



OCBC Bank (Malaysia) Berhad (295400-W)

Velocity@ocbc Registration Form

Please complete the following documents:

- Velocity@ocbc Registration Form
- Velocity@ocbc Software License and Banking Access Agreement
- Certified Copy of Directors' Resolutions

Please send completed documents to:

Group Transaction Banking
OCBC Bank (Malaysia) Berhad
 15th Floor, Menara OCBC
 18 Jalan Tun Perak,
 50050 Kuala Lumpur

For enquiries, please call us @ 1300 88 7000

(1) Company Profile

Company Name

Company Mailing Address

Postal Code

Organisation ID (Any combination of alphabet and/or number that is easy to remember with no blanks. Max 12 Char)

Note: Choice of Organisation ID issued is subject to availability

(2) Customer Contact Details

Name (Mr/Mrs/Mdm/Ms)

Office No.

Mobile No.

Facsimile No.

E-Mail Address

(3) Services Available (Tick one only)

Non Financial Transactions

Account Information Reporting Only Please fill in User Name & User ID and proceed to complete parts (6) to (7)

	Name of User	User ID (max 12 char)	Signature
1.			
2.			
3.			
4.			

Full Access Financial Transactions

(i) Single Authoriser Capability Please proceed to complete parts (4) to (7)

(ii) Simple Dual Authorisers Capability Please proceed to complete parts (4) to (7)

One time cost of RM50.00 per digipass

Debit digipass fee charges from A/C No: _____

(iii) Complex Authoriser Capability Please proceed to complete part (6) to (7)

OCBC Bank will be in touch with the contact person on further documentation and implementation details required for this service.

One time cost of RM50.00 per digipass

Debit digipass fee charges from A/C No: _____

Services available

Information Reporting

- Account Information

Financial Transaction

- Stop Payment of Cheque

- Own Account Transfer

Third Party Payment

- Telegraphic Transfer

- Demand Draft

- Cashier's Order

- Internal Fund Transfer

- Rentas

Trade Finance

- Letter of Credit

- Banker's Guarantee/
Standby Letter of Credit

(4) User Details

	Name of User	User ID (max 12 char)	User Role (Tick one only)	Signature
1.			<input type="checkbox"/> Statement viewer, or <input type="checkbox"/> Admin & Payment Creator with statement view, or <input type="checkbox"/> Admin & Payment Authoriser with statement view	
2.			<input type="checkbox"/> Statement viewer, or <input type="checkbox"/> Admin & Payment Creator with statement view, or <input type="checkbox"/> Admin & Payment Authoriser with statement view	
3.			<input type="checkbox"/> Statement viewer, or <input type="checkbox"/> Admin & Payment Creator with statement view, or <input type="checkbox"/> Admin & Payment Authoriser with statement view	
4.			<input type="checkbox"/> Statement viewer, or <input type="checkbox"/> Admin & Payment Creator with statement view, or <input type="checkbox"/> Admin & Payment Authoriser with statement view	

Velocity@ocbc Software License and Banking Access Agreement

Customer (Legal Name) :

("Customer")

Address :

Date :

1. INTRODUCTION

1.1 This Electronic Banking and Software Licence Agreement (the "Agreement") is binding on the Customer named in the [Velocity@ocbc](#) Application or Registration Form and governs the transmission of information, instructions, payment orders, messages and other communications (each a "Communication") and the provision of or access to any communications, processing or transaction system provided by Oversea-Chinese Banking Corporation Limited, its branch, subsidiary, related company, associate company or affiliate named in such form wherever situated and, where applicable, licenses the Customer to access data via the internet and/or use software provided by OCBC. In this Agreement, "OCBC" means Oversea-Chinese Banking Corporation Limited, such branches, subsidiaries, related companies, associate companies and affiliates or any or all of them (as the context may permit).

Where [Velocity@ocbc](#) is availed to the Customer by Oversea-Chinese Banking Corporation and/or any of its branches, subsidiaries, related companies, associate companies or affiliates, the terms and conditions in this Agreement may be supplemented or amended by local conditions (the "Local Conditions") and the terms of the Local Conditions shall be deemed accepted by the Customer upon the use of the communications, processing or transaction system. In the event of any conflict between the terms of this Agreement and any Local Conditions, the Local Conditions shall prevail.

1.2 OCBC shall supply to the Customer for any service agreed (a "Service"), from time to time, user guides, manuals, data, processes and other documentation (the "Materials") and any other relevant service agreement. In the event of any conflict between any such service agreement and this Agreement, such service agreement shall prevail in respect of the relevant Service. Materials may be modified by OCBC from time to time and OCBC shall inform the Customer of any modification

1.3 The Customer shall provide to OCBC all documents and other information reasonably required by it to provide any Service.

2. REPRESENTATIONS

The Customer represents at the date this Agreement is entered into and any Service is used or provided that:-

2.1 it is duly organised and in good standing in the country of its incorporation or registration;

2.2 it has the power and authority to sign and to perform its obligations under this Agreement;

- 2.3 this Agreement is duly authorised when signed and is its legal, valid and binding obligation;
- 2.4 any consent, authorisation or instruction required in connection with this Agreement has been provided;
- 2.5 any act required by any relevant governmental or other authority to be done in connection with this Agreement has been or will be done (and will be renewed if necessary); and
- 2.6 its performance of this Agreement will not violate or offend any applicable law, regulation or other requirement.

3. AUTHORITY

OCBC may rely on the authority of each person designated (in an authorisation letter acceptable to OCBC) by the Customer to send Communications on its behalf and to do any other act until OCBC has received written notice or other notice acceptable to it of any change from a duly authorised person and OCBC has had reasonable time to act (after which time it may rely on the change).

4. COMMUNICATIONS

- 4.1 The Customer and OCBC will agree to certain procedures and practices, including the use of verification codes, encryption, passwords, digital signatures and certificates, and other security devices, systems and software (the "Procedures"), designed to verify the origination (but not errors in transmission or content, including discrepancies between account names and numbers) of Communications sent by the Customer and OCBC. The Customer acknowledges the risk associated with transmitting Communications and will comply with the Procedures in connection with each Communication. If OCBC takes any action not provided in the Procedures in connection with any Communication, such additional action shall not become part of the Procedures.
- 4.2 If OCBC complies with the Procedures in respect of a Communication, OCBC shall be entitled to act on that Communication and shall not be obliged to verify the content of such Communication, to establish the identity of the person giving it or to await any written confirmation of the Communication to be given by the Customer. In addition, provided OCBC complies with the Procedures, OCBC shall not be liable for acting on, and the Customer agrees to be bound by, any Communication sent in the name of the Customer. OCBC may act on a Communication by reference to the account number only, even if the name on the account is also provided.
- 4.3 OCBC is not obliged to act on a Communication which is not transmitted in accordance with the Procedures. OCBC may act on an incomplete Communication where, in OCBC's reasonable opinion, it contains sufficient information. OCBC has no duty to discover, and shall not be liable for, errors or omissions made by the Customer or the duplication of any Communication by the Customer.
- 4.4 OCBC may refuse to execute any Communication where OCBC reasonably doubts its contents, authorisation, origination or its compliance with the Procedures. OCBC shall provide prompt notice, which may be by telephone, to the Customer of any such rejected Communication.
- 4.5 If the Customer informs OCBC that it wishes to recall, cancel or amend a Communication after it has been received by OCBC, OCBC may use its reasonable efforts to assist the Customer to do so, but shall not be liable for any loss, cost or expense suffered by the Customer if OCBC does not or is unable to amend, cancel or

recall that Communication. The Customer hereby agrees to indemnify OCBC against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or amend a Communication.

5. SOFTWARE LICENCE

- 5.1 Where applicable, OCBC hereby grants to the Customer a personal, non-exclusive, non-transferable licence to use any software made available to the Customer by OCBC (the "Software") for the purposes of making and receiving Communications and using any Service.
- 5.2 OCBC will provide one copy of the Software for the Customer facility at which OCBC approves in writing the use of the Software, together with such copies of any Materials relating to the Software or any Service as OCBC considers necessary to enable the Customer to use the Software.
- 5.3 The Customer shall only use the Software in connection with this Agreement and in accordance with the Procedures and the Materials. The Customer shall notify OCBC immediately if it becomes aware of any unauthorised use of the Software.
- 5.4 The Customer shall not copy the Software other than (i) to make three copies of the Software for archival purposes, (ii) in the case of an emergency where OCBC has given its permission for the making of a specified number of additional copies, or (iii) to enable the replacement of Software recorded on defective media, and in each case provided OCBC's copyright and other proprietary notices, as they appear on the most recent version of the Software, are included on all copies.
- 5.5 The Customer shall not (i) alter or modify any Software, (ii) reverse engineer, decompile, reverse input or disassemble the Software or (iii) assign, sub-licence, or otherwise transfer, publish or disclose the Software.
- 5.6 OCBC does not warrant that the Software or any communication, processing or transaction system is error free or defect free, or that the Software is compatible with any equipment not provided or approved by OCBC.
- 5.7 The Software and related Intellectual Property Rights together with any Intellectual Property Rights relating to any Communication or any Service are and shall remain the absolute property of OCBC and no licences other than those expressly contained herein are granted to the Customer. "Intellectual Property Rights" means all copyrights (including rights in computer software and databases), design rights, trade marks, service marks, topography rights, patents, trade names, moral rights, rights in know-how and trade secrets, in each case whether registered or unregistered and also includes applications for the grant of any of the same and all rights or forms of protection having equivalent or similar effect to any of the same.

6. LIMITED WARRANTY FOR SOFTWARE/DISCLAIMER OF OTHER WARRANTIES

- 6.1 OCBC warrants that it will use reasonable efforts to ensure that the Software will perform in substantial conformity with the applicable Materials for so long as this Agreement is in effect (the "Warranty Period"). This warranty is the only performance warranty made by OCBC with respect to the Software.
- 6.2 OCBC will indemnify, defend and hold harmless the Customer against, and the Customer grants OCBC sole control in its defence and disposition of, any claim arising under the above warranty which alleges that use of the Software infringes a copyright, trade secret, trademark or service mark of a third person. The above indemnity is not effective unless OCBC is promptly notified in writing of the claim.

- 6.3 OCBC does not make, and the Customer now expressly waives, all other warranties, express or implied, including, in particular, any warranty as to the compatibility of the Software with any other equipment or other software not provided or approved by OCBC.

7. PERFORMANCE

In acting on any Communication and providing the Services, OCBC is authorised to use any communications, processing or transaction system or intermediary bank it reasonably selects. OCBC's performance is subject to the rules and regulations in force from time to time of any such system or intermediary bank.

8. FEES, INTEREST AND OTHER AMOUNTS

OCBC may charge fees to the Customer from time to time for the provision of any Service, Software or equipment in accordance with any fee schedule, letter or proposal agreed by the Customer and OCBC from time to time. The Customer shall pay to OCBC all fees, interest and other amounts due to or incurred by OCBC in respect of any Service, Software or equipment free from deductions and exclusive of any tax from time to time in force, which will be the responsibility of the Customer.

9. RESPONSIBILITY

- 9.1 OCBC shall be responsible in accordance with this Agreement for acting on the Customer's Communications but at all times, to the extent not inconsistent with applicable law, shall be liable only for its failure to act with good faith or to exercise reasonable care and skill, which shall be determined in accordance with the standards and practices of the banking industry in the country where any Service is provided. OCBC shall not be liable for delay or failure in performance by, nor the accuracy of any Communication provided by the Customer and shall have no liability to the Customer for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.
- 9.2 OCBC does not guarantee access to any communications, processing or transaction system including that provided by OCBC and accepts no liability to the Customer for any period when any such communication system is unavailable or disrupted or for any related delays or disruption in the provision of any Service.
- 9.3 Notwithstanding Clause 9.1, in the case of a breach of the warranty in Clause 6.1 or an error relating to Software, OCBC shall only be liable for correcting defective Software and/or reprocessing or retransmitting any affected Communication or transaction at no additional charge to the Customer. This constitutes the Customer's sole remedy and OCBC's sole liability financial or otherwise, for any breach of warranty contained in Section 6.1 of this Agreement.
- 9.4 Neither the Customer nor OCBC shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, act of terrorism, war or acts of government.

- 9.5 Neither the Customer nor OCBC shall be liable for any failure to perform any obligation under this Agreement if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act, as it shall determine.

10. EQUIPMENT

- 10.1 If in connection with this Agreement the Customer operates equipment (including hardware and security devices), the Customer shall ensure the security, proper use and maintenance of the equipment.
- 10.2 If OCBC supplies equipment, OCBC shall remain the owner and the Customer agrees to be responsible for the same, to use it solely in the manner specified in the Materials and in connection with the relevant Service and not to remove or modify any name or other identifying mark on the equipment. The Customer will maintain any equipment supplied by OCBC (at the Customer's expense) according to the applicable installation and operating manuals and to applicable building and electrical and code requirements.
- 10.3 If equipment not supplied by OCBC is to be used by the Customer, the Customer agrees only to use equipment of a type approved by OCBC and to maintain it and use it in the manner specified in the Materials and Procedures and in connection with the relevant Service.
- 10.4 The Customer will use all reasonable endeavours to ensure that equipment operated by the Customer (whether or not supplied by OCBC) is virus-free and that no virus will be transmitted from the equipment as a result of the Customer's use of the equipment.

11. INFORMATION

- 11.1 The Products, Services, Software, Intellectual Property Rights, Materials, data and any information provided to or obtained by the Customer in connection with this Agreement ("Bank Information") is the exclusive, valuable and confidential property of OCBC. The Customer agrees to keep all Bank Information confidential and to limit access to its employees (under a similar duty of confidentiality) who require access in the normal course of their employment except to the extent any Bank Information is already in the public domain or the Customer is required to do otherwise by law or judicial process, and to use it in the manner designated by OCBC and in the ordinary course of the Customer's business.
- 11.2 To the extent not prohibited by applicable law, the Customer authorises the transfer of any information relating to the Customer to and between authorised service providers used by OCBC for confidential use in connection with the provision of products or services to the Customer (including for data processing purposes).
- 11.3 The Customer shall notify OCBC promptly (with confirmation in writing) if it discovers or reasonably suspects that any Bank Information has been or may be compromised or disclosed to any unauthorised person.

12. ADVERTISING

Neither the Customer nor OCBC shall display the name, trademark or service mark of the other without the prior written approval of the other. The Customer shall not advertise or promote any Service without OCBC's prior written consent.

13. DISCLOSURE

The Customer authorises the transfer of any information relating to the Customer, the Customer's transactions and/or this Agreement to, among and between the branches,

subsidiaries, related companies, representative offices, associate companies, affiliates and agents of OCBC, OCBC and third parties, wherever situated, for confidential use in connection with the provision of Velocity@ocbc or products or Services to the Customer.

14. TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notice to the other (or in the case of a material breach of this Agreement upon 5 days' prior written notice). OCBC may cancel any extension of credit made available in connection with any Service at any time upon giving notice. Upon termination in whole or part of this Agreement the Customer shall return to OCBC all related Bank Information and equipment supplied by OCBC, within 5 business days and all rights granted under the terminated Agreement or portion thereof will immediately revert to OCBC. OCBC may (as appropriate) take immediate possession of the Bank Information or equipment supplied by OCBC and all copies thereof, provided that OCBC has first requested its return and has given 5 business days' written notice of its intention to take possession. All restrictive provisions of this Agreement, which by their nature should survive, such as warranty disclaimers, limitations of liability, confidentiality, governing law will survive termination of the software licence and of this Agreement.

15. GENERAL

15.1 This Agreement contains the terms and conditions under which OCBC offers to the Customer the use of Velocity @ocbc and shall be valid and binding on the Customer and OCBC.

15.2 If any provision of this Agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions shall remain in full force and effect (as shall that provision under any other law) so long as such result preserves the intent of the parties to this Agreement.

15.3 No failure or delay of the Customer or OCBC in requiring compliance with any requirement or in exercising any right or remedy under this Agreement shall constitute a waiver of such, or any other, requirement, right or remedy. The waiver by the Customer or OCBC of any requirement, right or remedy shall be limited to the specific instance.

15.4 OCBC and the Customer hereby agree that either party may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this Agreement and the Customer hereby agrees to OCBC's telephonic or electronic monitoring or recording for security and quality of service purposes.

15.5 Any notice given by a party hereunder by personal delivery, courier, or registered or certified mail shall be effective with respect to the other party if delivered to it at its principal business address specified above (or at any other address it may provide by written notice for this purpose). Notices to the Customer may also be given by electronic mail, in any statement of account, posting the same at OCBC's branches or premises, in any local newspapers or via its website. Notices shall be in English, unless otherwise agreed.

15.6 Neither the Customer nor OCBC may assign or transfer any of its rights or obligations under this Agreement without the other's prior written consent, which consent will not be unreasonably withheld or delayed.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the country or state in which OCBC is located and where Velocity@ocbc is made available to the

Customer. Without prejudice to OCBC's right to proceed against the Customer in any other country, the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of the aforesaid country or state.

17. EXCLUSION OF THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under any applicable law, statute or regulation to enforce any term of the Agreement.

CUSTOMER SIGNATORIES & COMPANY STAMP

Designated Signatory* : _____
Name : _____
Title : _____

*Designated signatory as per director's resolution

BANK

Signed By : _____
Name : _____
Title : _____

LOCAL CONDITIONS

Oversea-Chinese Banking Corporation Limited, Singapore

These Local Conditions supplement and amend the conditions in [Velocity@ocbc](#) Software License and Banking Access Agreement, entered into between the Customer and OCBC (the "Agreement").

1. There shall be added to the Agreement the following provisions:

(1) **GOVERNING LAW AND JURISDICTION**

The parties agree that the courts in Singapore shall have jurisdiction to hear any dispute arising out of or in connection with this Agreement and irrevocably submit to the jurisdiction of such courts.

(2) **EXCLUSION OF THIRD PARTY RIGHTS**

A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of the Agreement.

2. Save as expressly amended or varied by these Local Conditions the Agreement shall continue to have full force and effect. All references to the Agreement shall refer to the Agreement as supplemented by these Local Conditions.

LOCAL CONDITIONS

OCBC Bank (Malaysia) Berhad

These Local Conditions supplement and amend the conditions in [Velocity@ocbc](#) Software License and Banking Access Agreement, entered into between the Customer and OCBC (the "Agreement").

1. There shall be added to the Agreement the following provisions:

(1) **GOVERNING LAW AND JURISDICTION**

The parties agree that the courts in Malaysia shall have jurisdiction to hear any dispute arising out of or in connection with the Agreement and irrevocably submit to the jurisdiction of such courts.

2. Save as expressly amended or varied by these Local Conditions the Agreement shall continue to have full force and effect. All references to the Agreement shall refer to the Agreement as supplemented by these Local Conditions.

To : OCBC BANK (MALAYSIA) BERHAD

CERTIFIED EXTRACT OF RESOLUTIONS PASSED AT A MEETING OF THE BOARD OF DIRECTORS OF _____ (the "COMPANY") DULY CONVENED ON THE ____ DAY OF _____ .

RESOLVED that:-

1. it is in the interest of the Company to use the electronic facilities and services provided by and obtained from the Bank (or any other party nominated by the Bank) and any product offered by the Bank in relation thereto and that any Director of the Company be authorised in his absolute discretion to approve, accept and/or select, on behalf of the Company any such facilities, services and products as may be made available by the Bank from time to time, in accordance with the terms and conditions of the Bank's Velocity@ocbc Software License and Banking Agreement, Easi-Express Services Agreement, Easi-Check Services Agreement and the e-Transfer Services Agreement (the "Agreements") and all other documents required by the Bank in connection with or incidental to the provision of such services (together, the "Documents" and each a "Document");
2. the Company endorses the subject matter of the Agreements and that any Director of the Company be authorised to sign the Agreements and any other Document or Documents;
3. any Director of the Company or any the following persons:-

Name

be authorised to:

- (a) approve any amendment, alteration or modification to the Agreements and/or any Document or Documents, whether prior to execution of the Agreements and/or any Document or Documents or subsequent and that the signing thereof or of a copy thereof be conclusive evidence of such approval; and
 - (b) to give any required notice, instruction, request or other form of communication (whether written or otherwise) to the Bank from time to time in connection thereto to facilitate the carrying into effect of the Agreements and the Documents;
4. any two Director(s) or a Director and Company Secretary be, and hereby are, authorised to certify to the Bank the names of the authorised persons of the Company named in Resolution 3 above and the offices respectively held by them, together with specimens of their signatures, and in case of any future change of any authorised person, the fact of such change and the names of any new officers and the offices respectively held by them, together with specimens of their signatures; and the Bank be, and hereby is, authorised to accept and act on any amendment, alteration or modification to the Agreements and/or Document and/or any notice, instruction, request or other form of communication signed or given from time to time by any new officer or officers in respect of whom it has received any such certificate or certificates with the same force and effect as if said officer or officers were named in the foregoing resolution in the place of any person or persons who is/are deleted from the list of authorised persons.
 5. the Common Seal of the Company be affixed, wherever necessary or required by the Bank, on the Agreements and any Document in accordance with the Articles of Association of the Company;

6. a certified copy of this resolution be provided to all necessary parties, including the Bank;

and the above Resolutions have been duly entered in the Minute Book of the Company and are in accordance with the Company's Memorandum and Articles of Association.

Dated _____

Signature

Chairman
Name:

Director/Company Secretary
Name:

(1) Complete the following documents:

- ◆ Velocity@ocbc Registration Form
- ◆ Velocity@ocbc Software License and Banking Access Agreement
- ◆ Certified Copy of Directors' Resolutions – Applicable for Companies only
 - At least 2 Directors or 1 Director and 1 Company Secretary are required to sign the Certified Copy of Directors' Resolutions

(2) Mail the completed documents to the following address :

Group Transaction Banking
OCBC Bank (Malaysia) Berhad
15th Floor, Menara OCBC
18 Jalan Tun Perak,
50050 Kuala Lumpur

(3) The application will be processed within 7 business days upon receipt of your duly completed application Form

Please note the following:

For Company Applying for: Non-Financial Transactions – Account Information Reporting Only

Please expect within 7 business days upon receipt of your application:

- User Guide
- PIN Mailer containing your Organisation ID, User ID and Password

For Company Applying for: Full Financial Transactions – Single Authoriser Capability

Please expect within 7 business days upon receipt of your application:

- DigiPass
- User Guide and Transaction Fees guide
- PIN Mailer containing your Organisation ID, User ID and Password

For Company Applying for: Full Financial Transactions – Dual Authorisers Capability

Please expect within 7 business days upon receipt of your application:

- DigiPasses
- User Guide and Transaction Fees guide
- PIN Mailer containing your Organisation ID, User ID and Password

For Company Applying for: Full Financial Transactions – Complex Authorisers Capability

An OCBC Bank Implementation Officer will be in touch with the contact person on further documentation and implementation details within 7 business days upon full receipt of your application

For more information, please call us at 1300 88 7000