

TERMS AND CONDITIONS GOVERNING ISLAMIC ACCOUNTS

These Terms and Conditions contain two parts namely:

Part A (General Terms and Conditions) and Part B (Specific Terms and Conditions)

IT IS AGREED AS FOLLOWS:

PART A: GENERAL TERMS AND CONDITIONS

(This Part A is applicable for all Islamic account opened with the Bank)

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms and Conditions Governing Islamic Accounts, unless the context otherwise requires, the following shall apply:-

- i) "account" means any Islamic deposit account which the customer may open with the Bank from time to time;
- ii) "Bank" means Sumitomo Mitsui Banking Corporation Malaysia Berhad (Co. No.201001042446 (926374-U)) and includes its successors and assigns;
- iii) "Business day" means a day (other than Saturday, Sunday or a public holiday) on which banks in Malaysia and, if applicable, the country of the currency of the transaction, are open for general business;
- iv) "Ceiling Profit" means the maximum profit rate permitted in a particular transaction.
- v) "Customer" means the customer/applicant as referred to in the application form for the opening of the account and shall include, as applicable, the Customer's administrators, receivers, managers, liquidators, successors in title, assigns, and the authorised signatories of the Customer where the same are appointed by the Customer from time to time;
- vi) headings are for ease of reference only and shall not affect the interpretation of any provision contained in these Terms and Conditions; and
- vii) "Net Incremental" means the net amount received by the Bank after deducting any direct or indirect cost.
- viii) "person" includes any corporation, firm, partnership, association, society, institution and other business concern, statutory body, governmental authority and individual;
- ix) "prevailing industry requirements and practices" means the requirements, regulations and practices prevailing from time to time in relation to the Bank's business and operations and includes, without limitation, the rules of eSPICK, RENTAS and PayNet";
- x) "Return Advice" is an advice issued by the Bank when a returned cheque cannot be represented due to technical reasons;
- xi) "Shariah Principles" means the Islamic principles of banking and finance as adopted and approved by the Shariah Committee of the Bank and by the Shariah Advisory Council of Bank Negara Malaysia under Part VII Chapters 1 and 2 of the Central Bank of Malaysia Act 2009;
- xii) "Transaction Documents" means the documents required by the Bank to be completed in relation to the account including but not limited to the relevant transaction documents to comply with the Shariah Principles applicable under the account;
- xiii) words importing the singular shall include the plural and words importing the masculine shall include the feminine and neuter, and vice versa;
- xiv) where the expression "prevailing" is used to describe any amount or rate payable to/by the Bank at any point in time, it shall refer to the amount or rate prescribed by the Bank to apply or be in force at such time;
- xv) "Terms and Conditions" means the terms and conditions set out in this Part A and shall include any amendments, variations and supplements made from time to time.

2 ACCOUNT OPENING AND OPERATION

- 2.1 In order to open and maintain an account, the Customer must complete and submit to the Bank such prescribed forms and documents as may be required by the Bank from time to time. The opening, maintenance and closure of each account is at all times subject to the Bank's sole discretion.
- 2.2 For the purpose of account opening or subscription to any services offered by the Bank in relation to the account, the Customer hereby explicitly and voluntarily consents to the Bank conducting credit checks and verifying any information provided by the Customer with any party including any credit bureau or any organization, corporation or body.
- 2.3 The Bank will be entitled to rely on any document that indicates the persons authorised to act on behalf of the Customer in respect of any account ("authorised signatories"). Each authorised signatory will (subject

to any written mandate received and accepted by the Bank) be authorised on behalf of the Customer to:-

- i) open, operate, maintain and close accounts;
- ii) overdraw accounts (to the extent permitted by the Bank);
- iii) negotiate, agree to, execute and deliver any agreement relating to any accounts or services provided by the Bank, including but not limited to specific agreements relating to services, guarantees, undertakings, and indemnities relating to missing documents, or the delivery of documents; and
- iv) give instructions in relation to any account or any transaction thereon, including, without limitation, for the payment, remittance, transfer or withdrawal of funds.

2.4 The Bank and the Customer may from time to time agree upon the security procedures to be adopted by the Customer in relation to the issuance of instructions to the Bank, to enable the Bank to verify that such instructions are authentic. A security procedure may require the use of call back procedures, technical devices, digital signatures, identifying words or numbers, encryption, or similar security devices. The Customer acknowledges that such security procedures will be used to verify the authenticity of, and not to detect errors in, any instructions. The Customer agrees to safeguard such security procedures and to make them available only to its authorised signatories. The Customer shall be bound by any instruction which has been authenticated through any such security procedure.

2.5 The Bank is not obliged to confirm any instruction issued or purportedly issued by the Customer. If the Customer chooses to confirm an instruction, any confirmation must be clearly marked as such, and, if there is any discrepancy between an instruction and a confirmation, the terms of the instruction will prevail. The Bank may, in its discretion (but is not obliged to), use any other means to confirm any instruction or purported instruction, even if any security procedure appears to have been followed. If the Bank is not satisfied with any confirmation, it may decline to honour an instruction without further reference to the Customer.

3 DEPOSITS

3.1 The Bank may refuse to accept any cash or cheque or financial instrument for deposit. The Bank reserves the right not to accept deposits in any currency, limit the amount which may be deposited, or return any deposit without assigning any reason.

3.2 Foreign cheques and other financial instruments received for collection will be credited after the Bank is satisfied that it has received payment. Cheques and other financial instruments drawn on local banks may be credited when deposited but, unless the Bank's prior written approval has been obtained, may not be drawn against until the proceeds have been received in the account to the Bank's satisfaction. Crossed cheques to the order of third parties which bear on their face the words "account payee" or "a/c payee" will not be accepted by the Bank for the account of the Customer. Other financial instruments to the order of third parties which bear endorsements other than the Customer's may be accepted at the discretion of the Bank, in which case the Customer will bear full responsibility for the validity and effectiveness of all endorsements.

3.3 All cheques and financial instruments deposited are received by the Bank as agent, and in the absence of any express agreement in writing between the Bank and the Customer to the contrary, only for collection and subject to final payment. The Bank will present cheques and financial instruments in accordance with prevailing industry requirements and practice, and may at its discretion refrain from presenting, demanding, collecting or giving notice of non-payment or dishonour with respect to any cheque or financial instrument on any day which is not a Business day. The Bank may immediately or at any time the Bank deems appropriate, debit the Customer's account if any cheque or other financial instrument is dishonoured or returned to the Customer, even if this creates a Temporary Excess. Dishonoured cheques and other financial instruments may be returned by post to the last address of the Customer notified to the Bank at the Customer's risk and expense.

3.4 Deposits must be made in the manner prescribed or permitted by the Bank. The Customer acknowledges and agrees that the Bank may establish guidelines from time to time in relation to methods for making deposits and the Customer agrees to comply with such guidelines. Without prejudice to the generality of the foregoing, the Customer acknowledges that such guidelines may include, without limitation, the type of instruments which are eligible for deposit, the time(s) for acceptance and collection of deposited documents, and when such instruments will be sent for clearing. Without limiting clause 9, the Bank will not be responsible or liable for any consequences of the Customer

relying on such method of deposit including, without limitation, any delay in clearing the instrument and any loss of the instrument unless in each case caused directly by the Bank's gross negligence or wilful misconduct. The Bank will not be responsible for the actions of other banks or clearing houses, or the loss or destruction of any cheque or financial instrument in the possession of other banks or clearing houses, or whilst in transit.

3.5 All deposits product which are included under the definition of Islamic Deposit under the Financial Services Act 2013 ("FSA") are protected by Perbadanan Insurans Deposit Malaysia ("PIDM") up to RM250,000 for each depositor.

3.6 The Bank shall have the right to decline any cheque collection and/or any other financial instruments which the Bank is of the opinion that the said cheque is not in order or not acceptable to the Bank.

4 WITHDRAWALS, REMITTANCES AND TRANSFERS

4.1 The Bank may debit an account for all withdrawals whether the account is in credit or not, but the Bank is not bound to honour any withdrawal request if:-

- i) there are insufficient funds in the account (unless the Bank has expressly agreed with the Customer to the contrary); or
- ii) the withdrawal request, in the Bank's opinion:-
 - a) bears a signature or signatures different from the specimen signature(s) furnished to the Bank notwithstanding that the withdrawal request is or appears to have been made by the authorised signatories of the Customer; or
 - b) the withdrawal request is or otherwise appears to be irregular in any way; or
 - c) the Bank is requested by any regulatory or governmental body or by order of court to freeze the account or disallow any withdrawal.

Any payment made by the Bank pursuant to inspections, purporting to be signed by the Customer or its authorised signatory(ies) shall be a complete discharge and will absolve the Bank from any liability to the Customer or to any other party.

4.2 No withdrawals may be made except at the branch where an account is maintained. Withdrawals shall be made in such manner and on such terms and conditions as prescribed by the Bank from time to time.

4.3 No alteration whatsoever may be made to cheques. The Bank is not bound to clear or honour any cheque or withdrawal request which bears or appears to bear any form of alteration (whether countersigned by the Customer or otherwise).

4.4 Withdrawals, remittances and transfers of funds in a foreign currency are subject to availability and adequate notice being received by the Bank, and to payment of the Bank's prescribed commission and/or charges. If the Bank, in its absolute discretion, accepts a funds transfer instruction issued by the Customer for payment in a currency other than the currency of the account, the Bank may debit such account for the equivalent amount of the foreign currency transferred at the Bank's prevailing rate of exchange or as otherwise agreed.

4.5 In relation to each remittance and/or transfer of funds:

- i) notwithstanding any other provision contained in these Terms and Conditions, neither the Bank nor its correspondents or agents shall be liable for any loss or damage due to (a) errors, delays or defaults of any kind in the transmission or delivery of messages or instructions by any means; (b) any act, decree, regulation or law of any relevant government or governmental agency; (c) any failure to locate or error in identifying the named payee; (d) non-receipt of funds by the payee's bank; (e) any interruption, omission, error or delay in the transmission of funds, or (f) any cause whatsoever beyond the control of the Bank, its correspondents or agents;
- ii) the Bank shall have the discretion in deciding whether or not to accept a request by the Customer for the refund or repurchase of the transferred funds or the draft, as the case may be. If the Bank agrees to repurchase a draft, it shall be on the condition that the Bank must first receive the original draft duly endorsed by the Customer and that the repurchase shall be at the prevailing demand buying rate for the currency in question. All repurchases and refunds shall be made after deducting the Bank's costs, charges, expenses and commissions and shall be subject to the Bank being in possession of the funds, in respect of which the payment instructions are issued, free from any exchange or other restriction;
- iii) where a remittance or transfer is in a currency other than the currency of the country to which the remittance or transfer is made, payment shall be made in the currency of that country at the buying rate of the Bank's correspondent or agent (unless otherwise agreed between the payee and the correspondent or agent). [Note: This has been stipulated as the default position "unless otherwise agreed", to deal with any potential exchange control issues, but is subject to the Bank's operational practices];
- iv) If a draft is lost stolen or destroyed, the Customer will provide the Bank with an acceptable bond or indemnity in favour of the Bank in connection with any request by the Customer for issuance of a replacement draft or a refund of the amount of the original draft;

v) The Customer undertakes to indemnify and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses ("Liabilities") incurred or sustained by the Bank arising out of or in connection with the Bank acting on any remittance or funds transfer. The Bank shall not be liable for any Liabilities arising out of or in connection with acting on any remittance or funds transfer, save where such loss or damage is directly caused by the gross negligence or wilful misconduct of itself or its employees;

vi) the Customer confirms that no transaction conducted or to be conducted in respect of any account shall:-

- a) involve any goods, transactions or business relationship directly or indirectly related to North Korea (including without limitation transactions through intermediaries or relating or contributing to nuclear or ballistic-related activities or involving North Korean persons, entities or vessels or goods of North Korean origin), or any other countries or parties that are sanctioned by the relevant authorities from time to time; or
- b) involve any goods transaction or business relationship directly or indirectly related to Iran or any other countries or parties that are sanctioned by the relevant authorities from time to time. (if applicable); or
- c) be related to any activities that will or may facilitate the design, development and production of weapons of mass destruction and their delivery systems;

vii) any remittance or funds transfer requests, inclusive of those not submitted on the Bank's standard forms, will be subject to the Bank's prevailing terms and conditions for remittances and funds transfers, including those specified above;

viii) the Bank shall have the right to reject any application without assigning any reason;

ix) any payment of funds shall be subject to the laws and regulations of the country where the payment is to be made;

x) the Bank is not responsible for any currency restriction or for delays/losses caused by or resulting from any act of any government or governmental agency or failure of any clearing, settlement or payment system or for the diminution in value or unavailability of funds; and

xi) if it is not specified in the application for remittance, fees are to be borne by the Customer.

4.6 The Customer acknowledges the withdrawal of any monies in an existing account insured by PIDM will not be protected by PIDM if it is a withdrawal or if used for the subsequent purchase of or transfer after first time purchase or transfer, to a:

- i) deposit account payable or opened outside Malaysia;
- ii) deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;
- iii) deposit account held by a non-deposit taking member of PIDM; and
- iv) non-deposit or investment account.

5 AUTHORISED SIGNATORIES

5.1 Where the account has two (2) or more authorised signatories, if the Bank receives contrary or conflicting instructions from any signatory, it may immediately (but shall not be obliged to) refuse to act except on the instructions of all signatories ('joint instructions') despite that the account mandate provides for single or joint signatories. In such an instance, the Bank will treat all previous signing instructions as having been cancelled and the Bank will not be required to act until it receives such instructions signed by all signatories. Pending the receipt of such joint instructions, the Bank may refuse to honour any debit or transfer (automated or otherwise) of funds from the account.

5.2 Subject to any written mandate to the contrary pre-agreed between the Bank and the joint account holders, the Bank shall be entitled in its discretion to:-

- i) debit any joint account with any cheques or financial instruments drawn, accepted or made by any one of the joint account holders and to carry out any instructions of any one of the joint account holders in connection with the joint account, despite that this may result in an overdraft, or in an increase in any overdraft, on the joint account;
- ii) credit any joint account with funds belonging to, and cheques and financial instruments payable to, any one or more of the joint account holders;

5.3 The Bank may in its discretion:-

- i) make at the request of any joint account holder any advance to any joint account holder by way of loan, overdraft, discount or otherwise;
- ii) refuse to permit any withdrawal from or any transaction on any joint account in the event (1) any joint account holder becomes insolvent, is unable to meet its debts when they fall due or analogous proceedings are instituted in respect of any joint account holder; (2) any liquidator, receiver, manager, special administrator; (3) any

moratorium being declared in respect of the debts or liabilities of any joint account holder; or (4) any joint account holder enters into an assignment, composition or scheme of arrangement with its creditors."

6 REPRESENTATIONS AND WARRANTIES OF THE CUSTOMER

6.1 The Customer makes the following representations and warranties to the Bank from and after the date of these Terms and Conditions which are deemed to be repeated at all times (having regard to the circumstances existing at the time of repetition) so long the account remains valid and maintained with the Bank:

- i) **Status:** the Customer is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation and the Customer have the power to own its assets and carry on its business as it is being conducted;
- ii) **Powers and authorisation:** the Customer has the powers and legal authority and has obtained all governmental, statutory, regulatory or corporate authority, consents, licenses, approvals (including approvals of the Controller of Foreign Exchange, if applicable), authorisations, waivers and disclaimers which are and shall be in full force and effect to the Bank's satisfaction to execute and deliver, and perform their respective obligations under the Transaction Documents to which they are a party, which constitute valid and binding obligations of the Customer enforceable in accordance with their respective terms;
- iii) **Binding obligation:** the obligations expressed to be assumed by the Customer in the Transaction Documents are legal, valid, binding and enforceable obligations;
- iv) **Non-conflict:** the entry into and performance of the Transaction Documents by the Customer do not and will not conflict with:
 - a) any law or regulation or any official or judicial order applicable to the Customer or any of its assets is subject; or
 - b) the Customer or any of its subsidiaries' constitutional documents; or
 - c) any agreement or instrument binding upon the Customer or any of its subsidiaries' assets and/or any laws and/or lending limits or restrictions to which they are subject to in their respective jurisdiction and no litigation, arbitration or administrative proceedings or claim, actions, investigations or enquiries are presently current or pending or threatened against the Customer;
- v) **Validity:** all authorisations required or desirable to enable the Customer to lawfully enter into, exercise their rights and comply with their obligations in the Transaction Documents to which they are a party have been obtained or effected and are in full force and effect;
- vi) **Immunity:** the Customer and their respective assets are not entitled to claim immunity from suits, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to the Transaction Documents to which the Customer is a party to;
- vii) **No connected parties:**
 - a) The Customer's directors or officers are not related as parent, spouse, child or relative (as defined under section 2 of the FSA) to any employee of the Bank or its subsidiaries; and
 - b) The Customer is not aware of a director or officer (or their parent, spouse, child or relative as defined under section 2 of the FSA) of the Bank maintaining a material interest in the Customer;
- viii) **Exclusive Purpose:** The account shall be exclusively applied towards the purpose stated in the application form for account opening/placement and shall at all times be used for *Shariah* compliant purposes and will not be used in any manner which is in contravention with the religion of Islam;
- ix) **Winding Up:** no winding up proceedings have been commenced against the Customer and no steps have been taken or are being taken to appoint a receiver or a receiver and manager or a liquidator to take over or to wind up or dissolve the Customer;
- x) **Disclosure:** the Customer has fully disclosed in writing to the Bank all facts relating to the Customer, which the Customer knows or should reasonably know and which are material for disclosure to the Bank in the context of the account;
- xi) **Information:** all documents, particulars, declarations and other information furnished by the Customer in connection with the application for the account opening/placement is accurate and correct in all respects and were honestly made after due and careful enquiry by the Customer;
- xii) **FATCA status:** the Customer is not and shall not become resident for tax purposes in the United States of America and that its payment (or any part of it) under these Terms and Conditions is not from sources within the United States of America for US federal income tax purpose (including without limitation to the United States Foreign

Account Tax Compliance Act ("FATCA") (as may be amended, re-enacted or replaced from time to time);

- xiii) **Deduction:** the Customer is not required by any applicable law to make any deduction or withhold any amounts payable by it to the Bank under these Terms and Conditions and in relation to the transactions contemplated pursuant to the Transaction Documents which will rank equally (*pari passu*) with the claims of all its other unsecured creditors save for those whose claims are preferred solely by any bankruptcy, insolvency, liquidation or other laws of general application;
- xiv) **Own Investigation:** insofar as it wishes or is required for any reason to enter into only transactions which comply or are consistent with *Shariah*, it has made its own investigation into and satisfied itself as to the *Shariah* compliance of each Transaction Documents (whichever applicable) and the transactions contemplated pursuant to it, and all necessary action to confirm that each Transaction Documents (whichever applicable) and the transactions contemplated thereunder is *Shariah* compliant has been taken (including the obtaining of a fatwa where required) and it will not claim any dispute on the grounds of *Shariah* compliance of the contract; and
- xv) **No Reliance:** it has not relied on the Bank or any written declaration, fatwa, opinion or other documents prepared by, on behalf or at the request of the Bank for the purposes of a determination or confirmation that each contract and the transactions contemplated under these Terms and Conditions is *Shariah* compliant.

6.2 Survival

The representations and warranties set out in Clause 6.1 shall be correct and accurate in all respects and shall survive the execution and delivery of these Terms and Conditions.

7 CUSTOMER'S DUTIES

7.1 The Customer shall promptly notify the Bank in writing of:-

- i) any variation to his signature or that of the authorised signatories;
- ii) any change in the mandate for any account or any signature requirements;
- iii) any change of authorised signatories;
- iv) any change to the Customer's address or other relevant particulars including, without limitation, any change of partners or directors, corporate or other approvals and any amendments to constitutive documents).

The Bank shall be entitled to a reasonable period of time (of at least seven (7) Business days from receipt) to process any notification of change. The Bank shall not be responsible or liable for any loss or damage suffered or incurred by the Customer in the course of the notice period for processing such variations and/or changes.

- 7.2 A statement of account will be rendered to the Customer once a month or on such periodic basis as the Bank may from time to time determine, where one or more transactions have taken place in that period in relation to the account. Where the Bank determines that the Customer's account has been inactive for at least one year or such other period as may from time to time be prescribed by the Bank, no statement of account will be sent in relation to such inactive account. The Customer shall notify the Bank in writing if the Customer does not receive any statement of account within seven (7) days of the expected date of receipt.
- 7.3 In the case of current accounts for which cheque books are issued, the Customer shall immediately notify the Bank in writing if the Customer does not receive a cheque book which he has requested, within two (2) weeks from the date of his request (if applicable).
- 7.4 If any seal or stamp used by the Customer in operating any account is stolen, misplaced or lost, the Customer shall immediately notify the Bank in writing. The Bank shall not be responsible or liable for any loss, damage, costs or expenses incurred by the Customer as a result of any payment made or transaction carried out on an account pursuant to use of such seal or stamp, prior to the Bank receiving such written notice.
- 7.5 The Customer shall examine all debit, credit and other entries in each statement of account, transaction advice, deposit advice and other record ("Records") and inform the Bank immediately in writing of any errors in or omissions from or unauthorised debits or credits in the Records. The contents of each Record shall be deemed accurate and shall be conclusive and binding against the Customer and the Bank shall be free from all claims in respect of it unless the Customer:-
 - i) informs the Bank in writing of any errors or omissions or unauthorised debits or credits within the period specified on the Record for such notification or, in the absence of such specification, within seven (7) days of the date of the Record; and
 - ii) provides the Bank with all information and evidence necessary for the Bank to investigate the alleged error, omission or unauthorised debit or credit.

The Bank reserves the right upon notice to the Customer to add to and/or amend any entries in a Record. The Bank will not be responsible for the Customer's reliance on any entries in a Record

which are subsequently added to or amended by the Bank, and a Record so amended shall be binding on the Customer. The Bank may demand a refund of and/or debit any account and/or set off any credit balance in any account for any overpayment to the Customer arising from any error, omission or unauthorised debit or credit in a Record.

- 7.6 The Customer acknowledges that the Bank may maintain its records in electronic form (including by way of scanned or electronic reproductions of any forms, documents, instructions or communications delivered to or by the Bank), and accepts that such electronic records shall be final and conclusive and binding on the Customer. The Customer acknowledges that such electronic records are admissible in evidence and shall not dispute the accuracy or authenticity of the contents of such records merely on the basis that such records were produced by or are the output of any computer system.
- 7.7 The Customer shall provide the Bank with such information, documentation and other evidence as requested by the Bank from time to time in order for the Bank to comply with all applicable laws and regulations.

8 SET OFF

8.1 Subject to *Shariah* Principles, if the Bank accepts or incurs Liability on an account of the Customer, (whether the Liability is in Malaysia or elsewhere, or present or future, or actual or contingent, or primary or collateral, or several, joint or jointly with any other person), or the Customer fails to make payment of any amount due to the Bank or fails to return any amount wrongly credited to the account, the Bank may, without prejudice to any other rights and remedies available to it or under the terms of any other agreement, or in law or customarily enjoyed by bankers (and is irrevocably and unconditionally authorised by the Customer to) immediately and without further notice:-

- i) set off the monies standing in any of the Customer's accounts against all or part of the Liabilities although the relevant accounts are held in different jurisdictions, or are held in a different currency from the Liabilities, and the Bank is authorised to effect any conversions at the Bank's own rate of exchange then prevailing;
- ii) refuse any withdrawals from the accounts or other transactions on the accounts or earmark any amounts credited or expected to be credited to the Customer's accounts until the Liabilities have been discharged in full; and/or
- iii) combine or consolidate any or all of the Customer's accounts regardless of where the accounts are located or are held in a different currency from the Liabilities, and the Bank is authorised to effect any conversions at the Bank's own rate of exchange then prevailing.

The Customer shall be liable to the Bank for any shortfall and for all costs, charges and expenses (including legal fees on a full indemnity basis) incurred by the Bank in connection with this clause or incidental to set-off, combination or sale and will immediately on demand pay such amounts to the Bank.

9 INDEMNITY AND EXCLUSION OF LIABILITY

9.1 The Customer shall indemnify the Bank and its agents, employees, officers and directors, and keep each of them indemnified in full from and against:-

- i) any claims, judgments, suits, proceedings, actions and demands; and
- ii) any losses, damage, costs and expenses (including legal fees on a full indemnity, solicitor and client basis and any applicable taxes),

suffered or incurred by the Bank as a direct or indirect result of (1) the Bank's acceptance or execution of any request, instruction or direction of the Customer or any of its authorised signatories; (2) any breach of these Terms and Conditions by the Customer or any misrepresentation on the part of the Customer; (3) the Bank guaranteeing any endorsement or discharge on a cheque or other financial instrument presented for collection (and each such guarantee given by the Bank shall be deemed to have been given at the Customer's express request), and (4) the Bank's payment of any taxes, profit or penalty otherwise due from the Customer and paid on the Customer's behalf or for which the Bank has no responsibility under these Terms and Conditions.

9.2 The Bank shall not be liable for any loss, damage, costs or expenses incurred by the Customer for any reason in the absence of the gross negligence or wilful default of the Bank, including, without limitation:

- i) as a result of computer breakdown, mechanical failure or malfunction, interruption or disruption of services, material alteration of withdrawal requests or other reasons of any kind through no fault of the Bank;
- ii) where the Bank is prevented from acting as a result of governmental restrictions or as a result of requirements by all applicable laws and regulations, natural disaster, strike, war or other circumstances beyond the Bank's control; or

iii) arising from the exercise by the Bank of its rights under these Terms and Conditions.

9.3 Without prejudice to the above:-

- i) the Bank shall not be liable for the presentation for payment or any payment on any altered and/or forged cheque, Image Return Document ("IRD") or other financial instrument, where the alteration and/or forgery:-
 - a) was made possible by the use of erasable ink or any other equipment with erasure features, or by the use of cheque writers or franking machines; or
 - b) cannot be easily detected, or is not readily apparent on the face of the cheque, IRD or financial instrument; or
 - c) is attributable to or was made possible by the Customer's own negligence or default;
- ii) the Bank shall not be liable for the presentation for payment or any payment on a cheque, IRD or financial instrument which has previously been cleared and paid, if the duplication of the presentation and/or payment was not readily discernible or where it was caused by or contributed to by the Customer's own negligence or default,

and the Customer shall indemnify the Bank in full for any loss, costs and expenses (including legal fees on a full indemnity, solicitor and client basis and any applicable taxes) it may incur in presenting or paying out on a cheque, IRD or financial instrument in any of the above circumstances.

10 BANK CHARGES, LEGAL COSTS ETC

10.1 The Bank may from time to time impose a charge at its prevailing rate for any service provided by it and/or in relation to the opening, operation, maintenance or closing of the account, and handling garnishee orders, injunctions and other court orders, proceedings or regulatory requests relating to the account. Without prejudice to the generality of the foregoing, the Bank may, in its discretion, levy a commission in lieu of exchange and/or handling charge (in each case at its prevailing rate) on the value of currency, cheques and other monetary instruments denominated or expressed in a currency other than the currency of the jurisdiction in which the relevant account is held which are accepted for deposit or paid on withdrawal or which are presented to the Bank for clearing or collection. The Bank reserves the right to impose a charge on any account where the credit balance falls below the minimum balance prescribed by the Bank from time to time for such accounts and on accounts closed within 3 months (or such other period as may be specified by the Bank) of opening and on Dormant Account.

10.2 The Customer shall pay all fees, costs and expenses (including legal fees on a full indemnity, solicitor and client basis and any applicable taxes) incurred by the Bank in connection with protecting or enforcing its rights and/or resolving any disputes relating to any account.

10.3 All payments by the Customer shall be made free and clear of and without deduction or withholding in respect of any tax or levies. If any service tax or indirect tax or any other similar tax is now or in the future chargeable by law with respect to any matter referred to in these Terms and Conditions, the Customer shall pay such tax, and the Customer shall indemnify the Bank against such payment if the Bank is required by law to make payment of the same.

10.4 The Bank is authorised to debit any account for all charges, fees, taxes, and any other sums payable to the Bank, although such debiting may result in the account being overdrawn.

11 DISCLOSURE AND PERSONAL INFORMATION

11.1 Without prejudice to the rights of the Bank to disclose information relating to the Customer, its affairs or the account (whether arising under the FSA or other laws or regulations) (collectively referred to as "Customer Information"), the Customer hereby explicitly and voluntarily consents to the disclosure by the Bank, its officers (as defined in FSA), employees, agents and any other person who by reason of his capacity, office or scope of work has access to the records, documents and/or registers of the Bank and all persons to whom of any Customer Information as is or has been made available to the Bank, to:

- i) the Bank's holding company, branches, representative offices, subsidiaries and any of its related corporations, Shariah Committee ("SMBC Group") or affiliates in any jurisdiction (each of whom shall have the same authority to disclose as the Bank under this clause 11.1), for any of the following purposes:
 - (a) providing the Customer with banking services and/or other services;
 - (b) to facilitate reporting due to governance, oversight and coordination of operations with the Bank's local operations;
 - (c) maintaining the Bank's and SMBC Group's overall relationship with the customer (including, if the Customer has not objected, marketing or promoting financial services or related products and market research) and data matching of customers' needs;

- (d) improving and/or furthering and marketing the provision of accounts, products and/or service by the Bank and any member of the SMBC Group to the Customer and its connected persons generally;
- (e) for the Bank's internal operational requirements or those of the SMBC Group (including credit and risk management, system or product development and planning, audit and administrative purposes);
- (f) meeting compliance obligations, namely obligations of the SMBC Group to comply with -
- laws or international guidance and internal policies or procedures;
 - any demand from authorities governing SMBC Group or reporting, disclosure or other obligations under such prevailing laws; and/or
 - laws requiring the Bank to verify the identity of customers;
- (g) conducting financial crime risk management activities, namely the due diligence, detection, investigation, reporting and prevention of financial crime, i.e. money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters;
- ii) any authority as may be required by law or regulations to obtain such information in any jurisdiction, including any central bank or other tax, fiscal or monetary authority;
- iii) the Central Credit Bureau established by Bank Negara Malaysia or any successor bureau for such purposes as may be required by any prevailing laws, regulations or such similar instruments;
- iv) any actual or potential assignee or transferee or purchaser or other participant in relation to its rights and/or obligations under or in connection with these Terms and Conditions or any person with whom it may enter into any contractual relations in relation to its rights and/or obligations under or in connection with these Terms and Conditions or any transaction contemplated under these Terms and Conditions which may require disclosure of such information for purposes of the account;
- v) any party that has provided security or credit support or assurance for the Customer's obligations to the Bank;
- vi) any of the Bank's correspondents, agents, contractors, auditors or third party service providers or professional advisers who are under a duty of confidentiality to the Bank and who provide services or facilities to the Bank, whether in Malaysia or outside Malaysia in connection with the Bank's business or operations (including but not limited to provision of the Bank's host server or storage provider), or any other party (including those to which any of the aforementioned persons may make disclosure) for the purpose of processing applications, transactions and storing statements of account, advices, transaction records and documents, data or records on which the Customer's name or other particulars appear in connection with the provision of the banking products or services (including the provision of such products or services via electronic platforms);
- vii) any person where required by or pursuant to any laws, regulation or order of court or tribunal;
- viii) any person in connection with any legal action taken or contemplated against the customer or its security or credit support providers or in connection with the products, services or facilities made available to the Customer or in connection with these Terms and Conditions;
- ix) any insurers, reinsurers, insurance brokers and their respective related entities, auditors, advisers and service providers, in each case arising from or in connection with the provision of credit support or insurance contract;
- x) any provider of credit protection in relation to the Bank's rights and/or obligations hereunder;
- xi) the Bank's stationery printer and storage provider (including, without limitation, any provider of microfilm service, archival service or other storage facility) (and any others to whom they may make further disclosure) for the purpose of making, printing, mailing, storing, archiving, microfilming and/or filing cheques, statements of account, advices, transaction records and other documents, data or records on which the Customer's name or other particulars or particulars of transactions appear;
- xii) any person (and any others to whom such person may make further disclosure) involved in the provision of electronic or other banking services made available to the Customer or electronic platforms used by the Customer in the jurisdiction in which the relevant account is held;
- xiii) any holder of a joint account with the Customer, any person the Bank believes in good faith to be the Customer's director, officer, employee, shareholder, partner (in the case of a partnership) account signatory, legal adviser or anyone acting on behalf of the Customer and to any person who has provided credit support for the Customer's obligations to the Bank;
- xiv) to any person otherwise as required or permitted by any applicable law, regulation or directive or under the by-laws or regulations of any relevant clearing house;
- xv) any other banks, financial institutions or credit agencies or credit bureaus or the customer's external auditors for the purposes of verifying information provided by the Customer, for fraud detection, anti-money laundering or combating terrorism financing purposes, for legal or regulatory purposes, in relation to determining the Customer's financial situation or where the Customer proposes to have dealings with such entities;
- xvi) (in connection with any derivative transaction) any trade repository or clearing house;
- xvii) any party to whom the Bank is under a statutory, regulatory or contractual duty to disclose;
- xviii) any person (and any others to whom such person may make further disclosure) for the purpose of giving effect to the instructions of the Customer or in connection with the provision of banking products or services (including via electronic platforms) (including, without limitation, such information as is requested or required by any person for the purpose of effecting payment or transfer of funds);
- xix) any person to whom the Bank may introduce or refer the Customer;
- xx) any person for the purpose of maintaining effective communication during a market disruption or business contingency event (including, without limitation, market counterparties, clients, settlement agents, clearing platforms, industry bodies and regulatory authorities);
- xxi) any of the Bank's affiliates or any other person with (or through) whom the Bank enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to these Terms and Conditions or the Customer; and/or
- xxii) any party for the purpose of giving effect to the transactions contemplated in these Terms and Conditions (including without limitation, such information as is requested by agent, correspondent, intermediary or beneficiary banks for the purpose of effecting payment or transfers of funds).
- The Customer may withdraw or revoke its consent for the disclosure of its information at any time by giving at least seven (7) days prior notice in writing to the Bank, save for releases of information which has already occurred under this consent and where such disclosure is necessary for the Bank to comply with any legal or contractual requirements under or in relation to these Terms and Conditions.
- This clause 11.1 is not, and shall not be deemed to constitute, an express or implied agreement by the Bank with the Customer for a higher degree of confidentiality than that prescribed in applicable laws or regulations. Nothing herein shall limit or restrict any other consent to disclosure of information provided by the Customer. This clause 11 shall survive the closure or suspension of any account and the termination of these Terms and Conditions.

12 AGENTS & AGENTS' FEES

- 12.1 The Bank may use the services of any bank or agent in Malaysia or elsewhere as it deems advisable in connection with any collection for or other banking business of the Customer. Such bank or agent shall be the agent of the Customer and all charges and fees incurred in connection to it and shall be for the Customer's account. The Customer's continued usage of the services shall be deemed its acceptance of such charges and fees.

13 LICENCES

- 13.1 The Customer shall obtain, comply with the terms and conditions of, and renew all authorisations, approvals licences and consents (the "Licences") required in relation to all dealings involving the Bank and its business. Upon renewal, a copy of each renewed License shall be submitted to the Bank.
- 13.2 The Customer confirms that it shall not and does not intend to utilize the account(s) or funds paid out from it or to be credited into it in connection with any export, transshipment, transiting or brokering of any strategic items (as described in the Strategic Trade Act 2010), including arms and related material, and other activities that will or may facilitate the design, development and production of weapons of mass destruction and their delivery systems unless it holds the relevant and valid Licenses required under the Strategic Trade Act 2010.

For this purpose the Customer irrevocably indemnifies and undertakes to keep the Bank indemnified against any penalties, sanctions or losses incurred by the Bank in connection with any breach or non-compliance by the Customer with the Strategic Trade Act 2010.

14 SUSPENSION & CLOSURE OF ACCOUNTS/ SERVICES

- 14.1 Subject to *Shariah* Principles, the Bank may close, suspend, freeze or execute or refuse to execute any transaction on, any account without prior notice or reference or liability to the Customer:-
- i) in accordance with Bank Negara Malaysia's Guidelines on the Dishonoured Cheques Information System or any applicable guidelines issued by Bank Negara Malaysia;

- ii) where the Customer fails to fulfil or adhere to the requirements under item 17.2 below;
 - iii) where the Customer (1) has analogous proceedings instituted against it; (2) has a liquidator, receiver, manager, special administrator; (3) has a moratorium declared in respect of its debts or liabilities; or (4) enters into an assignment, composition or scheme of arrangement with its creditors;
 - iv) where required by any written law or by any order, judgment, directive, notice or instruction issued by any court, tribunal or governmental or regulatory authority having jurisdiction over the Bank or its operations;
 - v) where the account is opened, operated or any withdrawal/transfer is made in conflict with the *Shariah* Principles;
 - vi) where the Customer is dissolved or wound up; or
 - vii) where the written instruction for termination of the Islamic contract in respect of the account(s) is signed/endorsed by the Customer(s) in the same manner as that pertaining to the mode of account opening and operation of the account(s).
- 14.2 The Bank may close any account by thirty (30) days (or such other period as the Bank may specify) notice to the Customer and may, but is not obliged to disclose any reason for the closure, provided always that the Bank's ability to disclose the reason for closure shall be to the extent permitted by law. The Bank may discharge its liability to the Customer for the moneys in the closed account by mailing to the Customer at the last address notified to the Bank a cashier's order or a draft in the currency of the deposit or its equivalent in an alternative currency selected by the Bank, or any other method it deems fit if any restriction or prohibition is imposed on the convertibility, transferability or availability of the currency of deposit. into
- 14.3 Upon the closure of an account, whether by the Customer or the Bank, all unused cheques (if any) issued to the Customer in relation to that account shall immediately be returned to the Bank.
- 14.4 The Bank may without liability to the Customer, suspend operation of any or all accounts and/ or services if as a result of any act, matter or thing beyond the Bank's control, the Bank's records, accounts or services are not available for access or access to it is restricted, or if the Bank receives contradictory instructions in relation to any account or becomes aware that there is a dispute in relation to any account or receives of a garnishee order affecting an account, or any notice of appointment as agent for tax purposes.
- 15 COMMUNICATIONS**
- 15.1 All notices and communications to the Customer sent by post or left at the last address notified to the Bank shall be deemed to have been received by the Customer on the second Business day following such posting or on the day it was so left. All notices and communications sent by fax to the Customer shall be deemed to have been received by the Customer on the date of transmission. All notices and communications sent to the Customer by any other method or medium (including via display on the Bank's internet website(s) or the Bank's offices) shall be deemed received when it would have been delivered in the usual course.
- 15.2 The Bank shall not be liable if any communication is delayed, intercepted or lost during delivery or transmission or if the content of such communication is disclosed to third parties during transit. If any communication is returned undelivered, the Bank will not be obliged to send any further communications until the Customer updates its account mailing address.
- 16 CHEQUES AND CHEQUE TRUNCATION AND CONVERSION SYSTEM ("CTCS")**
- 16.1 If cheque book is provided by the Bank, requisitions for cheques may be made personally, by way of the Bank's printed requisition forms or such other method as the Bank may from time to time specify. If a cheque book is not collected within fourteen (14) days (or such other period as the Bank may specify) of notification to the Customer, the Bank shall be entitled to mail it to the Customer's last address notified to the Bank. All postage charges will be borne by the Customer. The Bank will not be liable for any loss (direct or indirect) arising from the interception, loss or delay in delivery of any cheque book whilst in the mail.
- 16.2 Cheques may not be drawn on the Bank except on the forms supplied for each account by the Bank or on forms which comply with CTCS cheque design specifications. The Bank is entitled to reject and/or return any cheque drawn on it that is not in such form or in compliance with CTCS requirements. The Bank is also entitled to reject and/or return to the presenting bank any CTCS cheque or IRD where the image of the cheque is missing or unclear. The Bank shall not be liable to the Customer for any liability, loss, damage, costs or expenses incurred by the Customer arising from or in connection with any such rejection of a cheque.
- 16.3 The Customer shall not draw cheques, keep cheque books or operate any account in a manner which may facilitate theft, fraudulent alteration or forgery of, or which may affect the clearing of any cheque. Upon receipt of a new cheque book, the Customer shall ensure that the Customer's name and account number are correctly printed on the cheques and that all cheques are intact. The Customer shall immediately notify the Bank in writing of any mistake or irregularity in relation to the cheque book or cheques. The Customer shall immediately notify the Bank in writing and place a stop payment order on the relevant cheques if any cheques are stolen, misplaced or lost. The Bank may issue a new cheque book to the Customer upon the Customer issuing a satisfactory indemnity to the Bank and upon payment of the prevailing prescribed charge (which the Bank may without further reference to the Customer debit to the account).
- 16.4 Where the Bank is the presenting bank, it shall be entitled to return, refuse to present for payment or to present for payment only if it has been indemnified to its satisfaction, any of the following:
- i) cheques which do not comply with CTCS cheque design specifications;
 - ii) cheques with alterations;
 - iii) cheques or IRDs which are mutilated or damaged (including, without limitation, cheques which are torn or on which the details are smudged or are unclear);
 - iv) cheques or IRDs which are not drawn in accordance with CTCS requirements including, without limitation, cheques on which light coloured ink is used, cheques which contain company stamps or personal seals, and cheques which the Bank may be unable to make a clear scanned reproduction of or any reason;
 - v) cheques or IRDs which have passed their validity period or which were previously presented by the Customer to another presenting bank; or
 - vi) any cheque or IRD which the Bank in its absolute discretion considers does not comply with the requirements or practices relating to CTCS.
- 16.5 The clearing of cheques is subject to prevailing industry requirements and practices and the Customer authorises and instructs the Bank to clear cheques via such means as prescribed by prevailing industry requirements and practice for a cheque of that nature and currency. If a cheque or IRD is dishonoured or returned for any reason, the document returned to the Customer shall be in accordance with prevailing industry requirements. In the case of a cheque, the document returned will be an IRD as prescribed by prevailing industry requirements and practice, and the Bank may return the original cheque to the Customer upon request in lieu of the IRD or the Return Advice. The Customer shall not have both at any one time. Where the returned physical item can be presented, the Bank shall place a sticker over the Unique Identifier Code (UIC) to allow for the processing of the item with a new UIC. When the returned physical item cannot be presented, the Bank shall place a sticker over the UIC and deface the front portion of the cheque with a "Non-Representable" stamp.
- 16.6 The Bank may in its absolute discretion refuse to pay over the counter cheques on which the word "bearer" has been deleted or struck through.
- 16.7 The Bank may mark cheques as "good for payment", in which case, the Customer's account shall immediately be debited with the amount of the marked cheque, and the Bank's prevailing fees and charges for such marking as well as any fees and charges imposed by the paying bank, whereupon it will not be possible to stop payment of the marked cheque. The Customer acknowledges and agrees that the marking of cheques is subject to prevailing industry procedures and requirements relating to marking, including any cut-off time for notification of the marking to the paying bank. Where the Bank is the presenting bank, the marking of any cheque shall be subject to the agreement of the paying bank to honour the cheque.
- 16.8 Unless the Bank otherwise agrees, all requests to stop payment of a cheque shall be in writing and signed by the authorised signatories of the Customer. The Bank shall use its best efforts to act on a request to stop payment of a cheque but shall not be liable or responsible to the Customer for failing to act on such a request. The Customer agrees to indemnify the Bank in full against any loss, damages, liabilities, actions, proceedings, claims, demand, costs and expenses (including legal fees on a full indemnity, solicitor and client basis) arising out of or in connection with a request to stop payment of a cheque. Stop payment instructions shall be valid for a period of six (6) months from the date of receipt of the Customer's request to stop payment, or such other period as the Bank may from time to time prescribe. The Customer acknowledges that a stop payment order may have no effect on the rights of a holder in due course of a financial instrument to make a claim directly against the Customer.
- 16.9 Where an account is overdrawn, the Bank shall be entitled to refuse to make partial payments on any cheques. Where several cheques are presented for payment and the total amount of the cheques exceeds the balance standing to the credit of the account, the Bank shall have absolute discretion to decide which of the cheques should be paid, if any.
- 16.10 CTCS cheques presented to the Bank will be retained for twelve (12) months after presentation or such other period as may from time to time be prescribed. Images of CTCS cheques presented to the Bank will be archived for seven (7) years or such other period as may from time to time be prescribed. Subsequently, such cheques or images, as the case may be, shall be destroyed. Any request by the Customer to retrieve the cheque or the image of the cheque prior to its destruction must be in writing. Any fees and charges imposed by the Bank and/or incurred by the Bank in connection with the retrieval shall be for the account of the Customer.

16.11 Where cheques drawn in one currency are to be credited into an account maintained in a different currency, unless otherwise agreed, the conversion shall be at the Bank's applicable foreign exchange rate as determined by the Bank in its sole discretion.

17 KNOW YOUR CUSTOMER (KYC) POLICIES & REQUIREMENTS

17.1 The Customer acknowledges that the Bank is required to adopt and comply with stringent "know your Customer" policies and requirements ("KYC Requirements") for the purpose of ensuring compliance with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and all other applicable law and regulations and directives. The continued availability of the account(s) and processing of any transaction(s) are subject at all times to the fulfilment by the Customer of such requirements to the satisfaction of the Bank including but not limited to providing satisfactory information or confirmation to the Bank for the purpose of establishing beneficial ownership or source of funds or purpose of payments etc. The Bank shall be entitled to terminate the account(s) and/or refuse to process any transaction(s) at any time if any of the Bank's KYC Requirements cannot be complied with or a breach thereof is threatened.

17.2 The Customer acknowledges that the Bank is required to comply with stringent laws and regulations for the prevention of financial crime. The continued availability of the account and processing of transactions is subject to the Customer fulfilling requirements in accordance with such laws including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and regulations including Bank Negara Malaysia's guidelines to the satisfaction of the Bank. Without prejudice to the generality of the foregoing, the Customer:

- i) shall cooperate fully in respect of any enquiry that the Bank may make for the purposes of compliance with any applicable law or regulation (as may be amended, re-enacted or replaced from time to time) including but not limited to promptly providing all relevant information, details and/or documents as may be necessary to enable the Bank to comply with the same;
- ii) shall provide the Bank with such information, documentation and other evidence as requested by the Bank in order for the Bank to carry out and be satisfied it has complied with all "Know Your Customer" ("KYC") and other similar procedures that it is required (or deems desirable) to conduct for the purpose of ensuring compliance with laws and regulations and, in each case, inform the Bank promptly of any changes, failing which the Bank shall be at liberty to (i) close any account(s) or (ii) refuse to process any instructions or transactions, or (iii) reverse any transactions in order to ensure compliance with applicable laws, rules and regulations;
- iii) warrants that except as informed to the Bank otherwise, it is the beneficial owner and principal of the account and all monies paid to or from the account shall be from lawful sources of activity and not unlawful sources or activities. The Bank shall be entitled to terminate the account(s) and/or refuse to process any transaction(s) at any time if any of the Bank's KYC requirements cannot be complied with or a breach thereof is threatened; and
- iv) shall comply with all laws and regulations to which it may be subject to, including any anti-money laundering, counter terrorist financing and other laws and regulations related to financial crimes.

17.3 The Customer warrants to the Bank that save as informed to the Bank otherwise, it is the principal in relation to the account(s) and the funds in credit in it from time to time and all monies to be paid to and from the account(s) shall be from lawful sources of activity and not unlawful sources or activities as provided in the AMLATFPUAA.

17.4 The Customer covenants and undertakes that it shall not pay into the account(s) or utilize any monies for money laundering purposes or financing of terrorism or any purpose which may violate any laws, regulations or directives relating to money laundering or terrorist financing as defined under the AMLATFPUAA or any other applicable laws or regulations including without limitation, the laws of Japan or the United States of America (as each may be applicable).

17.5 The Customer acknowledges that Malaysia, Japan, the United States of America (if applicable), and/or other government and/or other applicable regulatory authorities may impose, from time to time, specific sanctions against certain countries, entities and individuals. The Bank may be unable to process affected transactions that involve or are suspected to be a breach of sanctions or requirements imposed by such authorities or any relevant authority having jurisdiction over the Bank. Such authorities may require the account(s) and all related transactions and/or placements under it to be not connected in any manner with any sanctioned countries, entities or individuals (including without limitation, Iran, Cuba, North Korea, Syria, Crimea region of Ukraine and any others as notified by any of such applicable authorities from time to time).

17.6 The Customer agrees that if the Bank is required to disclose any information in relation to any transaction or account, or if any payment or other transaction in connection with any account is blocked, frozen, delayed, refused or cancelled because it is claimed or suspected to be sanctioned-related or suspected to involve money laundering or terrorist financing, the Bank shall not be liable for any such disclosure or for any direct, indirect or consequential losses, liabilities, penalties, costs or

expenses howsoever arising in relation to or by reason thereof, and the Customer shall fully indemnify and keep the Bank indemnified against all such losses, liabilities, penalties, costs or expenses which the Bank may incur.

17.7 The Customer warrants and undertakes that it shall disclose and furnish to the Bank any information required or deemed necessary and to the satisfaction of the Bank in a timely manner within the period specified by the Bank for the purposes of complying with any laws, rules and regulations including but not limited to anti money laundering, customer due diligence and/or "know your Customer" standards whether or not made or established by the Bank failing which the Bank shall be at liberty to (i) close any account(s) or (ii) refuse to process any instructions or transactions, or (iii) reverse any transactions in order to ensure compliance with applicable laws, rules and regulations.

18 COMPLAINTS

18.1 All complaints and/or disputes relating to any account(s) or services may be made in writing, in person or via telephone, fax or e-mail specifying the nature of the complaint and/or dispute and directed to the Bank at the following address:-

Complaints Unit
Sumitomo Mitsui Banking Corporation Malaysia Berhad (Company No: 201001042446 (926374-U))
 Suite 22-03 Level 22
 Integra Tower The Intermark
 348 Jalan Tun Razak
 50400 Kuala Lumpur.
 Tel No: 03-2176 1500
 Fax No: 03-2165 1599
 Email: ComplaintsUnit@my.smbc.co.jp

18.2 The Bank will investigate all genuine complaints upon receipt of all requisite information and evidence relating to such complaint. The Customer may appeal to the senior management of the Bank or to the Ombudsman for Financial Services or Bank Negara Malaysia (as applicable) if the Customer is not satisfied with the decision of the Bank pertaining to any complaint.

19 PERSONAL DATA

19.1 The Customer agrees that the Bank requires, from time to time to have the Customer's directors, officers, secretaries, signatories, authorised users or any other persons authorised by the Customer from time to time ("Authorised Persons") personal details and information ("Personal Data") as specified by the Bank to enable the Bank to provide and to continue to provide the respective services to the Customer in relation to the account. The Customer represents and warrants to the Bank that it has obtained consent of the Authorised Persons for the process and disclosure of data under the Personal Data Protection Act 2010 and for the disclosure of the Personal Data according to Clause 11, Disclosure and Personal Information. The Customer agrees and understands that the Personal Data will be transferred and stored outside Malaysia and that SMBC Group will be obliged or compelled to disclose such Personal Data if legally compelled to do so. A copy of the privacy notice in relation to the Personal Data is made available to the Customer and Authorised Persons and can be downloaded at the Bank's web-site (www.smbc.co.jp/global/malaysia).

20 NO PAYMENT OF INTEREST

20.1 For the avoidance of doubt and notwithstanding any other provisions to the contrary herein contained, it is hereby agreed and declared that nothing in these Terms and Conditions shall oblige the Bank or the Customer, respectively, to pay or to receive interest (by whatever means or name called) on any amount due or payable to another party or to do anything contrary to the *Shariah* Principles.

21 DORMANT ACCOUNT(S) AND UNCLAIMED MONIES

21.1 Unclaimed moneys from uncleared banker's cheques over twelve (12) months from the issued date will be transferred to the Registrar of Unclaimed Moneys.

21.2 An account which has not been operated in whatsoever manner by the Customer for twelve (12) consecutive months will be classified as dormant account. For dormant account having balance of more than RM10, a service fee of RM10 per annum will be imposed until the 7th year after which the remaining balance will be transferred to the Registrar of Unclaimed Moneys pursuant to the Unclaimed Moneys Act 1965. Subsequently, the account will be closed. For dormant account with a balance of RM10 and below, the Bank may debit the remaining balance as service fee and close the account accordingly.

21.3 Unclaimed monies from uncleared banker's cheques over twelve (12) months from the issued date will be transferred to the Registrar of Unclaimed Monies

22 FOREIGN CURRENCY ACCOUNTS (PROTECTED BY PIDM UP TO RM250,000 FOR EACH DEPOSITOR)

22.1 The provisions of this clause apply to all foreign currency accounts (including foreign currency Term Deposit-i wherever applicable) unless otherwise stated.

- 22.2 Foreign currency accounts may be opened in foreign currencies acceptable to the Bank, only with the approval of and at the discretion of the Bank.
- 22.3 The Customer undertakes to comply at all times with all applicable conditions, overnight limits, laws and regulations from time to time imposed by the Bank Negara Malaysia and all relevant authorities. Without prejudice to the above, the Customer shall immediately inform the Bank in writing of (i) (in the case where the Customer is an exporter) any changes in the volume of export proceeds; (ii) any changes in the conditions affecting any prescribed overnight limits and any breach of the qualifying conditions imposed by Bank Negara Malaysia in relation to the operation of any foreign currency account; and/or (iii) any proposed or anticipated remittances (whether by telegraphic or electronic transfers or otherwise) of proceeds into a foreign currency account.
- 22.4 Although the foreign currency in which a deposit is made or expressed ("Account Currency"), the Bank shall have the right, in its absolute discretion, to pay the Customer any amount to be withdrawn from the account by any one or more of the following methods:-
- i) in bank notes of the Account Currency;
 - ii) in a cheque drawn by the Bank on any bank in the country of the Account Currency, payable in the Account Currency;
 - iii) by payment in Ringgit Malaysia equivalent to the amount in the Account Currency to be withdrawn at such exchange rate to be determined by the Bank in its absolute discretion; and/or
 - iv) in any other manner as the Bank may, in its absolute discretion, think fit.
- 22.5 The Bank shall be under no obligation to accept any withdrawal requests or deposits of foreign currency notes.
- 22.6 The opening, operation or maintenance of any foreign currency account (including any foreign currency fixed deposit account) shall at all times be subject to all prevailing industry requirements and practice, the FSA and all relevant rules, regulations and directives thereunder from time to time in force. The customer undertakes to comply at all times with all applicable conditions, overnight limits and regulations from time to time imposed by the Bank Negara Malaysia and all relevant authorities. Without prejudice to the above, the customer shall immediately inform the Bank in writing of:
- i) (in the case where the customer is an exporter) any changes in the volume of export proceeds;
 - ii) any changes in the conditions affecting any prescribed overnight limits and any breach of the qualifying conditions and/or overnight limits imposed by the Controller of Foreign Exchange in relation to the operation of any foreign currency Account; or
 - iii) any proposed or anticipated remittances (whether by telegraphic or electronic transfers or otherwise) of proceeds into a foreign currency Account."
- 22.7 The Customer acknowledges and represents that it is aware of the foreign exchange risk involved in foreign currency fixed deposits, including the risks that:
- i) earnings on foreign currency accounts are dependent on the exchange rates prevalent at the time of maturity or withdrawal as the case may be; and
 - ii) adverse exchange rate movements could erase profit earnings completely and/or reduce the principal amount.
- 23 GENERAL**
- 23.1 If any provision contained in these Terms and Conditions becomes invalid, illegal or unenforceable under any law or the *Shariah* Principles, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired.
- 23.2 The Bank is entitled to waive compliance with any provision contained in these Terms and Conditions, but such waiver shall be without prejudice to the Bank's right to enforce compliance with any such provision on any other occasion.
- 23.3 Unless the Bank's prior written consent has been obtained, the Customer shall not assign, transfer, charge, pledge or otherwise encumber or dispose of any account and/or any part of the monies standing to the credit of the account.
- 23.4 The Bank shall not be responsible for or liable to the Customer for any diminution in value of funds due to taxes or depreciation or for unavailability of funds for withdrawal at any time due to restrictions on convertibility or transfers, exercise of governmental powers, or any other cause beyond the Bank's control. In addition, if any restriction on the availability, conversion or transfer of any currency is imposed, the Bank shall not be obliged to pay the Customer the funds in the account in that currency. The Bank is also not responsible for the effect of laws, regulations, governmental measures or restrictions of any relevant country which may be applicable to multi-currency or foreign currency accounts or the assets of the Customer.
- 23.5 These Terms and Conditions, and the rights and obligations of the Bank and the Customer relating to each account and its operation are governed by the laws of Malaysia. The Customer submits to the non-exclusive jurisdiction of the Malaysian courts and consents to service of process by registered mail to the last address notified by the Customer to the Bank (without prejudice to any other method of service allowed by law).
- 23.6 These Terms and Conditions together with any terms, conditions, rules and regulations contained in the Bank's cheque books, deposit vouchers and any other documents and forms supplied by the Bank, and any agreement between the Customer and the Bank relating to the Customer's accounts with the Bank, shall comprise the entire agreement between the Bank and the Customer in relation to the accounts established with and services provided by the Bank, and the Customer shall be bound by the same.
- 23.7 Subject to *Shariah* Principles, the Bank reserves the right at any time and from time to time to add to, amend, modify, supplement or vary these Terms and Conditions in the manner as acceptable to the Bank in the following ways:
- i) by notice on any of the Bank's internet websites; or
 - ii) by notice in any account statement sent to the Customer; or
 - iii) by notice posted at the Bank's office(s); or
 - iv) by notice sent to the Customer's address; or
 - v) by any other mode the Bank deems suitable.

PART B: SPECIFIC TERMS AND CONDITIONS

(The Specific Terms and Conditions in this Part B are in addition to the Terms and Conditions in Part A. These Specific Terms and Conditions are applicable for the relevant Islamic account opened with the Bank and prevails over the Terms and Conditions in Part A in the event of conflict between Part A and Part B (if any).)

1 CURRENT ACCOUNT-i (PROTECTED BY PIDM UP TO RM250,000 FOR EACH DEPOSITOR)

In addition to the Terms and Conditions in Part A, the following shall apply on Current Account-i ("CA-i"):

1.1 Interpretation

In these Terms and Conditions of CA-i ("Terms and Conditions" and shall include any amendments, variations and supplements made from time to time), terms defined in Part A shall apply unless the context otherwise requires and save as expressly defined below:-

- i) "account" means any CA-i which the Customer may establish with the Bank from time to time, opened and maintained on the basis of Islamic loan (*Qard*), where the payment of the loan is guaranteed by the Bank and as such, the Bank has the right to utilise the money in the account;
- ii) "*Hibah*" refers to a transfer of ownership of an asset from a donor (*Wahib*) to a recipient (*Mawhub Lahu*) without any consideration.
- iii) "*Qard*" refers to a contract of lending money by a lender to a borrower where the latter is bound to return an equivalent replacement amount to the lender.

1.2 Principle of *Qard*

In accordance with the *Shariah* contract of *Qard*:

- i) The Customer lends to the Bank the monies equivalent to the monies placed by the Customer in the account from time to time;
- ii) The Bank borrows from the Customer the monies equivalent to the monies placed by the Customer in the account from time to time; and
- iii) The Customer shall enter into the *Shariah* contract of *Qard* for the purpose of opening and maintaining the account.

1.3 Profit

Subject to *Shariah* Principles, the Bank is not obliged to grant profit or dividend arising from the account. However, the Bank may grant benefit based on the *Shariah* concept of *Hibah* at the full discretion of the Bank.

1.4 Temporary Excess on Current Account-i

- i) The Bank may at its absolute discretion and in the manner as determined solely by the Bank grant from time to time sums in excess of the available credit ("Excess") to the Customer. The Excess shall be treated as a loan granted by the Bank under the *Qard* contract.
- ii) The Customer agrees to pay all outstanding Excess amounts that the Bank may grant as a benefit from the available credit given and pay the Excess.
- iii) Each time Excess is granted, the Customer shall be liable to pay a fee at the time and in the manner as determined by the Bank from time to time.
- iv) The Excess shall be temporary in nature and the Customer shall pay the Excess amount granted within three (3) days of the Excess granted by the Bank to the Customer unless otherwise agreed by the Bank. If the Customer fails to pay the fees payable and/or Excess amount within the agreed time frame, the Customer agrees that the Bank shall have the right to charge and the Customer shall pay the *Ta'widh* (compensation) on the outstanding amount based on the Islamic Interbank Money Market rate.
- v) The Customer hereby undertake to ensure that the utilization of Excess is for *Shariah*-compliant purposes only.

1.5 Customer's Duties

- i) A statement of account will be rendered to the Customer once a month or on such periodic basis as the Bank may from time to time determine, where one or more transactions have taken place in that period in relation to the account. Where the Bank determines that the Customer's account has been inactive for at least one year or such other period as may from time to time prescribed by the Bank, no statement of account will be sent in relation to such inactive account. The Customer shall notify the Bank in writing if the Customer does not receive any statement of account within seven (7) days of the expected date of receipt.
- ii) If any cheque books are issued, the Customer shall immediately notify the Bank in writing if the Customer does not receive a cheque book which he has requested, within two (2) weeks from the date of its request.

- 1.6 The Bank reserves the right, upon giving reasonable notice, to amend, delete and/or add to any of these Terms and Conditions subject to such rules, regulations, guidelines and/or directives whether or not having the

force of law required of or imposed upon the Bank from time to time by Bank Negara Malaysia (BNM) or any other authority having jurisdiction over the Bank, provided always that it does not contradict the *Shariah* principles. The Customer agrees that its continued participation in this product shall constitute their acceptance of these Terms and Conditions (as modified and varied from time to time).

2 TERM DEPOSIT-i (PROTECTED BY PIDM UP TO RM250,000 FOR EACH DEPOSITOR)

In addition to the Terms and Conditions in Part A, the following shall apply on Term Deposit-i ("TD-i"):

2.1 Interpretation

In these Terms and Conditions of TD-i ("Terms and Conditions" and shall include any amendments, variations and supplements made from time to time), terms defined in Part A shall apply unless the context otherwise requires and save as expressly defined below:-

- i) "account" means any TD-i which the Customer may establish with the Bank from time to time, opened and maintained on the basis of *Commodity Murabahah*;
- ii) "Commodity" means the specific *Shariah* compliant Commodity as acceptable to the Bank;
- iii) "*Commodity Murabahah* Transaction" means, the purchase and sale of the Commodity between the Customer (through the Bank, as agent of the Customer) and the Bank;
- iv) "*Murabahah*" refers to an arrangement of purchasing an asset at cost and selling it at a mark-up with both the acquisition cost and profit amounts being disclosed in the contract;
- v) "*Murabahah* Purchase Transaction" means the transaction for the purchase of the Commodity by the Bank, as agent of the Customer, from the Commodity trader or supplier to purchase the Commodity on cash basis at the Purchase Price (a price equivalent to the TD-i Deposit);
- vi) "*Murabahah* Sale Transaction" means the transaction for the sale of the Commodity to the Bank under the contract of *Murabahah*, by the Bank acting as agent on the Customer's behalf on deferred or upfront payment basis at the *Murabahah* Sale Price;
- vii) "*Murabahah* Sale Price" means the sale price (equivalent to Purchase Price plus profit) to be paid by the Bank to the Customer upon maturity or upfront for each Commodity *Murabahah* Transaction, whereby the profit is computed based on the following formula:

$$\text{Profit} = \text{Principal Amount} \times \text{Rate} \times \frac{\text{No. of days}}{360/365^*}$$

*(based on currency)

Note: Unless otherwise advise by the Bank separately in writing that customer is to bear the said fees, the brokerage/ trading fees to buy and sell the commodity may would be borne by the Bank.

- viii) "Principal" means the sum already deposited/placed in the account upon opening or renewal of account, as the case may be;
- ix) "Purchase Price" means the purchase price of the Commodity (which is equivalent to the monies deposited by the Customer in the account) as payable by the Customer to the Commodity trader or supplier under the Purchase Transaction;
- x) "Purchase Transaction" means the purchase transaction of the Commodity by the Customer through the Bank acting as its agent from the Commodity trader or supplier;
- xi) "TD-i Deposit" means the monies deposited by the Customer in the account for TD-i;
- xii) "*Wakalah*" refers to a contract where the Customer, as principal (*muwakkil*) authorises the Bank as its agent (*wakil*) to perform a particular task on matters that may be delegated, with or without imposition of a fee.

2.2 Payment of TD-i Deposit

Upon the Customer's signing of the related TD-i account opening form and placement form, the Customer shall immediately pay the TD-i Deposit (equivalent to the Purchase Price of the Commodity) to the Bank.

2.3 Principle of *Commodity Murabahah* with *Wakalah*

- i) The TD-i product is based on *Shariah* Principles of *Commodity Murabahah* (cost-plus sale) with *Wakalah*.
- ii) Subject to these Terms and Conditions, under *Wakalah* concept, the Customer (*Muwakkil*) appoints the Bank and the Bank agrees to be appointed as the Customer's agent (*Wakil*) in accordance with Clause 2.4(i) below.

- iii) Following the appointment of agent as stated above, the Bank acting as an agent to the Customer shall enter into the Commodity *Murabahah* Transaction in the manner as set out in Clause 2.5(i) below.

2.4 Appointment as Agent

- i) The Customer hereby makes an offer to appoint the Bank as an agent of the Customer and the Bank agrees to accept the appointment as the agent of the Customer:
 - a) to purchase and conclude the purchase of the Commodity from any Commodity trader or supplier on cash basis at the Purchase Price and to do and execute all acts in relation thereto;
 - b) to sell and conclude the sale of the Commodity on deferred payment to the Bank at the *Murabahah* Sale Price and in the manner as determined by the Bank, upon the Bank having received the Deposit and purchased the Commodity for and on behalf of the Customer, and to do all acts in relation thereto;
 - c) to do all acts and execute all documents, agreements, forms or instruments for an on behalf of the Customer in connection with the purchase and sale of the Commodity in accordance with these Terms and Conditions and observe and perform all obligations required to be done in connection with these Terms and Conditions; and
 - d) to negotiate with or impose under any intermediary arrangement or any agreement of sale of the Commodity to the Commodity traders, industrial firms or suppliers and the Bank's clients on behalf of the Customer in relation to the purchase and sale of the Commodity.
- ii) Upon purchase of the commodity from the third party, the Customer may request to take physical delivery of the Commodity and in the event the Customer were to exercise such right to take physical delivery, all costs and expenses in respect thereof shall be borne by the Customer
- iii) The offer by the Customer of the agency as referred to in Clause 2.4(i) above shall be deemed to be concluded upon signing by the Customer of the TD-i account opening form and whereas, the acceptance by the Bank of the agency as referred to in Clause 2.4(i) above shall be deemed to be concluded upon the Bank opening the account or renewal thereof.
- iv) Each purchase and sale transaction will be entered into by the Bank in the name of the Customer on a fully disclosed basis to any third party and the Customer consents to the Bank's exercise of such discretion notwithstanding the absence of any notice. The Bank will, in performing its obligations and activities in the transactions look after the best interest of the Customer and act in good faith.
- v) The Customer shall indemnify and keep indemnified the Bank on its first demand against all losses, claims, actions, proceedings, damages, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by the Bank as a result of the purchase and sale of the Commodity under any transaction contemplated hereunder as agent of the Customer or a breach by the Customer any of its obligations herein. This indemnity shall survive the termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off counter claim or otherwise.
- vi) The Bank shall not be obliged to enter into any transaction, nor follow any instruction of the Customer, if in the opinion of the Bank by entering into such transaction or following such instruction, the Bank would be in contravention or violation of any law, *Shariah* Principles, policy, rule or regulation.

2.5 Commodity *Murabahah* Transaction

- i) Pursuant to Clause 2.3 (iii) above, the Commodity *Murabahah* Transaction as follows shall be completed on the same day or on the next Business day from the date of placement of TD-i Deposit:
 - a) firstly, the Bank acting as an agent of the Customer will enter into the *Murabahah* Purchase Transaction with a Commodity trader or supplier to purchase the Commodity on cash basis at the Purchase Price (a price equivalent to the TD-i Deposit);
 - b) secondly, the Bank acting as agent of the Customer will enter into the *Murabahah* Sale Transaction with the Bank to sell the Commodity to the Bank on deferred payment at the *Murabahah* Sale Price (a price represents the TD-i Deposit plus profit) to be payable by the Bank to the Customer upon maturity or at such time as advised by the Customer and acceptable to the Bank; and
 - c) finally, the Bank will sell the Commodity to a different Commodity broker which is different from the first broker on cash and spot basis.
- ii) In relation thereof, the Customer shall indemnify the Bank against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by the Bank as a result of the Commodity *Murabahah*

Transaction. The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off, counter claim or otherwise.

- iii) The Commodity *Murabahah* Transactions shall be executed and completed on Business days. In the event the TD-i Deposit is placed into the account or the cheque/fund is cleared on a non-Business day, the Customer agrees that the profit will be calculated from the Business day immediately preceding after the completion of the Commodity *Murabahah* Transaction.
- iv) If the Net Incremental comprises any amount arising from deposit placement via cheque which is yet to be cleared, the Bank may, but under no obligation, to proceed to conduct the Commodity Trading at the same Business day or next Business day by advancing its own money base on *Shariah* principle of *Qard*, on behalf of the Customer for the purchase of the Commodity from the Commodity Supplier on behalf of the Customer. Thereafter, the Commodity will be sold to the Bank at the Selling Price, which consists of the Purchase Price and Ceiling Profit. The amount advanced by the Bank shall be reimbursed by the Customer from the cheque clearing amount made available thereafter.
- v) In any event that the cheque turns dishonoured, but the Commodity Trading had already been completed, the Customer hereby agrees that the Purchase Price component (principal payment due) from the Selling Price be offset with the advance amount and full rebate (Ibra') be granted on profit component. Thereafter, the Bank and the Customer agree that there will be no further obligation with regard to the said Net Incremental.
- vi) For cases where the mode of deposit is by way of cheque and in the event the said cheque is returned or dishonoured after issuance of advice, the Bank reserves the right to close the TD-i account and treat the Advice as cancelled and invalid whether or not the said Advice is returned to the Bank for cancellation. In this case, the Customer shall be deemed to have failed to effect payment of the Purchase Price on the relevant Purchase Transaction date and therefore, the Customer shall bear all actual losses, costs and expenses and indemnify the Bank in pursuant to Clause 2.4(v) of this Part B for TD-i above.
- vii) The Bank shall issue a standard advice to the Customer upon completion of Commodity *Murabahah* Transaction and creation of TD-i ("Advice").

2.6 Bulk Purchase of Commodity

The Commodity, being the underlying Commodity of the Commodity *Murabahah* Transaction may be purchased from the Commodity trader(s) or supplier(s) in bulk. If the Commodity is purchased in bulk, the Commodity shall be jointly and severally owned by a group of Customers subscribing to the account to which every Customer in the group hereby acknowledges and agrees. In this event, each of the Customers will own undivided share of the Commodity corresponding to the TD-i Deposit placed in the account(s) which has been utilized to purchase the Commodity.

2.7 Profit Payment

- i) Subject to Clause 2.12 on early payment (premature withdrawal), the Bank may credit the profit into Customer's account either upfront, monthly or upon maturity.
 - a) For upfront profit payment, the profit will be paid one (1) day or any other day after Commodity *Murabahah* transaction has been concluded and deemed as suitable by the Bank via crediting of Customer's account as indicated in placement form;
 - b) For monthly profit payment, the amount to be received by the Customer is equivalent to the profit amount to be distributed for the month via crediting of Customer's account as indicated in placement form;
 - c) For profit at maturity, the Bank shall pay the Customer the whole profit amount on lump sum basis or six (6) monthly as the case may be.
- ii) Payment shall be made to the designated account as Customer instruction in the placement form as authorised signatory of the TD-i upon presentation of valid identification.
- iii) The Customer who opted for upfront or monthly profit payment is encouraged to have Islamic CA-i with the Bank to facilitate crediting of profit.

2.8 The profit rate quoted shall be determined by the Bank from time to time.

2.9 The tenure for which money can be placed on TD-i shall range from:-

- i) For Foreign Currency: From One (1) day to twelve (12) months as may be determined by the Bank from time to time.

2.10 TD-i Renewal

- i) Based on the TD-i placement form submitted by Customer, renewal is allowed upon maturity. A fresh Commodity *Murabahah* Transaction

shall be concluded to affect the said renewal. All fees and charges pertaining to the renewal shall be borne by Customer.

- ii) A new Advice will be issued to the Customer for each renewal.
 - iii) In the case of renewal upon maturity, the profit can be reinvested together with the Principal, for the same tenure unless otherwise advised by the Customer.
 - iv) For upfront and monthly profit, only the Principal can be reinvested for the same tenure unless other advised by the Customer.
 - v) It is agreed upfront that the TD-i will be renewed automatically together with profit, if any, (except for the upfront profit, renewal is on the Principal only) upon maturity at the Bank's prevailing rate for the same tenure unless the Bank receives written instruction to the contrary from the Customer at least two (2) Business days before the maturity date of the TD-i. Upon renewal of the TD-i which date shall be a Business day, the Bank being an agent to the Customer shall perform the *Commodity Murabahah* Transaction and is authorised by the Customer to negotiate on behalf of the Customer with the Commodity trader or supplier in relation to the *Commodity Murabahah* Transaction. This process will be repeated at each time of renewal.
- 2.11 Top-up is not allowed at any point of time during the tenure. The Customer may place or make new TD-i, in which case, the Bank will deem it as a new placement and an Advice will be issued to the Customer.
- 2.12 Early Payment (Premature Withdrawal)
- i) Withdrawals of TD-i may only be made on the maturity date. Withdrawals before the maturity date may be made with prior notice to the Bank and followed by written instruction and **PROVIDED ALWAYS** that any loss/penalty charges for such withdrawals shall be fully borne by the Customer.
 - ii) For early payment (premature withdrawal), the Customer agrees that the Bank is entitled to pay an amount that is less than the agreed *Murabahah* Sale Price and the Customer agrees to grant *Ibra'* (rebate) on all of the contracted profit to the Bank, i.e. no profit shall be paid by the Bank. The Customer shall waive its right to the Bank on the entire contracted profit.

- In the event the Bank has credited the profit amount for TD-i during the opening of the TD-i account or on monthly basis in the previous month(s) prior to early payment (premature withdrawal) of the TD-i, the Bank will deduct the said profit amount from the Principal. In this regard, the Customer agrees that the *Murabahah* Sale Price as payable by the Bank to the Customer shall be reduced by an amount equivalent to the said profit amount through a mechanism of *Ibra'* or any other mechanism as determined by the Bank.

Rebate / *Ibra'* = *Murabahah* Sale Price - (P - PA)

Where:

Murabahah Sale Price = Principal + Profit

P = Principal

PA = Profit Paid (applicable for upfront and monthly profit payment)

- 2.13 Partial premature withdrawal is not allowed.
- 2.14 If there is any inconsistency between the physical evident of the TD-i advice produced by the Customer or other evidence of whatsoever nature / description and the statement of account of the Bank, the latter prevails in respect of such inconsistency.
- 2.15 The TD-i documentary evidence produced by the Customer cannot be used to claim against the Bank and in the event of any dispute or conflict between the Bank's records of the Customer and the Customer's TD-i documentary evidence, the Bank's records shall prevail for all intents and purposes.
- 2.16 The Bank reserves the right, upon giving reasonable notice, to amend, delete and/or add to any of these Terms and Conditions subject to such rules, regulations, guidelines and/or directives whether or not having the force of law required of or imposed upon the Bank from time to time by Bank Negara Malaysia (BNM) or any other authority having jurisdiction over the Bank, provided always that it does not contradict the *Shariah* principles. The Customer agrees that its continued participation in this product shall constitute their acceptance of these Terms and Conditions (as modified and varied from time to time).

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