



GENERIC TERMS & CONDITIONS APPLICABLE FOR ALL DEPOSIT ACCOUNTS / PRODUCTS / SERVICES

The following generic terms and conditions (GTC) shall apply to the Bank's depository accounts and some of its banking facilities and services.

1. Account Opening

An account shall be opened with not less than the minimum initial cash deposit as determined by the Bank from time to time. A minimum balance as determined by the Bank shall be maintained by the Customer for each type of account thereafter.

The acceptance and continuance of an account and products/services shall be entirely at the discretion of the Bank and the Bank shall not be bound to disclose reason for any non- acceptance or discontinuance or closure of account.

2. Deposits & Withdrawals

Upon acceptance of a deposit by the Bank, the pay-in slip (PIS) will either be machine validated, date-stamped or manually received under the signature of an authorized officer of the Bank. A duplicate copy of the PIS will be given to the Customer. Where the PIS is machine validated, the Customer should check that the particulars are correctly printed on the slip before leaving the Bank's premises. If there is any error, the Customer shall immediately report it to the Bank.

Where the Bank has provided a special service / facility via Cash Deposit Machine (CDM)/Cheque Deposit Machine (CQM) to receive cash and cheques, the Customer shall follow the prescribed procedures correctly.

Every deposit [whether made via Cheque Deposit Machine (CQM), at the counter or by Drop Box] shall only be deemed to have been made if verified by the Bank staff, duly cleared and such deposit is entered into the Bank's records.

The Bank reserves the right to refuse to accept for collection cheques and other monetary instruments which in the Bank's opinion are irregular in any manner or which are not in accordance with the Syariah requirements [for Account(s) under Islamic Banking] or which may have been altered in any way notwithstanding that the alteration may have been countersigned by the drawer.



All cheques and other monetary instruments may be received for collection but the proceeds will not be credited/available until the Bank has received payment for the same cheques and other monetary instruments which are deposited into the Customer's account may not, except by special arrangement be drawn against until the proceeds have been received by the Bank.

The Bank is entitled to debit the Customer's account with the value of cheques previously purchased / discounted for or credited to the Customer's account if such cheques are dishonoured.

Cheques received for collection but dishonored may be returned to the Customer at his/her own risk and expense. The Bank may refuse to accept any deposits or withdrawals whenever there is a breakdown or failure in the on-line computer system affecting any branches of the Bank whether such breakdown or failure be total or partial.

3. Joint Account

Where the account is opened and maintained in joint or more names, the Customers agree that in the event of death of any of the account holders, the Bank shall hold the monies in the account to the order of the survivor(s) notwithstanding the claims of any legal representatives without prejudice to any of the Bank's right arising out of any lien, mortgage, charge, pledge, set-off, counter-claim or otherwise howsoever. Payment to the survivor(s) shall be complete discharge of the Bank.

In the case of a partnership, the authority first given shall remain in force until revoked in writing notwithstanding any change in the constitution or name of the firm or any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of any new partner or partners. The Bank shall be entitled to treat the surviving or continuing partners or partner for the time being as having full power to carry on the business and to deal with its assets if there had been no change in the firm.

With respect to Joint Accounts, either to operate mandate, the Bank shall have the discretion to reject / accept any cheque that is not made payable to all the named Customer(s).

In the event of death of any one of the account holders, the remaining account holder(s) authorize the bank to accept the signature jointly or severally of the remaining account holder(s) as sufficient mandate to continue with the operation of the account and the Bank shall not be liable to any claim from any party, which may arise in exercising such mandate.



4. Instructions

The Customer shall supply the Bank with a list of the names and specimens of the authorized signatures and shall from time to time inform in writing of any change, where applicable, with a certified true copy of a resolution which shall be conclusive evidence. The Customer shall ensure that his signature on cheques, instructions and communication with the Bank corresponds to that given in the specimen signature, failing which the Bank has the sole discretion to decline acting on the same. Notwithstanding the foregoing, the Bank shall be entitled to act on a Customer's cheque, instructions or communication although the Customer's signature differs from that given in the specimen signature if the cheque, instructions or communication did, in fact, emanate from the Customer. Notwithstanding the foregoing, the Bank shall not be liable by reason of any compliance or failure to comply with the Customer's or communication in respect of any cheque or banking instrument.

Dormant Account and Unclaimed Monies

All accounts with no financial transactions for a period of 12 months or more are classified as dormant.

5. Bank Charges

A list of the Bank's fees and charges for depository services and banking facilities and services, as may be imposed and/or revised by the Bank from time to time as it deems fit, shall be made available upon request. Please refer to <http://www.affinbank.com.my/General/Tariff-Charges.aspx> for Affin Bank Berhad latest Tariff of Charges

6. Statement

For statement-based accounts, a statement shall be rendered once a month or at such other frequency determined by the Bank from time to time. The said account statement shall be conclusive and binding upon the customer unless the Bank is notified in writing of any errors / irregularities within 14 days of the date of the account statement.

7. Indemnity

The Customer undertakes to indemnify the Bank fully and completely against all

claims, damages, demands, actions, proceedings, losses and expenses (including legal costs as between solicitors and own client) and all other liabilities of whatsoever nature or description which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the provision of any services by the Bank pursuant to the Terms and Conditions or the acceptance of any instructions given by the Customer or breach by the Customer of any provisions of the Terms and Conditions. The liabilities of the Customer shall be continuing liability and will remain in full force and effect until the liability of the Customer to the Bank is fully discharged.

The Customer shall indemnify the Bank against any loss which the Bank may incur by reason of its guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend warrant or other instruments presented by the Customer for collection and every such guarantee given by the Bank shall be deemed to have been given at the Customer's expressed request in every case.

8. Right Of Set-off

The Customer agrees that the Bank may, at any time and without notice, combine and consolidate all or any account(s) of the Customer with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) including joint accounts in or towards discharge of any sums due to the Bank under any account(s) of the Customer with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency and the Customer hereby authorizes the Bank to effect any such combination, consolidation, set-off or transfer with the necessary conversions at the Bank's prevailing exchange rates which shall be determined by the Bank at its sole discretion.

9. Rules & Regulations Of Regulatory Bodies

The Customer agrees to accept and abide by any changes or amendments to the aforesaid terms and conditions including any new terms and conditions which the Bank at its discretion may impose from time to time. The Customer shall be deemed to have notice of such changes or amendments by advertisement in a national daily newspaper and/or by a notice displayed at the premises of the Bank branch where his/her account is maintained.



Notwithstanding the above terms and conditions, the opening and operation of the account is also subject to the banking practices and laws of Malaysia, rules and regulations of The Association of Banks and The Association of Islamic Banking Institutions in Malaysia and the rules and regulations of regulatory bodies set up by Bank Negara Malaysia.

10. Change of Address, Signature(s) or Particulars

The Customer undertakes to promptly advise the Bank in writing of any change of address or signature(s) or other particulars, failing which the Bank shall be discharged from all liability upon sending any notices to the last known address.

The GTC above will apply to all types of accounts / products / services and the specific terms and conditions set out hereunder shall form part of and be read with the GTC

SPECIFIC TERMS & CONDITIONS

1. STANDING INSTRUCTION (SI)

- a. The Customer undertakes to ensure that sufficient funds are kept in their account to meet payment.
- b. Although the Bank will endeavour to effect such periodical payments , it accepts no responsibility to make the same, and accordingly the Bank shall not incur any liability through any error, refusal or omission to make all or any of the payment or by reason of late payment or by an omission to follow any such instruction.
- c. The Customer hereby agrees that neither the Bank nor any of its CRCs , correspondents or agents will be held liable for any loss or damage due to errors or delays or defaults of any kind in the transmission or delivery of any message in execution of the order by mail, telephone, cable or wireless, including such as may result from the use of codes or due to any act or decree legal or illegal of any government or government agency or due to the failure of any CRC, correspondent or agent to identify the payee in making payment.
- d. This order is subject to any arrangement now subsisting or which may hereafter subsist between the Customer and the Bank in relation to the Customer's account or any banking accommodation afforded to them.
- e. The Bank may at its absolute discretion terminate this order as to future payments at any time by notice in writing to the Customer or without notice at any

time being advised by the above named payee that no further payment is required, or without assigning any reason therefore.

- f. This order will remain effective for the protection of the Bank in respect of payments made in good faith notwithstanding the Customer's death or bankruptcy or the revocation of this order by any other means until notice of the Customer's death or bankruptcy or of such revocation is received by the Bank.
- g. A commission / service charge at the Bank's prevailing rate will be levied for each periodic payment effected by the Bank. This charge does not include the incidental postage and/or stamp duty and the charges of your CRCs, correspondents or agents which may also be applicable.
- h. The Bank may at its absolute discretion levy a charge on each SI payment not effected for lack of fund.
- i. The Customer further undertakes to notify the Bank in writing of any change, alteration or cancellation at least one week before payment. However, the Bank shall not be liable for any failure to comply with such notification and shall not be obliged to give the Customer any reason(s) thereof.

2. MyDebit Card

- a. The MyDebit (the Card) issued shall remain the property of the Bank and the Customer shall return the Card to the Bank upon request.
- b. The Card is issued strictly for the Customer's own use and shall not be transferred, pledged or otherwise use as security for any credit transaction.
- c. The Customer shall not reveal or cause to reveal his / her secret Personal
- d. Identification Number (PIN) to anyone including the staff of the Bank under any circumstances. If the Customer's PIN is discovered or is suspected to be known to any other person, he/she shall notify any branch of the Bank immediately and confirm the same in writing.
- e. In the event of any loss, theft or destruction of the Card, the Customer shall notify the Bank immediately, failing which, he / she shall be liable for any transaction or use of the Card to the extent of the limit of RM3, 000 per Card per day or such other subsequently revised amount that the Customer can withdraw per day inclusive of fund transfers that may be imposed by the Bank from time to time, calculated on a daily basis until of such notification.

- f. All replacement and renewals of the Card shall be subject to the terms and conditions which are in force at the date of replacement or renewal.
- g. The Customer agree and undertake to pay all such charges as the Bank may in its absolute discretion impose from time to time in respect of the issuance / replacement / annual card fee and for transactions performed by the Customer with the use of the Card. The Customer shall on demand by the Bank make good any amount overdrawn plus any interest thereon which shall be calculated based on the Bank's prevailing overdraft interest rate in the event that the Customer's account becomes overdrawn.
- h. The balance stated in the Customer's account which is displayed on the ATM screen shall not include any deposits not verified by the Bank and/or the proceeds of any cheques or negotiable instruments not realized and will not include any cheque which the Customer have issued and have still not been processed by the Bank. The balance displayed or printed shall not be taken as conclusive of the state of the Customer's account with the Bank. The Bank may from time to time consolidate the MyDebit transactions perform on the Customer savings account and reflect them on his/her passbook as two postings for deposits and withdrawals respectively.
- i. The Customer shall accept full responsibility for all transactions made by the use of the Card, whether with or without his/her knowledge or authority, and the Customer accept the Bank's record of transaction as conclusive and binding for all purposes. The Customer further agrees to waive any and all rights and remedies against the Bank in connection thereto. Any transfer of funds made through the ATM machine shall be deemed to be final and settled once the ATM machine has successfully executed the instruction to debit the Customer's account and credit the beneficiary's account.
- j. The Customer shall advise the beneficiary of the transfer on his/her own as the Bank will not do so. All transactions arising from the use of the MyDebit to operate a designated joint account shall be binding on all the account holders jointly and severally. The Customer shall not hold the Bank liable in any way for any loss, damage or injury arising from the use of the Card howsoever caused by any mechanical defect in or malfunction of the ATM or the Card not being honored or otherwise.
- k. The Bank reserves the right at any time to cancel or suspend the use of the Card or to refuse reissue, renewal or replacement of such Card without assigning any reason(s) thereto with or without prior notice. The Customer shall not use the Card after he/she have been notified of its cancellation or suspension by the

Bank and the Customer undertakes to return the Card immediately to the Bank upon such notification. The Customer may terminate this Agreement upon giving notice in writing or upon closing his / her account with the Bank and the Customer hereby undertakes to return the Card immediately to the Bank.

- I. With the activation of magnetic stripe for Cross Border transaction, the Customer shall
 - I. Accept full responsibility for the risk of cloning of the Card.
 - II. Change his/her Personal Identification Number (PIN) upon returning to Malaysia after performing any cash withdrawal overseas (Indonesia, Singapore, Thailand and China).
 - III. Check his/her account transaction upon returning to Malaysia and de-reactivate ATM Regional Link facility at any Affinbank and Affin Islamic Bank branches.
- m. With the activation of 'Contact less' purchase function in MyDebit card, the Customer shall
 - b. Accept full responsibility for the risk of 'pin less' purchase transaction at any POS (Point Of Sales) terminal.
 - c. Ensure the MyDebit is always in his/her custody and not to surrender to any third party to allow the 'contact less' transaction at any 'Contact less' device terminal.

a. CURRENT ACCOUNT

- a. Cheques may not be drawn on the Bank by the Customer except on the forms supplied and registered for each account. Application for chequebook should be made on the printed application form or written request by the Customer except for initial chequebook issuance.
- b. The conditions printed on the chequebook cover are to be strictly observed by the Customer and the conditions therein are in addition to the conditions herein.
- c. The Customer agrees that cheques must be so drawn as to prevent additions or alterations after issue. Cheques must be duly signed in accordance with the specimen signature(s) registered with the Bank. Cheques may be dishonored if the Bank deems them to be irregular in any manner without any liability on the part of the Bank. For Overdrawn Cheques, please refer to <http://www.affinbank.com.my/General/Tariff-Charges.aspx> for Affin Bank Berhad latest Tariff of Charges.

- d. All alterations must be confirmed by the full signature(s) of the drawer(s) as the case may be.
- e. Cheques with alteration(s) will be dishonored if no prior separate written confirmation is received by the Bank or if no confirmation in person is made to the Manager, Bank Services (MBS). Crossed cheques with the crossing 'Opened' can only be paid in cash when presented for payment by the drawer or his known agent.
- f. Upon closure of the account either by the Customer or the Bank, all unused cheque leaves which were issued to the Customer shall become the property of the Bank and the Customer shall forthwith return them to the Bank. Stamp duty paid is not refundable.
- g. Stop Payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-presentation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, a penalty sum as determined by the Bank will be levied.
- h. Please refer to <http://www.affinbank.com.my/General/Tariff-Charges.aspx> for Affin Bank Berhad latest Tariff of Charges.
- i. The Customer confirms he / she is not to draw cheques when there is an insufficient fund in his / her account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- j. The Customer shall at all time only use cheques supplied by the Bank for use with any of the Bank's Current Account. As per BNM guideline, every cheque issued will be charged RM0.50 with effect from 2 January 2015, together with current Stamp Duty charges of RM0.15 per cheque leave.
- k. Current Account is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

4. SAVINGS ACCOUNT

- a. Withdrawals may be made by the Customer on demand during banking hours at the Branches where the account is maintained. The Customer may also withdraw at any other Branches of the Bank subject to any terms and conditions as may be

- imposed by the Bank.
- b. All withdrawals can be affected only by the Customer completing a withdrawal slip provided by the Bank, stating the account number, name of account and the amount to be withdrawn. The Bank reserves the right to refuse withdrawal made in any other manner.
 - c. Interest shall be accrued on the daily balance in the account at the Bank's prevailing savings rate or at any such rate the Bank may announce from time to time. Interest earned will be credited to the Customer's account on a monthly basis.
 - d. Savings Account is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

For Passbook Savings Account Only

- a. Every account holder shall be provided with a Savings Passbook, which must be presented, for every withdrawal made or as and when required by the Bank for any interest or unposted items to be entered. Entries in the Passbook are valid only when initialled by an authorised Bank Officer. The Customer shall examine the Passbook after each transaction before leaving the Bank counter to ensure that the appropriate entries have been made. If there are more than 20 unposted transactions at the time of updating the Passbook, the system will consolidate the transactions into one (1) debit and one (1) credit and post the consolidated figure into the Passbook.
- b. The Passbook is not transferable and cannot be assigned or pledged by the Customer as security and neither can a lien be created on it for the same purpose.
- c. The Customer shall keep the Passbook in a safe place. In the event that the Passbook is lost or destroyed, he/she must notify the Bank in writing immediately. The Bank will issue a replacement Passbook upon an indemnity being furnished to the Bank and a service charge as determined by the Bank will be levied. Please refer to <http://www.affinbank.com.my/General/Tariff-Charges.aspx> for Affin Bank Berhad latest Tariff of Charges.
- d. The Bank will not accept responsibility for loss of Passbook by the Customer through his / her own negligence and will not be responsible for any fraudulent withdrawals from his / her account as a result of such loss.
- e. Passbook Savings Account is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

5. AFFIN PLUS

- a. Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into the Customer's account.
- b. If the Customer issue a cheque when there are insufficient funds in his / her account, the
- c. Bank reserves the right to close the account without any notice and charge penalty fees by setting off such fees directly from the Customer's account at a rate the Bank may determine from time to time.
- d. Affin Plus is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

6. JUNIOR SAVER

In the application for the opening of the Junior Saver, the eligible Customer shall be entitled to the benefits of free Personal Accident Coverage. The sum insured is 5 times of the account balance subject to a maximum amount of RM50, 000.00 per account.

- a. Insured Person
Insured person means the named parent or legal guardian of a minor who has a Junior Saver with ABB, subject always that the account has a minimum credit balance of RM3, 000.00 at the opening of business on the date of accident. If there is more than one named parent or legal guardian, the benefits payable under this policy will be paid on prorated basis. In the event that there is no named parent or legal guardian for minor who is 12 years old and above, the Insured Person will then be deemed to be the minor who is the Junior Saver holder.
- b. Personal Accident Coverage
Death or Permanent Disability due to personal accident - 5 times the credit balance in the respective Junior Saver at the opening of business on the date of the accident, subject to a maximum amount of RM50, 000.00. Upon the minor



reaching the age of eighteen (18), Junior Saver will be converted to a normal savings account without notice and at ABB's discretion.

- c. Junior Saver is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

7. Affin Gold Account (AGA)

- a. Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into Customer's account.
- b. A choice of either passbook, quarterly statement (with effective from October 2015) or current account.
- c. In the application for the opening of the AGA, the eligible Customer shall be entitled to the benefits of free Personal Accident Coverage (PAC) on death or permanent disability as defined under the Personal Accident Coverage (PAC) policy due to personal accident. The sum insured is 1 time of the account balance subject to a maximum amount of RM50, 000.00 per account subject to an aggregate limit of RM100, 000.00 per insured person. Insured person means the Customer(s) age 50 up until 100 who have an AGA with ABB, subject always that the account has a minimum credit balance of RM5, 000.00 at the opening of business on the date of accident. If there is more than one name age 50 up until 100 in the same account, the benefits payable under this policy will be paid on pro-rated basis. The eligibility of the Customer under the PAC is subject always to the Customer having made full disclosure to the Bank. The Bank will also not make payment under the PAC if claims are dubious or proven to have been made fraudulently/negligently or with intention to cheat. The PAC is only a one-time claim. Decision of the Bank to make payment under the PAC shall be final and binding on the Customer(s).
- d. Discount of 10% on general Insurance/ Takaful products is applicable with condition of payment via Standing Instruction on Annual Smart Traveler, Smart Care Prime, Smart Care VIP, Golfer's Insurance and Smart Home Optimum only.
- e. RM10 will be charged on every June & December if the average balance over last 6 months is less than RM1, 000 for AGA current account only.
- f. All terms and conditions as per the GTC of the Bank shall apply.
- g. The Bank shall be at liberty to amend or vary any of the AGA terms and



conditions herein as it deems fit and such amended terms shall be reflected in the Bank's statements/website/such media as the Bank deems fit.

- h. Affin Gold Account (AGA) is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

8. FIXED DEPOSIT

- a. The rates quoted for Ringgit Fixed Deposits (FD) shall be at the discretion of the Bank.
- b. The period for which money can be placed on FD bearing interest shall be for 1 month and in multiples of 1 month up to a period of 60 months.
- c. The minimum amount for a deposit of 1 month shall however be RM5, 000. For individual depositors, the Bank will display in its branch premises the FD rates for 1 to 12 months and shall accept the deposits at such announced rates only.
- d. Where FD is redeemed before maturity (early withdrawal/closure), the following conditions are to apply:
 - i. No interest is to be paid on any 1 month, 2 month, 3 month deposit that has not run the full period.
 - ii. No interest is to be paid on any FD of 3 month and above, if redeemed before the completion of the said 3 month period.
 - iii. Other than in the circumstances mentioned in (i) & (ii) above, interest is payable for the completed months as follows:
 - iv. The rate payable for a FD redeemed before the completion shall be $\frac{1}{2}$ (half) the original contracted rate for each completed month.
 - v. Fixed Deposit is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

e. Payment of Interest:

- i. Interest on FD of 12 months and below is payable on maturity.
- ii. Interim interest on FD of 13 months and above will be paid every 6 months and at maturity.
- iii. Monies deposited will be paid based on the simple interest, unless otherwise



indicate in writing by the Bank.

- f. Payment shall be made to the authorized signatory of the FD upon presentation of valid identification.
- g. Partial withdrawal of FD may be allowed provided:
 - i. It is an individual, joint or minor account.
 - ii. The balance of the FD must be greater than RM20, 000 after withdrawal or any amount as determined by the Bank from time to time.
 - iii. It is made in multiples of RM5, 000 or any amount as determined by the Bank from time to time.
 - iv. Penalty interest rate of 50% of the contracted interest rate will be charged. This rate is applied on the withdrawal amount to determine the interest payable.

If no instruction is received by the Bank from the Depositor, the FD upon maturity shall be renewed automatically at the Bank's prevailing rate for the same FD term.

- h. Pursuant to the "Unclaimed Moneys Act 1965 (Revised 2002)", this FD will be sent to the Registrar of Unclaimed Moneys Trust Services Division if the last transaction date (including auto renewal instruction date) is more than 7 years.
- i. If there is any inconsistency between the physical evidence of FD receipts produced by the Depositor or other evidence of whatsoever nature / description and the statement of account of the Bank, the latter prevails in respect of such inconsistency.
- j. The Fixed Deposit documentary evidence produced by the Depositor cannot be used to claim against the Bank and in the event of any dispute or conflict between the Bank's records of the Depositor; the Bank's records shall prevail for all intents and purposes.
- k. **The terms and conditions herein shall be subjected to any laws and any other modifications thereto from time to time with prior notice to the Customer in writing and/or place any such amendments on websites and/or by placing notices at the banking halls or at prominent locations within AFFINBANK branches.**
- l. Eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

9. FOREIGN CURRENCY CURRENT ACCOUNT

- a. A Foreign Currency (FCY) Current Account may be opened with a minimum initial deposit of USD1, 000 or its equivalent.
- b. Any account may be opened solely at the discretion of the Bank and only upon reference and document of identity and account opening documentation fully and satisfactorily obtained and completed to the Bank's requirement.
- c. No cheque book will be issued.
- d. The Bank may debit the Customer's FCY account in the event it exceeds the prescribed limit under the Exchange Control of Malaysia. The excess will be converted into Ringgit at the Bank's prevailing buying rate and credit the Customer Ringgit account or where he/she does not maintain a Ringgit account with the Bank, the said excess will be retained and/or processed by the Bank in the manner it deems fit and the Customer shall have no claim on the Bank whatsoever for any loss of exchange/earnings perceived or otherwise resulting thereof.
- e. Foreign Currency Current Account is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

10. FOREIGN CURRENCY FIXED DEPOSIT ACCOUNT

- a. Deposit of money for a fixed term (hereinafter referred to as "placement") is allowed subject to such terms and conditions as may be imposed by the Bank including, but not limited to, the requirement of a minimum amount as determined by the Bank. The terms and conditions may vary for placement or different currency and the Bank reserves the right to vary such terms and conditions at any time and from time to time as it deems fit.
- b. Interest rate and other charges for Foreign Currency placements shall be determined by the Bank at its sole discretion and written instructions for commencement of placement or renewal or withdrawal of funds must reach the Bank 2 Business Days to enable the deal to be done for value spot.
- c. "Business Day" means a day which banks in Wilayah Persekutuan Kuala Lumpur and the principal financial centres for the centres for the currency involved are open for business. Except in the assignment, transfer, charge or pledge of the placement in favour of the Bank as security, the placement cannot be assigned, transferred, charged or pledged whether by endorsement of the Foreign

Currency placement confirmation or otherwise.

- d. Premature withdrawals or placement made, whether partially or in full is not permitted provided that the Bank may at its absolute discretion allow a premature withdrawal upon it being compensated for all losses suffered by it as a result of allowing a premature withdrawal (including, but not limited to the replacement cost of the placement).
- e. Foreign Currency Fixed Deposit Account is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).
- f. In the event of any inconsistency (ies), conflict(s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and the English version of these “Terms and Conditions”, the English version of these “Terms and Conditions” shall prevail. Notwithstanding the aforementioned where request is made by the Customer for the Bahasa Malaysia version of the “Terms and Conditions” herein, the Bank shall provide the same to the Customer and if the agreement is entered into on this basis, then the Bahasa Malaysia version of the “Terms and Conditions” shall prevail.

11. AFFIN eSaver

- a. Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into the Customer’s account.
- b. Customers are required to update his/her specimen signature, PDPA consent, FATCA declaration and to deposit the initial amount for AFFIN eSaver at any of Affin Bank branches within fourteen (14) days.
- c. If the Customer fails to deposit the initial amount within fourteen (14) days, where the amount balance remains zero, the Bank retains the right to close the Customer’s AFFIN eSaver automatically without assigning any reasons.
- d. The bank retains the right to reject any AFFIN eSaver opening request at its sole absolute discretion.
- e. Joint account is not allowed.
- f. The minimum deposit to open the account is RM250.00 and will be capped at all times i.e. customer is not allowed to withdraw/debit from Affin eSaver account if the account balance is less than or equals to RM250.00.
- g. Customer is only allowed to apply for one (1) AFFIN eSaver or AFFIN eSaver-I account.



- h. For account closure, customers may execute over the counter at their Home Branch.
- i. All terms and conditions as per GTC of the Bank shall apply.
- j. The Bank shall be at liberty to amend or vary, supplement, delete, amend or modify any of the generic terms and conditions herein as it deems fit and such amended, variation, supplement, deletion or modification terms shall be reflected in the Bank's statements/website/such media as the Bank deems fit.
- k. Affin eSaver is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).

12. CURRENT ACCOUNT SPECIAL DEPOSIT FACILITY

This account is offered based on Affin Bank Berhad's ("the Bank") principles. The Bank reserves the right to use any other concept at any time or from time to time as the Bank may deem fit and by prior notice in writing to the customer.

- a. This account refers to a type of product code dedicated for Special Deposit Facility ("SDF") under Supplementary Notice on Foreign Exchange Administration Rules – Measures to Promote the Development of Malaysian Financial Market. This account should be governed by Special Deposit Facility policy document by Bank Negara Malaysia (BNM).
- b. Banking institution which undertakes the foreign exchange conversion of export proceeds for resident exporters in accordance with the Supplementary Notice is required to offer the SDF to resident exporters at indicative interest rate (if any) of 3.25% per annum (p.a.). This rate may be reviewed by BNM from time to time.
- c. Opening of Account
 - i. Any application to open the Current Account SDF account shall be made by using the prescribed form together with the relevant documents as may be requested by the Bank.
 - ii. By making an application to open a Current Account SDF, the Customer confirms that he/she has read and understood the Terms and Conditions related to Current Account SDF account.
 - iii. The minimum investment amount for the opening of the account will be determined and specified by the Bank, from time to time, guided by Special Deposit Facility policy document by Bank Negara Malaysia (BNM).

- iv. Any receiving and crediting of deposit for eligible export proceeds under this account will be based on instruction by the Bank.
- v. The acceptance and continuance of Current Account SDF account shall be entirely at the discretion of the Bank.

d. Eligibility

- i. Resident exporters which receive ringgit arising from the conversion of foreign currency export proceeds (export of good) are eligible to open Current Account SDF.
- ii. The Bank shall only accept the following eligible export proceeds (export of good) into the SDF :
 - o 75% of foreign currency export proceeds converted into ringgit pursuant to the Supplementary Notice;
 - o the remaining 25% of foreign currency export proceeds, which are subsequently converted into ringgit upon receipt of the request from resident exporters; and
 - o export proceeds settled and received in ringgit
- iii. The Bank shall not accept the following into the SDF:
 - o export proceeds converted by other Participants;
 - o any ringgit proceeds from other sources (e.g. transfers from current account, fixed deposits or any other money market products); and
 - o any ringgit proceeds withdrawn from the SDF

e. Fees and Charges

- i. The Customer agrees on the fees and charges imposed by the Bank for Current Account and as published in the Bank's website. The Bank shall have the right to debit the Customer's account for the said charges.
 - ii. The fees/charges are inclusive of 6% GST where applicable
- f. Any changes in Terms and Conditions, The Bank reserves the right, upon giving reasonable 21 days 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. The customer agrees that continued participation in this product shall constitute their acceptance of these Terms and Conditions (as modified and varied from time to time).
- g. In the event of any inconsistency (ies), conflict(s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and the English version of this "Terms and Conditions", the English version of these "Terms and Conditions" shall prevail. Notwithstanding the aforementioned where request is made by the customer for



the Bahasa Malaysia version of the “Terms and Conditions” herein, Affin Bank shall provide the same to the customer and if the agreement is entered into on this basis, then the Bahasa Malaysia version of the “Terms and Conditions” shall prevail. These Terms and Conditions is confidential and may not be reproduced (in whole or in part) to any other person without the prior written permission of AFFIN BANK BERHAD.

- h. Current Account SDF is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM).
- i. These specific Terms and Conditions should be read together with existing Current Account Terms and Conditions as well as Generic Terms and Conditions (“GTC”) that apply to all types of accounts / products / services and the specific Terms and Conditions set out hereunder shall form part of GTC.
- j. All Terms and Conditions stipulated herein shall be governed by and construed in accordance with the laws of Malaysia.

Declarations:

I expressly agree to the disclosure of my personal data for the purpose of Affin Bank Group and its strategic alliances, marketing or promotional purposes (“marketing purposes”) whether for internal products or services (Affin Bank Group only) or external products or services (Affin Bank Group’s strategic partners/alliances). I undertake to provide the Bank with written notice within fourteen (14) days if I do not agree to this disclosure.

Note: If you are an existing customer, your previous choice remains unless you indicate otherwise above.

The requirements under Foreign Account Tax Compliance Act (FATCA) forms part of the terms and conditions governing my relationship with the Bank and shall be binding on me to the fullest extent. I consent and authorise/agree;

- i) Affin Bank Group, or any of its affiliates, including branches (collectively “the Bank”) to report my information to domestic or foreign authorities and/or tax authorities (where necessary) in accordance with the requirements of U.S. Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.
- ii) That the Bank may withhold from my account(s) such amounts as may be required by domestic or foreign regulatory authorities and/or tax authority according to the requirements of U.S. Foreign Account Tax Compliance.
- iii) I undertake to provide the Bank with written notice within fourteen (14) days in



case I am subject to Foreign Account Tax Compliance Act (FATCA) and any amendments thereto, as determined by the Bank. I explicitly agree that the Bank may advise the U. S. Tax Authority (“the Authority”) of my accounts including the accounts jointly held with third parties, and the Bank may provide the Authority with data, information and documents which the Authority may request about the accounts and all banking transactions with the Bank, and to answer any inquiries which the Bank may receive from the Authority and execute the Authority’s instructions in this respect and in the manner it may request.

I hereby confirm that any sum set out in this application or in the subsequent Agreement or otherwise payable by any party hereto to any other party pursuant to this application or subsequent Agreement shall be deemed to be exclusive of any Goods and Services Tax (“GST”) or tax of similar nature which is chargeable on the supply(s) for which sum is the consideration (whether whole or part) for GST purposes.

I have been informed that this Account is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM) and have downloaded a copy of the PIDM brochure from <http://www.pidm.gov.my/Public-Awareness-Initiatives/Information-Materials>

13. Privacy Clause

The Privacy Notice as contained in our website www.affinbank.com.my shall be applicable.

14. Taxes

Any goods and services tax or levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or to be received by the Bank on any expenses incurred or to be incurred by the Bank (except where prohibited by law) shall be borne by the Customer.

The Customer(s) agree that the Bank reserves the right to debit his/ her/ their Banking Accounts for such taxes or levies payable by the Customer(s). In the event such debiting causes his/ her/ their Banking Accounts to be overdrawn, interest at the Bank’s prevailing rate(s) shall be charged accordingly to the Customers

