

## TERMS AND CONDITIONS GOVERNING TERM DEPOSIT-i ACCOUNT

Enumerated below are the General and Specific Terms and Conditions governing the opening and operations of Term Deposit-i (TD-i) Account with the Bank.

### **Part A: Shariah and Commodity Murabahah**

#### **1. Shariah Laws**

- 1.1 The operation of the account shall be subject to the nature of my/our business or occupation not being against Shariah Law and principles. The Bank reserves the right to close the account if the nature of the business or my/our occupation has changed from a lawful (halal) to an unlawful/prohibited (haram) activity.
- 1.2 The Bank reserves the right to reject any form of deposit acquired from sources that are unlawful/prohibited (haram) under Shariah Law.

#### **2. Commodity Murabahah via Tawarruq Arrangement**

- 2.1 The Shariah contract applicable is Commodity Murabahah (CM) via Tawarruq Arrangement whereby the Customer appoints the Bank under Wakalah contract, as his/her agent to buy Commodity from any commodity traders and thereafter to sell the Commodity to the Bank under Murabahah/Musawamah contract on deferred payment.
- 2.2 "Commodity" refers to the commodity that is halal and comply to Shariah principles, without the Bank's warranties on quality, condition, quantity and description and without liability on any loss or deterioration of the commodity.
- 2.3 "Murabahah (cost plus profit sale)" is a sale of a commodity at cost price plus at an agreed profit margin. The seller (customer) expressly mentions the cost incurred in the sale of the commodity and sells it to the buyer (Bank) at a mark-up which is known to the buyer.
- 2.4 "Tawarruq" is a transaction where the Bank buys the commodity on a deferred payment basis at cost price plus profit margin and then sells the same commodity to a third party on a spot payment basis at the cost price for the purpose of getting immediate cash.
- 2.5 "Wa'd" is a unilateral promise which refers to an expression of commitment given by one party to another to perform certain action(s) in the future.
- 2.6 "Wakalah (Agency)" is a contract in which a party mandates another party as its agent to perform a particular task in matters that may be delegated voluntarily or with imposition of a fee.
- 2.7 "Ibra' (Rebate)" means rebate that represents the "waiver on rights of claim" accorded by the Customer to the Bank that has an obligation which is due to the Customer.

#### **3. Appointment of the Bank as an Agent**

- 3.1 Based on the Shariah contract of Wakalah, the Customer appoints the Bank and the Bank agrees to accept the appointment to act as the agent of the Customer to undertake and perform the commodity trading for and on behalf of the Customer subject to and upon the terms of these Terms and Conditions. The Bank will only act as the Customer's agent and will not assume, or be deemed to have assumed, any other obligations to, or to have any special relationship with the Customer other than those for which specific provision is made in these Terms and Conditions.
- 3.2 As the Customer's agent, the Bank shall, during the Tenure and acting for and on behalf of the Customer, have the following power and authority:-
  - 3.2.1 To do and execute all such acts and deeds (and to appoint agent to do and execute such acts and deeds) with respect to the purchase of the Commodity as determined by the Bank on a cash basis ("Purchase Transaction"), for the amount deposited or renewed with the Bank ("Purchase Price") through purchase agreements, certificates and/or other instruments; to negotiate with such commodity traders or supplier acceptable to the Bank ("the Supplier") on behalf of the Customer in relation thereto; and to take possession (physical or constructive) of the Commodity;
  - 3.2.2 To sell the Commodity on deferred payment to the Bank at Selling Price on behalf of the Customer from time to time and to do and execute all acts and deeds (and to appoint agent to do and execute such acts and deeds) in relation thereto ("Sale Transaction").

("Purchase Transaction" and "Sale Transaction" are collectively referred to as "Commodity Murabahah Transaction").
- 3.3 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 or any of its affiliate would be in contravention or violation of any law, policy, rule or regulation provided that the Bank shall promptly notify the Customer in writing of the occurrence of any such events.
- 3.4 The Customer shall be entitled to request and take physical delivery of the Commodity. In the event the Customer were to exercise such right to take physical delivery, all costs and expenses associated with the physical delivery of the Commodity shall be borne by the Customer.

- 3.5 In the event the Customer decides to take physical delivery of the Commodity, the Bank will not be able to perform the Sale Transaction (as defined in clause 3.2), hence no profit will be paid for the Term Deposit-i.
- 3.6 The Customer shall indemnify and keep the Bank indemnified at all times against all losses, claims, actions, proceedings, damages, costs and expenses which may be brought or claimed by any party and/or incurred or sustained by the Bank as a result of the Bank acting as the Customer's agent to complete the Commodity Murabahah Transaction or a breach by the Customer of any of the Customer's obligation in these Terms and Conditions except for any losses or damages as a result of the Bank's wilful default, gross negligence or breach of specified terms by the Bank. This indemnity shall continue to be applicable even after:-
- 3.6.1 The closure of the Term Deposit-i by the Customer or the Bank; and/or
- 3.6.2 The termination of the banker-customer relationship.
- All sums payable under this indemnity shall not be subject to any deduction either by way of set off, counter claim or otherwise.
- 3.7 The appointment of the Bank as an agent shall be completed upon fulfilment of the Bank's obligations as the agent to purchase and the agent to sell the Commodity on behalf of the Customer.

#### 4. Commodity Murabahah Transactions

- 4.1 The Commodity Murabahah transactions shall be executed on Trading days as follows:-
- 4.1.1 The Customer instructs the Bank (its "agent") to enter into a purchase transaction ("Purchase Transaction") for the purchase of the Commodity for the amount desired to be deposited during the Tenure;
- 4.1.2 The Customer shall immediately pay the Purchase Price to the Bank for the Purchase Transaction;
- 4.1.3 The Bank, then as agent for and on behalf of the Customer, will purchase the Commodity at the Purchase Price from the Supplier for the Deposit Period;
- 4.1.4 The Customer thereafter, may sell and the Bank may purchase the Commodity at a Deferred Sale Price ("Sale Transaction");
- 4.1.5 The Purchase Transaction shall be executed on the same day of placements made between 9.30 a.m. to 4.00 p.m. from Monday to Friday. Any placement made after the stipulated time will be effective on the next Trading day.
- 4.2 No transaction can be made in any Commodity that consists of pork, alcoholic drinks, tobacco, narcotics, gold, silver or any other items which are not acceptable to the Customer and the Bank.
- 4.3 The Selling Price shall be computed as follows:-

$$\text{Selling Price} = \text{Placement Amount} + \text{Profit}$$

- 4.4 The brokerage/trading fees to buy and sell the commodity will be borne by the Bank.

#### 5. Profit Computation/Profit Payment

- 5.1 The Profit shall be computed as follows:-

$$\text{Profit} = \text{Placement Amount} \times \text{Profit Rate (\%)} \times \text{Tenure} / 365 \text{ or } 366 \text{ days}$$

### Part B: General Terms And Conditions

#### 1. Account Opening

- 1.1 I/We/The Organisation am/are/is authorised to open the account and hereby furnish the particulars required to open the account and declare that all the information is correct. I/We/The Organisation undertake(s) to inform the Bank of any changes to my/our personal/the Organisation's details.

#### 2. Placement And Tenure

- 2.1 The money deposited in the TD-i must be in Ringgit Malaysia ("RM") only. The minimum deposit in the TD-i and the tenure of deposit may be determined by the Bank from time to time.
- 2.2 The tenure of deposit:-
- (a) Normal Tenure:-  
Range from 1 to 60 months (available in multiples of 1 month).
- (b) Odd Tenure:-  
Above 1 month to 12 months e.g. 32 days, 40 days, 100 days, 275 day, etc.
- 2.3 For the purpose of transaction, I/we/the Organisation shall open and maintain (if I/we/the Organisation have/has not opened and maintained) a Savings/Current Account-i with the Bank.

- 2.4 The acceptance and/or renewal of such placement, tenure(s) and rate(s) quoted upfront for TD-i is at the absolute discretion of the Bank. Where any cheque(s) is deposited for placement and/or a placement TD-i Receipt/Placement Confirmation Advice is issued to me/us it shall be subject to the clearance of the cheque(s).

### 3. **Renewal**

#### 3.1 Renewal Option:-

(a) Normal Tenure:-

Upon maturity, the TD-i shall be automatically renewed for the same period and at the prevailing profit rate.

(b) Odd Tenure:-

No automatic renewal upon maturity.

#### 3.2 Partial withdrawal is not allowed.

### 4. **Term Deposit-i (TD-i) Receipt**

#### 4.1 All TD-i Receipt(s) issued by the Bank must bear the signature of the Bank's Authorised Officer(s).

#### 4.2 I/We/The Organisation confirm(s) that the automatic renewal instruction given on all my/our existing deposit placement(s) and subsequent maturity are to be automatically renewed for the same period at the prevailing profit rate at each maturity date unless otherwise advised by me/us. A written advice notice must be given not less than seven (7) days prior to the maturity date(s) of the respective deposit placement(s).

#### 4.3 Payment will be made to the authorised signatory on production of the TD-i Receipt duly endorsed.

#### 4.4 I/We/The Organisation agree(s) with the profit rate as stated on the TD-i Receipt.

#### 4.5 I/We/The Organisation shall complete the instruction on the reverse of the TD-i Receipt on withdrawal or renewal.

#### 4.6 The automatically renewed TD-i Receipt will be issued upon request and upon surrender to and receipt by the Bank of the original relevant expired/matured TD-i Receipt.

#### 4.7 The original TD-i Receipt is to be kept in a safe place at all times. In the absence of the original TD-i Receipt or where the original TD-i Receipt is lost/misplaced/destroyed, I/we/the Organisation shall provide the Bank with an indemnity acceptable to the Bank. Nevertheless, the Bank reserves the right to reject, without assigning any reason, my/our request for withdrawal of the TD-i proceeds or request for a replacement TD-i Receipt, as the case may be. The decision of the Bank shall be final.

### 5. **Profit**

#### 5.1 Profit on the TD-i will cease at due date. Accrued profit on the TD-i is subject to the Bank's right to withhold such sum(s) as are required as withholding or other taxes, levies or impositions.

#### 5.2 Profit Rate:-

(a) Normal Tenure:-

TD-i for various tenures of deposit shall be determined upfront on the date of placement.

(b) Odd Tenure:-

To be quoted by Treasury Division.

#### 5.3 Payment of Profit:-

(a) Normal Tenure:-

Profit in respect of the TD-i for periods exceeding twelve (12) months will be paid six (6) monthly or at such other intervals as may be agreed between the Bank and the Customer. Payments will be made to the Customer subject to the production of the Customer's identity and to the production of the TD-i Receipt duly endorsed as provided above or under special prior written arrangement with the Bank. For all other deposit periods, profit will be paid upon maturity.

(b) Odd Tenure:-

Only upon maturity.

#### 5.4 Profit is calculated based on the actual number of days for the completed months.

#### 5.5 Premature Withdrawal:-

(a) I/We/The Organisation consents to grant Ibra' (rebate) to the Bank on the whole part of the profit upon the withdrawal of the funds or deposits prior to the maturity date. No profit will be paid to me/us/the Organisation in case of premature withdrawal.

(b) Where the TD-i profit is credited into my/our/the Organisation Current/Savings Account-i on a monthly or six (6) monthly basis and the TD-i is withdrawn prematurely, such profit credited prior to withdrawal of the TD-i will be deducted from the principal before the TD-i withdrawal proceeds are released to me/us/the Organisation.

- 5.6 In the event the maturity date of the TD-i falls on a non-Business Day, the Bank shall effect the Payment on the next Business day. The customer agrees that no additional profit is payable by the Bank to the Customer. "Business Day" means a day (excluding Saturday, Sunday and Public Holiday) on which financial institutions are open for business in Malaysia.

## 6. Liability

- 6.1 The Bank shall not be responsible for any losses or damages to me/us by reason of any compliance or non-compliance by the Bank where payment instructions issued by me/us is/are incomplete or ambiguous or where the amount of the deposit(s) is insufficient to cover the bank charges and the amount specified in such instructions or by reason of or arising from the business or operations, impeded or interfered by delays, forgery of signatory's signature, alteration and/or forgery due to my/our negligence, hostilities, breakdown of electricity or power supply or telecommunications or other communications network systems, riots, blockades, strike, embargoes or machine or equipment failure.
- 6.2 Any payments made by the Bank pursuant to any instructions purporting to be signed by me/us or my/our authorised representative(s) shall be a complete discharge and the Bank shall be absolved from any liability to me/us and any other parties thereon.
- 6.3 I/We/The Organisation shall indemnify the Bank, as collecting banker, for all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever which the Bank may incur on any instruments presented by me/us for collection and shall be deemed to have been collected at my/our expressed request in every case for the credit of my/our account.
- 6.4 When the Bank accepts or incurs liability on my/our behalf or at my/our request, any funds or securities and other valuables deposited with the Bank belonging to me/us and in the hands of the Bank shall automatically become security to the Bank. The Bank may retain such funds or securities or valuables in the hands of the Bank or any part thereof and be entitled even to dishonour any withdrawal instructions until the liability is settled.
- 6.5 I/We/The Organisation hereby give(s) consent to the Bank to disclose information such as may be required by Bank Negara Malaysia (BNM) in compliance with their directives and/or to companies in the Public Bank Group and other financial institutions for the purpose of a bona fide credit evaluation.
- 6.6 Should the Bank retain or is obliged to retain solicitors to enforce any of its rights hereunder or otherwise whether by judicial proceedings or any other manner in relation to my/our account, I/we/the Organisation shall be liable to pay to the Bank all costs, fees and charges in relation thereto and the Bank shall have the right to debit my/our account with such costs, fees and charges.
- 6.7 I/We/The Organisation agree(s) that the Bank shall not be responsible for and I/we/the Organisation shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank with any or all the banking accounts whatsoever, or the execution by the Bank of any instructions or if any of my/our banking accounts or any part thereof is reduced or frozen by any government or official authority.
- 6.8 To the fullest extent permitted by law and provided that it is not due to the Bank's gross negligence or wilful default, the Bank shall not be responsible for any costs, losses, charges and/or damages that I/we/the Organisation may incur or suffer in connection with any failure, disruption or malfunction to the system or infrastructure utilised by the Bank.

## 7. Right Of Set Off

- 7.1 I/We/The Organisation agree(s) that in addition to any general lien or other similar right to which the Bank as bankers may be entitled at law, the Bank may at any time, with seven (7) calendar days prior notice, combine or consolidate all or any of my/our banking accounts with and the liabilities to the Bank wheresoever situate and set off or transfer any sum or sums standing in the credit of this TD-i Account in or towards satisfaction of any of our liabilities to the Bank whether such liabilities to the Bank be present, future, actual, contingent, primary or collateral or several or joint.
- 7.2 Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which I/we/the Organisation am/are/is liable with the existing currency so converted. The Bank shall not be held liable or responsible for any loss arising as a consequence of exercising its rights hereof.

## 8. Change Of Records

- 8.1 I/We/The Organisation am/are/is to notify the Bank immediately in writing of any changes of the relevant records maintained with the Bank such as change of authorised signatories, change of partners (in the case of a partnership account), change of the Memorandum and Articles of Association or Constitution, change of address, etc.

## 9. Suspension Of Account

- 9.1 My/Our account and/or the operation of my/our account may be closed, terminated, suspended or frozen under any of the following circumstances:-
- 9.1.1 Death, insanity or bankruptcy;
  - 9.1.2 In case of a limited company, filing of a winding-up petition against me/us; and/or
  - 9.1.3 The service of any legal process or order by the court on the Bank against my/our account.

## 10. Minor's Account

- 10.1 I/We hereby confirm and agree that the account is not a trust account and neither is it a joint account with the minor. I/We am/are the guardian/parent of the minor and agree and acknowledge that I/we am/are the Customer(s) of the Bank.

- 10.2 I/We agree that upon the minor attaining the age of eighteen (18) years, I/we, together with the minor shall jointly give fresh instructions and furnish the mandate for the operations of the account. Until a fresh mandate is received by the Bank, the existing mandate shall continue to operate.
- 10.3 In the event of my/our death before the minor attains the age of eighteen (18) years, the account shall be frozen and the matters pertaining to the account shall be referred to the executor(s)/Administrator(s) of my/our estate(s). The Bank reserves the right to act on the advice of its legal advisors. The costs and expenses incurred thereto shall be debited from the account.
- 10.4 Where I/we or the minor is/are a Muslim, the account shall be subject to Shariah.

#### 11. **Joint Account**

- 11.1 We, the account holders agree that in the event of the demise of one account holder, the Bank is authorised to pay the balance standing to the credit of this account to the survivor(s) and such payment shall constitute a valid discharge by the Bank of the amount due in this account.

We jointly and severally agree to indemnify the Bank and keep the Bank indemnified at all times from and against any proceedings, claims, losses, damages, penalties, charges, costs and expenses brought against or suffered or incurred by the Bank as a result of the release of the credit balance in the account to the surviving account holder.

- 11.2 We agree to the method of operating the account as stipulated in the Bank's prescribed account opening form executed by us. We also agree and acknowledge that the mandate given as to the operation of this account can be terminated by any one of us, and the Bank is entitled to act on the same. In such event the Bank may not permit any withdrawals from this account until receipt of a fresh mandate from us.

- 11.3 We, the account holders, agree and authorise the Bank as follows:-

11.3.1 To credit into the Joint Account funds, whether in cash or via electronic fund transfer, cheques and other negotiable instruments belonging to or payable to either/any one of us. In consideration of the above and the Bank agreeing to place all amounts received by the Bank whether in cash or via electronic fund transfer or from cheques and other negotiable instruments favouring either/any one of us to the credit of the joint account and to deliver any instrument or cheque the Bank may hold on the joint account to either/any one of us; and

11.3.2 To accept a written notification, in such form acceptable to the Bank, duly signed and presented by all of us of our intention to close the Joint Account. In the event that we are not all present at the Bank, we agree that the Bank shall close the Joint Account upon receipt of such written notification submitted personally to the Bank by any one of us. We further agree and acknowledge that any instruction from us to the Bank to close the Joint Account conveyed either verbally or by way of telephone, facsimile or internet e-mail is not acceptable to the Bank.

We hereby jointly and severally undertake to save harmless and keep the Bank indemnified against all losses, claims, demands, proceedings, actions, suits, damages, costs, charges, expenses and other liabilities incurred or arising from our authorisation above, subject to the Bank's right to reject at any time and for any reason any cash, electronic fund transfer, cheques or other negotiable instrument received, or as a consequence of the Bank refusing to act or acting on our instructions to close the Joint Account and paying the remaining balance in the Joint Account as per our instruction.

#### 12. **External Account**

- 12.1 An external account may be opened by a non-resident (i.e. a person, firm, institution or company which is not a resident).
- 12.2 A non-resident is not permitted to have a resident account.
- 12.3 The sources and uses of funds in an External Account are subject to the rules imposed under the Islamic Financial Services Act 2013 and the Foreign Exchange Policy Notices.

#### 13. **Limited Liability Partnership (LLP) Account**

We, the representative of the Organisation, for and on behalf of the LLP, hereby:-

- 13.1 Confirm that the authorised signatories for the operation of the LLP Account are not bankrupts and neither are they/any one of them prohibited from taking part in the management of the LLP;

- 13.2 Confirm that we shall immediately notify the Bank in writing in the event of:-

13.2.1 Any change in the partners of the LLP and/or any change in the authorised signatories of the operation of the LLP Account; and

13.2.2 Any partner is or hereafter becomes a bankrupt, and in such an event we, the representatives shall forward to the Bank the relevant Notice(s) lodged with the Registrar on the cessation of a Partner or the inclusion of a new Partner or a certified fresh/new Resolution informing the Bank of the change in the authorised signatories to the LLP Account, as the case may be.

#### 14. **Rubber Stamp**

- 14.1 The imprint of the rubber stamp of the firm/company/society/club/association must be affixed on the Bank's prescribed account opening form together with the specimen signature(s) of the person(s) authorised to operate the account.

15. **Perbadanan Insurans Deposit Malaysia (PIDM)**

15.1 The deposits maintained by me/us/the Organisation in this account are protected by PIDM up to RM250,000.00 for each depositor.

15.2 Any money withdrawn from my/our insured deposit is no longer protected by PIDM, if:

15.2.1 The purpose is for purchasing any units in a unit trust scheme/opening of a savings account at Lembaga Tabung Haji/opening of a savings scheme of Skim Simpanan Pendidikan Nasional (SSPN).

15.2.2 It is for a purchase of or transferred to a:-

- (a) Deposit account payable outside Malaysia;
- (b) Deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;
- (c) Deposit account held by a non-deposit taking member of the PIDM; or
- (d) Non-deposit account (including without limitation unit trust scheme, securities trading account, gold investment account but excluding a takaful or insurance product).

15.3 **Trust Account**

15.3.1 I/We/The Organisation being the trustee(s) of the account acknowledge that I/we/the Organisation am/are/is required to provide and submit the following information and documents to the Bank in accordance with clause 3(1) of the Malaysia Deposit Insurance Corporation (Disclosure Requirement for Trust Accounts and Joint Accounts) (Amendment) Regulations 2022 ("MDIC Regulation"):-

- (a) A statement that the deposit in the account is held in trust by me/us/the Organisation;
- (b) My/Our/The Organisation's name(s), address(s) and identity card number(s) or passport number(s) or any other identification details acceptable to the Bank; and
- (c) Details of the beneficiary(ies) to the account.

15.3.2 I/We/The Organisation being the trustee(s) of the account acknowledge that if the purpose of the account is for any e-money scheme, I/we/the Organisation am/are/is required to provide and submit the following information and documents to the Bank in accordance with clause 3(2) of the MDIC Regulation:-

- (a) A statement that the deposit in the account is held in trust by me/us/the Organisation;
- (b) Any supporting documentation acceptable to the Bank showing that:-
  - (i) The deposit in the account is held in trust by me/us/the Organisation for the purposes of e-money scheme; and
  - (ii) The issuer of the electronic money/e-money is an approved issuer of electronic money/e-money by Bank Negara Malaysia under Section 11 of the Financial Services Act 2013 or Section 11 of the Islamic Financial Services Act 2013;
- (c) My/Our/The Organisation's name(s), address(s) and identity card number(s) or passport number(s) or any other identification details acceptable to the Bank.

15.3.3 I/We/The Organisation undertake that:-

- (a) I/We/The Organisation shall inform the Bank immediately should there be any changes to the information and/or documents provided and/or submitted to the Bank; and
- (b) In the event the Bank requests for any information and/or documents pursuant to the MDIC Regulation, I/we/the Organisation shall immediately provide such information and/or documents to the Bank.

15.3.4 In the event the I/we/the Organisation fail(s) to comply with the above clauses, the Bank has the right to suspend and/or close the account.

16. **Islamic Financial Services Act 2013 (IFSA) And Bank Negara Malaysia (BNM) Guidelines On Product Transparency and Disclosure**

16.1 I/We/The Organisation understand(s) and acknowledge(s) that pursuant to the Section 146 of the Islamic Financial Services Act 2013 ("IFSA"), the Bank is legally permitted to disclose my/our information relating to my/our affairs, banking accounts or conduct thereof (including my/our credit standing) to third parties as approved by BNM to facilitate and/or enable the Bank and/or the related and associate companies within the PBB Group to perform its and/or their functions. I/We/The Organisation hereby irrevocably consent(s) to and authorise(s) the Bank to disclose the said information to any guarantor(s)/security parties, the Bank's lawyers, debt collection agents, third parties and/or related and associate companies within the PBB Group at any time and without notice or liability as the Bank may in its discretion determine expedient to enable the Bank and/or the related and associate companies within the PBB Group to perform its and/or their functions.

17. **Data Protection Notice and Consent**

- 17.1 I/We/The Organisation am/are/is aware that the Bank's Privacy Notice on the collection, use, storage and sharing of my/our personal information and matters related thereto are available at the Bank's website. The Bank's Privacy Notice may also be obtained from any of the Bank's branches.
- 17.2 I/We/The Organisation am/are/is aware of the Bank's intention to keep me/us informed of important information, announcements and news about the products and services including promotional offers and marketing material of the Bank and its Affiliates. The list of the Bank's Affiliates are set out in the Bank's Privacy Notice.
- 17.3 I/We/The Organisation understand(s) that I/we/the Organisation am/are/is entitled to obtain access to and to request correction of any personal information held by the Bank and that I/we can inform the Bank to cease using my/our personal information for the purposes stated in Part B: General Terms and Conditions clause 17.2 above and that such request can be made in writing to the Bank at my/our account holding branch or by sending it to Customer Services Department, 13th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur.

18. **Unclaimed Moneys Act 1965**

- 18.1 I/We/The Organisation am/are/is aware of the provisions of the Unclaimed Moneys Act 1965 wherein:-
- 18.1.1 TD-i on automatic renewal will be classified as unclaimed money seven (7) years from the date of the last transaction initiated by me/us.
- 18.1.2 The funds in the account are required to be transferred to the Registrar of Unclaimed Moneys (RUM).
- 18.2 I/We/The Organisation agree(s) to come to the Bank in person prior to the expiry of the seven (7) years as aforesaid to perform a withdrawal or deposit transaction in order to re-activate the account. In consideration of the Bank agreeing to my/our above request, I/we/the Organisation agree(s) and undertake(s) to hold the Bank harmless and indemnified against all liabilities whatsoever for any delay/omission/error in carrying out my/our above instructions.
- 18.3 If I/we/the Organisation fail(s) to re-activate the account, I/we am/are aware that the Bank shall give us twenty-one (21) days advance notice before arranging to transfer the funds in the account to the RUM.

19. **Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA)**

- 19.1 The Customer hereby agrees and confirms that the Customer shall at all times adhere and comply with AMLATFPUAA in respect to all transactions made to the TD-i or matter arising thereto whether directly or indirectly whereby:-
- 19.1.1 The Bank shall be entitled to keep all records of the Customer's transactions and to further disclose any information pertaining to the Customer as may be required by law or any governmental or regulatory directive for the purpose of compliance of AMLATFPUAA.
- 19.1.2 The Customer undertakes to provide the Bank with all relevant information and documents as and when requested for the purpose of identification of the Customer and verification of the source of funds under the "Know Your Customer" principle.
- 19.1.3 The Customer confirms that all monies paid/deposited into the TD-i comes and shall at all times come from lawful sources and not from any unlawful activities.

20. **Common Reporting Standard (CRS) and Foreign Account Tax Compliance Act (FATCA)**

- 20.1 "CRS" is the Standard Tax Law on Automatic Exchange of Information developed by the Organisation for Economic Co-operation and Development (OECD) for exchange of financial account information held by non-residents. It requires Public Bank Berhad and its group of companies including subsidiaries, related companies and branches ("PBB Group"), where applicable to collect financial account information held by non-residents or Malaysian with foreign tax residency(ies) and report such information to the Inland Revenue Board of Malaysia (IRBM) whereby the IRBM will exchange these customers' financial account information with any relevant tax authorities from CRS reportable jurisdictions on an annual basis.
- 20.2 "FATCA" is a legislation enacted by the U.S. Government that requires the PBB Group which has participated in the FATCA regime either through the Intergovernmental Agreement or via a Foreign Financial Institution Agreement to report account information relating to U.S. Persons via the IRBM/relevant tax authorities or directly to the U.S. Internal Revenue Service (IRS) on an annual basis.
- In attaining the objectives of enforcement and compliance with FATCA and CRS tax laws, the PBB Group is obliged to obtain additional customers' personal information, certifications and documentation from customers establishing business relationships and dealings with the PBB Group. Such information may be sought either at the time of account opening or any time subsequently, in particular when there is a change in circumstances.
- 20.3 I/We/The Organisation agree(s) and undertake(s) to notify the Bank within thirty (30) days in the event of change in my/our/the Organisation's information, including but not limited to any change of residential/business address, phone number, nationality, personal/organisation's tax identification information, company ownership, etc. I/We/The Organisation shall forward to the Bank or the PBB Group, where applicable the required documentation evidencing such change within ninety (90) days from the date of the said change.
- 20.4 I/We/The Organisation hereby expressly consent(s) to the Bank or the PBB Group, where applicable disclosing my/our/the Organisation's tax residency information for the purposes of CRS and FATCA reporting which includes but is not limited to my/our/the Organisation's Tax Identification Number (TIN) to the IRBM or any relevant tax authorities for the purpose of ensuring the Bank and the PBB Group's compliance with applicable laws and regulations under FATCA and CRS.

- 20.5 I/We/The Organisation hereby confirm(s) that:-
- 20.5.1 I/We/The Organisation shall comply with my/our/the Organisation's obligations under clauses 20.3 and 20.4 above;
  - 20.5.2 All information provided by me/us/the Organisation in the forms and documents completed and/or provided to the Bank or the PBB Group, where applicable is true, correct, reliable and updated; and
  - 20.5.3 The Bank or any member of the PBB Group is allowed to disclose my/our/the Organisation's financial account information to the IRBM or any relevant tax authorities as required.
- 20.6 I/We/The Organisation hereby acknowledge(s) and agree(s) that should I/we/the Organisation refuse, fail and/or neglect to update my/our/the Organisation's records with the Bank or the PBB Group or comply with FATCA and/or CRS requirements and/or provide false, incorrect, inaccurate or out-dated information to the Bank or the PBB Group, the Bank or the PBB Group, where applicable, shall be at liberty to do as follows:-
- 20.6.1 Close my/our/the Organisation's account(s) with the Bank and any account I/we/the Organisation have/has with the PBB Group;
  - 20.6.2 Refuse any new services of the Bank or the PBB Group, where applicable to me/us/the Organisation; and
  - 20.6.3 Provide my/our/the Organisation's account information to IRBM or any relevant tax authorities in fulfilment of the Bank's or the PBB Group's FATCA and CRS obligations, where applicable.
- 20.7 I/We/The Organisation confirm(s) that I/we/the Organisation shall obtain independent legal advice on my/our/the Organisation's obligations under FATCA and CRS and shall ensure full compliance to the same and further confirm that neither the Bank nor any member of the PBB Group is obliged to provide me/us/the Organisation legal and/or tax advice on the same.

21. **e-Banking Service**

- 21.1 I/We who am/are individual(s) aged eighteen (18) years old and above will be granted with the Bank's e-Banking Service, subject to the conditions imposed by the Bank and my/our acceptance to the terms and conditions governing Public Bank Online Banking and Mobile Banking.
- 21.2 I/We agree that the use of, access to and termination of the Bank's e-Banking Service is subject to the terms and conditions governing Public Bank Online Banking and Mobile Banking which is available at the Bank's website.

22. **Notices and Communication**

- 22.1 I/We/The Organisation shall notify the Bank of any change of address. All communications sent by post by the Bank addressed to or delivered to my/our last known address registered with the Bank shall be deemed to have been duly delivered to me/us.
- 22.2 All notices and communications to me/us will be in writing and may be sent to me/us by internet e-mail or by displaying the same at the Bank's premises and website. All legal processes may be sent to me/us by post to or left at my/our address last registered with the Bank and shall be deemed to have been duly delivered and received by me/us.
- 22.3 The Bank may levy or vary any fees and charges by giving twenty-one (21) calendar days notice via displaying the new fees and charges at the Bank's premises and websites.

23. **Declaration**

- 23.1 I/We/The Organisation shall be required to complete and execute the Bank's prescribed account opening form which shall then form part of this Terms and Conditions.

24. **The Bank's Anti-Bribery and Anti-Corruption Policy**

- 24.1 The Bank has implemented its Anti-Bribery and Anti-Corruption Policy ("ABAC Policy") which adopts a "zero-tolerance approach" towards any form of bribery and corruption in conducting its business. For more information on the ABAC Policy, please visit the Bank's website.
- 24.2 I/We/The Organisation shall ensure compliance with the ABAC Policy at all times and shall not engage in any acts of bribery or corruption that would be considered to be contrary to the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act"), guidelines, by-laws, regulations and any re-enactments of the MACC Act.
- 24.3 The Bank has the right to terminate the products and/or services provided to me/us/the Organisation immediately in the event I/we/the Organisation am/are/is found to be in breach of the ABAC Policy or found to be involved in any acts of bribery or corrupt practices.

25. **Force Majeure**

- 25.1 In the event the Bank is unable to perform its obligations under these terms and conditions due to any reason beyond the Bank's control, including but not limited to:-
  - 25.1.1 Any malfunction or failure of equipment, system or transmission link;
  - 25.1.2 Any fire, earthquake, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemic, pandemic, strikes, lockouts, labour disputes, embargo, riot, civil disturbance, tsunami;



- 25.1.3 Any failure of or disruption to telecommunications, internet, electricity, water and fuel supply; or
  - 25.1.4 Any other circumstances in the nature of force majeure, that is, an unforeseeable event that prevents the Bank from performing its obligations under these terms and conditions,
- 25.2 The Bank will not in any way be liable for the delay, loss, damage or inconvenience which I/we/the Organisation may suffer as a result of such failure to perform.

26. **Others**

- 26.1 I/We/The Organisation declare(s) that prior to or at the time of the opening of this account, I/we/the Organisation have/has not:-
- 26.1.1 Committed any act of bankruptcy; and/or
  - 26.1.2 Been subject to any resolution or petition for winding up or insolvency being made or presented against me/us.
- I/We further agree that should any of the above be contravened by me/us, the Bank shall close this account without prior notice.
- 26.2 By signing the Bank's prescribed account opening form and affixing the rubber stamp of the organisation, I/we/the Organisation confirm(s) that I/we/the Organisation have/has received, read and fully understood the Bank's Terms and Conditions, Notice of Mandate (if any) and agree to comply with and be bound by and any amendment(s) or variation(s) to the same which the Bank may subsequently introduce, review, revise or replace which are made available on the Bank's website and/or on the notice board at branches and/or which may be communicated by any other approved means.
- 26.3 I/We/The Organisation further agree(s) by continuing to maintain and operate my/our account(s) after the effective date of the amendment(s) or variation(s), I/we/the Organisation have/has accepted the amended Terms and Conditions and the same shall be binding against me/us.
- 26.4 I/We/The Organisation, hereby agree(s) to pay the for any charges/expenses incurred as a result thereof and any other fees or commissions, or for any applicable service charges, maintenance fee or any other reasonable fees and charges imposed by the Bank or such applicable taxes whether currently in force or to be implemented and chargeable by law for the services and facilities rendered to me/us.
- 26.5 I/We/The Organisation agree(s) and undertake(s):-
- 26.5.1 Not to disclose the access identity (ID) and passcode/password to any other person, via unsolicited e-mails, telephone calls or on any website other than the Bank's official website and shall take all reasonable steps to secure the passcode/password and ensure the security device is secured at all times; and
  - 26.5.2 To check all transaction alerts in a timely manner and to check account balances, statements of any bank account or designated payment instrument on a regular basis, to detect any unauthorised transaction, error or discrepancy, and to report to the Bank and the issuer of the payment instrument as soon as reasonably practicable in the event any unauthorised transaction, error or discrepancy is detected.
- 26.6 I/We/The Organisation further undertake(s) to report a breach of the security of a passcode/password or the loss of a security device to the Bank as soon as reasonably practicable, upon becoming aware of the breach or loss respectively and undertake to report immediately to the Bank of any error or discrepancies found in any statement or entry. If the Bank does not receive any notification in writing within twenty-one (21) calendar days from the statement date of any errors or discrepancies as regards to the debit or credit entries in the statement, then I/we/the Organisation shall be treated as having accepted such entries made up to the date of the last entry in the statement as correct and conclusive and thereby adopt all withdrawals or other debits to the account therein.
- 26.7 Notwithstanding the provisions herein, the Bank reserves the right to prevent any operation on this TD-i Account if the Bank suspects that the said account is being used for any illegal purpose whatsoever.
- 26.8 The terms and conditions herein shall be subject to the provisions of the Islamic Financial Services Act 2013 (IFSA) and any other modifications thereto or any directive from BNM or as may be directed or required by a regulatory body. The Bank further reserves the right at its sole discretion at any time to vary, amend or revise any of the terms and conditions herein, features and benefits of the account by giving me/us twenty-one (21) calendar days prior notice and/or displaying a notice of the revisions at the Bank's premises and website.
- 26.9 I/We/The Organisation shall ensure that all transactions performed through my/our/the Organisation's account does not and will not contravene with any applicable laws and regulations.
- 26.10 The above Terms and Conditions governs the general rules on the opening and operations of TD-i Account and might vary depending on the TD-i Account product type.

**Part C: Specific Terms And Conditions**

1. **PIBB Malaysia My Second Home Term Deposit-i Account (PIBB MM2H TD-i)**
  - 1.1 Payment will be made to the authorised signatory on production of this PIBB MM2H TD-i Receipt as duly endorsed by the customer and subject to the Ministry of Tourism and Culture's terms and conditions of withdrawal.
  - 1.2 The terms and conditions herein shall be subject to the provisions of the Islamic Financial Services Act 2013 (IFSA) and any other modifications thereto or any directive from BNM or as may be directed or required by the Ministry of Tourism and Culture or such other Ministry or regulatory body from time to time.
2. **Term Deposit-i placement without Term Deposit-i Receipt (Certless Term Deposit-i)**
  - 2.1 For TD-i placements where no TD-i Receipt has been issued, a TD-i Placement Confirmation Advice will be issued upon receipt and acceptance by the Bank of the TD-i placements.
  - 2.2 The entries in the Placement Confirmation Advice shall be deemed as conclusive evidence of my/our instruction to the Bank to effect the placement stated in the Placement Confirmation Advice.
  - 2.3 The Placement Confirmation Advice is merely an acknowledgement of placement of a deposit in the TD-i Account. The Placement Confirmation Advice is not a document of title or an evidence that the TD-i placement is still subsisting and shall not by itself constitute sufficient evidence to rebut any records in the Bank's systems. The records in the Bank's system in relation to the TD-i Account will be deemed as final. As such, the presentation of a Placement Confirmation Advice does not entitle me/us to withdraw the Placement Confirmation Advice amount from the Bank.
  - 2.4 Upon maturity, the TD-i placement shall be automatically renewed for the same contractual period and at the prevailing profit rate. In such event, no Placement Confirmation Advice will be issued by the Bank for such renewed term except upon the Customer's request. A Placement Confirmation Advice for the current renewed term shall supersede all other Placement Confirmation Advice previously issued by the Bank.
  - 2.5 For withdrawal of the TD-i placement, I/we should complete the withdrawal instruction on the Bank's transaction slip with the relevant details and need not present the Placement Confirmation Advice.

In case of conflict or discrepancy between the English text and the Bahasa Malaysia or Chinese translation hereof, the English text shall prevail.

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