GENERIC TERMS & CONDITIONS

APPLICABLE FOR ALL ISLAMIC DEPOSIT ACCOUNTS/PRODUCTS/SERVICES

The following Generic Terms and Conditions ("**GTC**") shall apply to the depository accounts and other banking facilities and services of Affin Islamic Bank Berhad [Registration No: 200501027372 (709506- V)] ("**the Bank**").

The Customer is reminded to read and understand the terms and conditions of this GTC. In the event there are any terms and conditions in this GTC that the Customer does not understand, the Customer is advised to seek independent advice and/or discuss further with the Bank's representative.

1.0 GENERAL

1.1 Words which refer to the singular shall include the plural and the same applies in the reverse (vice versa); and masculine gender shall include the feminine and neuter gender and the same applies in the reverse (vice versa).

1.2 Where there are two or more persons comprised in the term "the Customer" (if the account is opened or maintained in the name of more than one person), it shall refer to all instructions, agreements and obligations which are issued by and binding upon such persons jointly and severally. The Bank may act on such notices or instructions in accordance with the written mandate that the Customer gives to the Bank without enquiry. Any notice given by the Bank to the mailing address specified by the Customer in writing in accordance with the mandate for the time being in effect in respect of the account shall be sufficient notice to all the account holders.

1.3 Should the Customer appoint any authorised person or user(s), all references to "the Customer" shall also refer to the Customer's authorised person or user.

1.4 Reference to time of a day shall be considered as reference to Malaysian time and reference to any law including any amendments to the law.

1.5 Deposit products are protected by Perbadanan Insurans Deposit Malaysia up to RM250,000.00 for each depositor.

1.6 "The Customer" or "account holder" means the account holder (whether singly or jointly) of the account and shall include their respective survivors, personal representatives, successors-in-title or assigns of the Customer.

2.0 SHARIAH CONCEPTS

Any deposit made into the account shall be placed following Shariah concepts. The Customer agrees that the Bank may and subject to Shariah requirements, due to (inclusive but not limited to) any change of laws and regulations, change the underlying Shariah concepts of the account(s), by giving twenty-one (21) calendar days' notice to the Customer, either through the Customer's statement of account or by posting on the Bank's official website at AffinAlways.com or at our branches, or in any manner that the Bank deems appropriate.

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2.1 **Bai` al-Sarf** refers to a contract of exchange of money for money of the same or different type.

2.2 **Commodity Murabahah** refers to a contract where the Bank, on behalf of the Customer, conducts and execute purchase and sale transactions of specific Shariah compliant Commodity which will be identified and used as an underlying asset for the purchase and sale transaction using the Customer's deposit. For this purpose, the Bank as an agent to the Customer shall, during the tenure of the deposit and any subsequent deposit placement or any renewal, enter into Murabahah transactions and perform and execute all acts with respect to the purchase and sale of the Commodity on behalf of the Customer.

2.3 **Commodity Trading Platform Provider** refers to multi-commodity trading platform such as Bursa Suq Al Sila' or any other commodity trading platform, which, facilitates Commodity Murabahah transactions that has been approved by the Shariah Committee of the Bank.

2.4 **Hibah** refers to a transfer of ownership of an asset from a donor (wahib) to a recipient (mawhub lahu) without any consideration.

2.5 **Ibra' or rebate** refers to an act by a person relinquishing his rights to collect payment due from another person.

2.6 **Mudarabah** refers to a contract where the Customer (also known as the "**Rabbul Mal**" or "**Investor**") appoints the Bank as Mudarib (also known as the "Mudarib" or "Entrepreneur") for the fund which has been deposited or will be deposited by the Customer for investment or for other Shariah compliant activities. The profits from the investment in Shariah compliant activities will be shared between the Bank and the Customer according to the agreed profit-sharing ratio ("**Profit Sharing Ratio**"). Any losses resulting from the investment are to be borne by the Customer except in cases where there is direct evidence of fraud, negligence or breach of contracted term by the Bank in managing the funds.

2.7 **Murabahah** refers to a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser.

2.8 **Qard** refers to a contract of lending money, where the repayment of the loan (money deposited by the Customer) is guaranteed by the Bank. The Bank has the rights to utilise the money in the account.

2.9 **Shariah Compliant Commodity ("Commodity")** refers to commodity such as crude palm oil (CPO) or any other Shariah compliant commodity as advised by the Commodity Trading Platform Provider.

2.10 **Wakalah** refers to a contract where a party, as principal (muwakkil) authorises another party as his agent (wakeel) to perform a particular task on matters that may be delegated, with or without imposition of a fee.

2.11 The Bank subject to approval from Shariah Committee, reserves the rights to use any other Shariah concept at any time or from time to time by giving prior notice in writing to the Customer.

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3.0 ACCOUNT OPENING

3.1 The accounts and the services are available to individual persons, sole proprietorships, partnerships, limited liability partnerships, companies, societies, statutory bodies and such other entities whose application for accounts and/or services is accepted by the Bank.

3.2 The Customer shall observe the minimum age requirement specified by the Bank for each individual deposit account. All Customers including minors below the age of eighteen (18) years must complete the application form before the opening of a deposit account with the Bank.

3.3 A deposit account shall be opened with a minimum initial deposit as determined by the Bank from time to time. A minimum balance (as determined by the Bank) shall also be maintained by the Customer for each type of account.

3.4 The acceptance and continuance of the deposit account and/or products or services offered under this GTC shall be at the discretion of the Bank.

4.0 DEPOSITS AND WITHDRAWALS

4.1 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 authorised 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 the particulars printed on the slip before leaving the Bank's premises. If there is any error, the Customer shall immediately report it to the Bank.

4.2 Where the Bank has provided facility via Self-Service Terminals to receive cash and cheques, the Customer shall follow the prescribed procedures correctly.

4.3 Every deposit (whether made via Self-Service Terminals, over the counter or by drop box) shall only be considered valid if verified by the Bank officer, duly cleared and such deposit is entered into the Bank's records.

4.4 All cheques and other monetary instruments may be received for collection, but the proceeds will not be credited into/available in the Customer's account until the Bank has received payment for the cheques and other monetary instruments from the issuing bank.

4.5 The Bank reserves the right to refuse the collection cheques and other monetary instruments which in the Bank's opinion are irregular in any manner or which are not in accordance with Shariah requirements. The Bank may also refuse to accept such cheques/instruments which have been altered in any way.

4.6 The Bank is entitled to debit, credit or revise the credited amount from the Customer's account if:

(a) such cheques are dishonoured;

(b) there are banking charges incurred;

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(c) the payment received by the Bank on such cheques is less than the amount credited into the Customer's account; or

(d) even after the Bank receives payment, if the correspondent paying bank or any agent and sub-agent should at any time claim refund or payment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment instruction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment instruction or instrument or any part thereof being subject to an actual or potential claim for payment or refund by any party.

4.7 Cheques received for collection but dishonoured may be returned to the Customer by any means determined by the Bank, at the Customer's own risk and expense.

4.8 The Bank may refuse any deposits or withdrawals whenever there is a breakdown or failure in the online computer system affecting any branches of the Bank whether such breakdown or failure be total or partial.

4.9 Withdrawal may be made by the Customer:

(a) during banking hours at the branch where the account is maintained; or

(b) at any branches of the Bank subject to any terms and conditions as may be imposed by the Bank; or

(c) through the Self-Service Terminals. The Customer agrees that any withdrawals via the Self-Service Terminals shall be in accordance with the terms and conditions applicable to the Self-Service Terminals as determined by the Bank from time to time.

4.10 Withdrawal over the counter at the branches of the Bank made by the Customer shall be accompanied by the prescribed withdrawal slip or any form issued by the Bank and subject to such production of proof of identity as the Bank may require. The Bank reserves the right to refuse the Customer's request for withdrawal if the Customer fails to fulfil the terms and conditions or in any manner as the Bank considers or deems fit.

4.11 The Bank reserves the right to amend, adjust, reverse or cancel any transaction or entry in the Customer's account, passbook, statement of account (including but not limited to debiting the Customer's account) if the Bank:

(a) is required to correct any error or omission; or

(b) is required to return monies wrongly credited into the Customer's account.

Any amendments, adjustments, reversals, cancellations and other rectifications so made shall be valid and binding on the Customer.

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5.0 JOINT ACCOUNT

5.1 Joint account is opened for two or more persons. The Customer shall provide the Bank with a mandate cum indemnity for joint account (either or any or jointly) ("**Mandate for Joint Account**") prior to the opening of the joint account.

5.2 All agreements, obligations, powers, authorities and liabilities contained in this GTC shall be considered to be joint and several to all parties. The Bank shall discharge its obligation to all by notifying any person named in the joint account.

5.3 If the account is opened jointly with a minor below the age of eighteen (18) years, the Customer agrees that upon the minor attaining the age of eighteen (18) years, the Customer together with the minor shall jointly furnish the new Mandate for Joint Account for the operations of the Joint Account. Until a new Mandate for Joint Account is received by the Bank, the existing mandate shall continue to operate.

5.4 The Bank shall act in accordance with the Mandate for Joint Account unless the Bank: -

(a) receives ambiguous instruction in connection with the account;

(b) prior to acting on the instruction from an account holder, receives contradictory instruction from another account holder;

(c) becomes aware of any dispute;

(d) receives instructions in connection with the closure of a joint account; or

(e) in any other circumstances as the Bank deems appropriate;

thereupon, the Bank shall be entitled to decline to act and to insist to act only on the instructions of all the account holders. In all and any of the cases set out in this Clause, the Bank shall have no liability to any of the account holders for so acting or refusing to act.

5.5 The Customer agrees that in the event of death of any joint account holders:

(a) the doctrine of survivorship shall apply to any account opened in joint names of more than one person;

(b) the Bank is authorised to suspend or freeze the account and hold the monies in the account to the order/instruction of the surviving account holder(s) even though there are claims of any legal representatives. However, the Bank's right arising out of any lien, mortgage, charge, pledge, set-off, counterclaim or otherwise shall not be affected. Payment to any of the surviving account holder(s) shall be a complete discharge of the Bank from all liabilities; and

(c) the surviving account holder(s) authorise 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. The Bank shall not be liable to any claim from any party, which may arise in exercising such mandate unless such claim(s) are directly caused by the Bank's negligence, default or fraud.

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5.6 In respect of the Mandate for Joint Account (either or any or jointly), the Customer authorises the Bank:

(a) to receive monies, cheques, bills of exchange, promissory notes whether made payable to all or any one of the account holders from time to time to the credit of the joint account; and/or

(b) to act on any of the account holder's instructions in accordance with the written mandate given for the joint account and each account holder shall be jointly and severally liable for all transactions arising from such instructions;

(c) to debit the joint account(s) with any cheques, bills of exchange, promissory notes or orders for payment drawn, accepted or made by the account holders and to carry out any instructions given in connection with the joint account(s) notwithstanding that any such debiting or carrying out of such instructions may cause such account(s) to be overdrawn or any cashline-i thereof to be increased but without prejudice to the Bank's right to refuse or to allow the increase of the cashline-i limit;

(d) to close the joint account in accordance with the written notification, duly signed/authorised based on the Mandate for Joint Account.

6.0 PARTNERSHIP ACCOUNT

6.1 In the case of a partnership account, the first authority/mandate given shall remain in force until revoked in writing where such revocation must be duly acknowledged by the Bank.

6.2 Any change in the constitution or name of the partnership or any change in the partners of the partnership by death, bankruptcy, retirement or otherwise or the admission of any new partner(s) shall not be binding on the Bank until actual receipt of such change.

6.3 The Bank shall be entitled to treat the surviving or continuing partner(s) for the time being as having full power to carry on the partnership and to deal with its assets as if there has been no change in the partnership or where no actual notification is received.

7.0 INSTRUCTIONS

7.1 The Customer shall provide the Bank with a list of the names of authorised persons and their specimen signatures. The Customer shall inform in writing of any change as specified in Clause 12, with a certified true copy of a resolution (where applicable) which shall be conclusive evidence.

7.2 The Customer shall ensure that any instructions and communication are accurate and complete and the Customer's authorised signature corresponds to that given in the specimen signature. However, the Bank shall be entitled to refuse to accept or to act on a Customer's cheque, instructions or communication if the Customer's signature differs from that given in the specimen signature even if the cheque, instructions or communication did in fact originate from the Customer.

7.3 Notwithstanding the foregoing, the Bank shall not be liable by reason of any compliance or failure to comply with the Customer's instructions or communication in respect of any cheque or banking instrument.

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8.0 FEES AND CHARGES

8.1 There are fees and charges payable for the use of the account and the current rates on fees and charges are available at any of the Bank's branches, the Bank's website at AfffinAlways.com or be made available upon the Customer's request.

8.2 The Customer shall ensure that there are always sufficient funds in the account for all payments including any fees and charges due from the Customer in connection with the account and the Customer authorises the Bank to debit such fees and charges from the account when due.

8.3 The Bank reserve the right to or revise from time to time any fees and charges for depository services and banking facilities and services and a twenty-one (21) calendar days' notice will be given to the Customer prior to such revision.

9.0 STATEMENT

9.1 For statement-based accounts, an e-Statement shall be rendered once a month or at such other frequency as determined by the Bank from time to time. The e-Statement is available for access via online banking at AffinAlways.com. and/or will be emailed to the Customer at the Customer's e-mail address registered with the Bank.

9.2 Such account e-Statement shall be conclusive and binding upon the Customer unless the Bank is notified in writing of any error(s)/ irregular(ies) within fourteen (14) days of the date of the account statement. e-Statements are computer generated and do not bear any signature.

9.3 If e-Statement has been made available to the Customer, no physical statement will be issued for such account. Where the Customer requires such physical statement, the Bank will provide a copy if such request made in writing to the Bank subject to the applicable fee per Clause 8 which will be debited from the account.

10.0 PASSBOOK

10.1 For passbook-based accounts, the passbook must be presented for every withdrawal made or as and when required by the Bank. 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's premises to ensure that the appropriate entries have been made. If there are more than twenty (20) unposted transactions at the time of updating the passbook, the system will consolidate the transactions into one (1) debit and one (1) credit transaction each and post the consolidated figure into the passbook.

10.2 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 any purpose.

10.3 The Customer shall keep the passbook in a safe place. If the passbook is lost or destroyed, the Customer 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 and debited from the account.

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10.4 The Bank will not accept responsibility for loss of passbook by the Customer through the Customer's own negligence and will not be responsible for any fraudulent withdrawals from the Customer's account as a result of such loss.

11.0 HIBAH

11.1 Hibah rate as declared by the Bank was the previous hibah rate paid by the Bank to the depositors and shall not be construed as future payment to be made. The Bank is not obliged to grant the hibah to the depositors and declaration of the hibah rate is at the sole discretion of the Bank.

12.0 CHANGE OF ADDRESS, SIGNATURE(S) OR PARTICULARS

12.1 The Customer undertakes to advise the Bank immediately of any change of address or signature(s), contact information or other particulars, failing which the Bank shall be discharged from all liability upon relying on the Customer's last known address, signature, contact information and particulars. The Customer may update their personal and contact information at any AFFIN branch or via the AFFIN Contact Centre.

12.2 Any statement of account, correspondence or notice to the Customer may be delivered by hand, post, electronic means (including email, short message service (SMS)), courier, personal delivery or any mode and manner as the Bank deems appropriate to the Customer's last known address in the Bank's records. Any failure on the part of the Customer to notify any change of the Customer's particulars resulting in delay or return of any statement, correspondence or notice shall not affect the Bank's rights and entitlement under this GTC.

12.3 The notices or other communications are given to the Customer:

(a) in the case of post, five (5) days after the date of posting;

(b) in the case of electronic mail or means, on the day it is sent provided that the Bank has not received a failed or undeliverable message from the host provider on the day of transmission;

(c) in the case of personal delivery, at the time of delivery; or

(d) in the case of courier, at the time of delivery.

12.4 For a notice or communication that is general in nature, it will be made available to the Customer through any manner the Bank deems fit including displaying it at any of the Bank's branches or publishing it on the Bank's website at AffinAlways.com. Such communication shall be effective on the stated effective date.

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12.5 The last known postal address, e-mail address and contact number of the Customer shall be the correct postal address, e-mail address and contact number of the Customer in the absence of any acknowledged change of postal address, e-mail address and contact number by the Bank. The Customer must provide proof that the Bank has acknowledged receipt of the notification of the changes, if any.

12.6 The Customer is required to update the Customer's specimen signature, Personal Data Protection Act ("**PDPA**") consent, Foreign Account Tax Compliance Act ("**FATCA**") & Common Reporting Standard ("**CRS**") declaration when applicable or necessary. Otherwise, the Customer agrees the Bank is entitled to rely on the last known records.

13.0 SERVICE OF LEGAL PROCESS

13.1 To this Clause, "Legal Process" includes, but not limited to, any originating process such as writ of summons, originating summons, as well as any other forms of court pleadings, applications, orders, judgments, notices and any other documents that are required to be served under any written law.

13.2 The Customer agrees that the service of any Legal Process by registered post or by leaving a copy at the Customer's last known address stated in the Bank's application form or to such last known address notified by the Customer. The Legal Process shall be deemed to have been served on the day it was left at the address or five (5) days after posting.

14.0 DORMANT ACCOUNT AND UNCLAIMED MONIES

14.1 Account with no financial transaction for a period of twelve (12) months or more is classified as dormant.

14.2 An annual charge or fee will be imposed and debited from the account so long it remains dormant until the remaining credit balance is classified as unclaimed moneys. Then the Bank, with prior written notice to the Customer, will close the account.

14.3 Once an account is considered dormant, the Customer may choose to reactivate or close the account before the available funds are transferred to the Registrar of Unclaimed Moneys ("**RUM**").

14.4 The Bank shall provide at least twenty-one (21) calendar days' notice to the Customers before the unclaimed moneys are transferred to the RUM.

14.5 The Customer agrees that under the prevailing Unclaimed Moneys Act 1965 including any statutory amendments, any moneys in the account not operated for seven (7) years must be gazetted as "Unclaimed Monies" and shall be remitted to the RUM and the account will be closed.

15.0 FREEZING/SUSPENSION/CLOSURE OF ACCOUNT

15.1 The Bank may exercise its discretion to freeze, suspend, block or restrict the use of an account or close the account at any time pursuant to or by virtue of any laws, court orders, regulations, enactments and/or upon the occurrence of any one of the following events:

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(a) if the operation of the account is not in accordance with applicable laws, rules, regulations and/or the Bank's terms and conditions applicable to the account (including but not limited to this GTC);

(b) if the Bank suspects or has reason to believe that the account or any part of it is used for any unlawful activity;

(c) if the Customer breaches any provisions set out in this GTC or any other terms and/or conditions applicable to the Customer or any other agreement whether relating to the borrowing/financing of funds or the granting of advances or credit or otherwise;

(d) if the information/documents provided to the Bank has been found to be false/incorrect/tampered/a misrepresentation of identity;

(e) if any cheques/monetary instruments/sums that has been credited into the account are as a result of any forged/tampered instruments/instructions/fraudulent transactions, with/without the involvement of the account holder;

(f) if complaints had been made by third parties with local authority(ies) and/or the Bank that the account has been used for fraudulent transactions/deposits or scams/soliciting illegal deposits. However, the Bank's discretion on the freezing/ suspension or closure of the account has to be based on its own internal investigation or information made available to it by the local authority(ies);

(g) if there is any report against the Customer under the Anti-Money Laundering and Counter Financing of Terrorism (AML/CFT) as amended from time to time;

(h) if there is any investigation by the police or police organisation, governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or elsewhere) pending, on-going or threatened against the Customer;

(i) if the Customer dies, becomes insane or insolvent, commits an act of bankruptcy, or in the case of the Customer being a company, a petition is presented for its winding up or a resolution is passed for its voluntary winding up;

(j) in the event of death of the account holder and such account shall cease or be lifted upon presentation to the Bank of a grant of probate or letter of administration by the deceased's Customer's estate or any other related forms from the Land Office and/or any other approved bodies under the relevant legislation prevailing at such time is furnished to the Bank;

(k) if there is a bankruptcy/winding-up order against the Customer;

(l) if the Bank is required to freeze, suspend or close the account by the direction and/or order of the Bank Negara Malaysia ("**BNM**")/the authorities under any applicable laws; or

(m) the receipt of any garnishee order to show cause, injunctions, any court orders (Shariah or otherwise), Malaysian Anti-Corruption Commission ("**MACC**") orders and/or Anti-Money Laundering and Counter Financing of Terrorism (AML/CFT) requirements.

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In such event, the Bank shall not be liable for any damages suffered by the Customer as a result of such freeze, suspension or closure. The Bank shall also be at liberty to remove such freeze or suspension upon the receipt of court order to that effect.

Provided further that, after freezing or closure of the account, the Bank in its discretion may transfer the amount frozen/available balance to a non-hibah/income bearing account until the resolution of the relevant issues connected with the account or as instructed by the court/authorities. Reasonable notice to the Customer will be provided prior to the freezing/suspension/closure where it is lawful and practical to do so, or as soon as practicable, unless otherwise restricted by regulatory bodies/agencies/court orders.

15.2 The Bank's rights and entitlement under this GTC shall continue to remain in full force and effect and shall survive any closure or suspension of the account by the Bank.

15.3 The Customer shall not use the account for any unlawful/Non-Shariah Compliance activities. If the Bank finds, suspects or have reason to believe that the Customer's account has been or is being used for any unlawful/Non-Shariah Compliance activity/purpose, the Bank may take any action that the Bank considers appropriate: -

(a) in order to meet any obligation or requirement in Malaysia or elsewhere in the world;

(b) in connection with the prevention of any unlawful activity (including but not limited to fraud, money laundering, terrorist related activity, bribery, corruption, tax evasion); or

(c) for the enforcement of any economic or trade sanction.

The actions that the Bank may take include immediately closing the account, lodging reports with the relevant authority(ies)/bodies and taking such actions as the Bank considers appropriate.

15.4 If there is any payment obligation by the Bank to the Customer after closure or cancellation of the account, the Bank will issue and send a banker's draft or cashier's order made payable to the Customer, by ordinary post, to the Customer's last known address in the Bank's records or in such other manner which the Bank considers fit. After the Bank has acted in accordance with the provisions above, such action shall be considered as a valid and complete discharge of the Bank's obligations in relation to the account.

16.0 CLOSURE OF ACCOUNT

16.1 The Customer may close any or all of the account(s) by giving written notice to the Bank. For joint accounts where the account is designated as "either/or to sign" any one joint account holder can close the account per the latest mandate given by the Customer.

16.2 For closing of company current account-i, the Customer is to furnish a board of directors' resolution that has been certified true copy by the company secretary or any director together with a written instruction to close the account signed by the authorised signatory.

16.3 The Customer agrees that the Bank is entitled to: -

(a) close any account(s) with zero balance after one hundred and eighty (180) days with prior notice to the Customer;

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(b) close any account that in the opinion of the Bank, has been unsatisfactorily conducted; or

(c) close any account with debit balances due to service or penalty charge for dishonoured cheques.

16.4 All unused cheque leaves for current account-i (company and individual) must be returned to the Bank for cancellation.

16.5 The Customer may request for early closure of account within six (6) months of account opening and the Bank may impose charge(s) to the Customer.

17.0 RIGHT OF CONSOLIDATION AND SET-OFF

17.1 The Customer agrees that the Bank may, at any time, upon giving seven (7) days' prior notice to the Customer, combine, consolidate or merge all or any account(s) of the Customer with the Bank of any description or in any location whether in Ringgit Malaysia or in any other currency. The Bank may upon giving seven (7) days prior' notice to the Customer, 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 any description and in any location whether in Ringgit Malaysia or in any other currency. The Customer authorises 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 discretion.

17.2 The Bank may, at the same time, earmark or place a hold on any available funds standing to the credit of all or any of the Customer's account with the Bank upon issuance of the notice to set off to the Customer. The Customer shall not be entitled to withdraw the available funds so earmarked/put on hold without the Bank's prior written consent.

18.0 INDEMNITY

18.1 The Customer undertakes to indemnify the Bank against all claims, damages, demands, actions, proceedings, losses and expenses (including legal costs as between solicitors and own client) and all other liabilities of any nature or description which may be made, taken, incurred or suffered by the Bank in consideration of the Customer's account maintained with the Bank. The indemnity applies in relation to the provision of any services by the Bank pursuant to this GTC, the acceptance of any instruction given by the Customer or breach by the Customer of any provisions of this GTC. However, where such expense, loss, damage or liability is directly attributable to the default, negligence or fraud of the Bank, the Customer will not be responsible. The liabilities of the Customer shall be continuing and shall remain in full force and effect until the liabilities of the Customer to the Bank are fully discharged.

18.2 The Customer shall indemnify and keep the Bank indemnified against any loss which the Bank may incur by reason of it guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend warrant, or other instruments presented by the Customer for collection. Every such guarantee given by the Bank shall be considered to have been given at the Customer's expressed request in every case. However, if the loss is directly caused by the Bank's default, negligence or fraud, the Customer will not be liable.

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19.0 LAW

19.1 This GTC shall be governed by and construed in accordance with the Laws of Malaysia.

19.2 The Customer agrees to submit to the exclusive jurisdiction of the courts in Malaysia.

20.0 RULES & REGULATIONS

20.1 Wherever applicable, the Customer shall comply with the Foreign Exchange Policy Notices ("**FEP Notices**") issued by the BNM in respect of any relevant transactions, including overseas transactions. The Customer authorises the Bank to take any steps to comply with the relevant and prevailing FEP Notices and any rules issued by the BNM as the "Exchange Control Authority" from time to time in respect of any relevant transactions.

20.2 The Customer authorises the Bank to take any steps to comply with the relevant and prevailing FEP Notices and any rules issued by BNM from time to time in respect of any transactions.

20.3 The Bank may be obligated under the Anti-Money Laundering and Counter Financing of Terrorism (AML/CFT) and/or other laws and regulations to report certain transactions to the BNM and/or other relevant authorities. The Customer consents to the same and agrees that the Bank, its officers and employees shall be under no liability for making such reports.

20.4 The Customer shall comply with any rules, regulations and guidelines issued by the BNM and/or other relevant regulatory bodies to which the Customer is or will be subject to from time to time.

21.0 DISCLOSURES

21.1 The Customer agrees and permits the Bank to disclose any information relating to the Customer and the Customer's account or dealing, relationship with the Bank, including but not limited to details of the Customer's deposit account(s), any facilities and security taken, transactions undertaken and balances and positions with the Bank ("**Account(s)**") to the following persons (including to the persons set out in Schedule 11 (Permitted Disclosures) of the Islamic Financial Services Act 2013):

(a) the Bank's head office, branches, representative offices and any of its offices, branches, related corporations, affiliates or associates in Malaysia or overseas (collectively the "Related Parties" and each a "Related Party") for any database or data processing purposes or any other purposes regardless that a Related Party's principal place of business may be outside of Malaysia or that the Customer's information following disclosure may be collected, held, processed or used by any Related Party in whole or in part outside of Malaysia;

(b) any actual or proposed participant or sub-participant in, or assignee, or participant in the secondary debt market or novatee of the Bank's rights in relation to the Account(s);

(c) any agent, contractor, professional advisor or third-party service provider, which provides services of any kind to the Bank in connection with the operation of its business who is under a duty of confidentiality to the Bank, including but not limited to a debt collection agent or any person(s) for the purpose of recovery of any outstanding sums due under the Accounts;

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(d) any financial institution with which the Customer has or proposes to have dealings;

(e) the Central Credit Unit, CCRIS, CTOS, Financial Intelligence Unit, BNM or any person to whom the Bank is under an obligation to make disclosure under the requirements of any law and/or regulations binding on the Bank or any of its branches or any other authority which has jurisdiction over the Bank;

(f) any party or authority, if required by any law, regulation by-law or pursuant to any order from any court of competent jurisdiction;

(g) the Employees Provident Fund, in the event withdrawal of funds are made by the Customer in relation to the Account(s); or

(h) any security party of the Account(s).

21.2 The Customer acknowledges that any information disclosed by the Bank to the persons set out in Clause 21.1 above is disclosed in good faith. The Bank shall not be liable to the Customer or any other persons for any inaccuracy, incompleteness or lack of authenticity of the contents of such disclosure unless caused by the Bank's negligence, default or fraud.

22.0 PRIVACY NOTICE

22.1 The Customer confirms that the Customer has read, understood and agree to be bound by the terms of the Bank's Privacy Notice ("**PN**"). The Customer agrees and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance with the PN. For avoidance of doubt, the Customer agrees that the PN is incorporated by reference into this GTC.

22.2 The Bank's PN is available at any of the Bank's branches or on the Bank's website at AffinAlways.com or affingroup.com.

23.0 TAX

23.1 Any sum specified or payable under these GTC is exclusive of applicable taxes. The Bank's charges do not include any future taxes that may be imposed. If a new tax or levy is implemented, the Bank is entitled to recover from the Customer any such taxes or levies imposed by laws or regulations (including any amendments thereto) on fees, charges, or services related to the Customer's account and/or facilities with the Bank.

24.0 FORCE MAJEURE

24.1 Force Majeure means any cause beyond the reasonable control of the Bank. Force Majeure events include without limitation, failure, or disruption of any mechanical or electronic device, data processing system or transmission line, utilities or communication systems, sabotage, fire, flood, earthquake, explosion, acts of God, strikes, industrial dispute, riots, act of terrorism, war, restriction imposed by legislation, order, rule or regulation of a government entity or any monetary or exchange control restrictions.

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24.2 The Bank shall not be liable to the Customer or any third party for any inconvenience, injury, expense, liability, damages, if any of the events below is caused by Force Majeure:

(a) in the event the Bank is unable to perform any of its obligations in this GTC or to provide any of the services; or

(b) if the funds credited or debited from the account becomes inaccessible or diminish in value.

24.3 Where any currency in which the Bank must make payment becomes unavailable due to restrictions on convertibility or transferability or Force Majeure, the Bank may make payment in such other currency at the exchange rate determined by the Bank and prevailing at the material time.

25.0 CHANGE OF TERMS AND CONDITIONS

25.1 The Bank shall have the right to review and revise any of this GTC from time to time by giving out twenty-one (21) calendar days' prior notice, via posting on the Bank's website or written notice to the Customer. The Customer is advised to refer to the updated terms and conditions on the Bank's website at AffinAlways.com from time to time. The latest terms and conditions made available on the Bank's website shall supersede all previous terms and conditions made between the Bank and the Customer under this GTC.

25.2 If the Customer is not agreeable to the changes/amendments, the Customer shall notify the Bank of the same within twenty-one (21) calendar days of the notification. The Customer can terminate the banker-customer relationship with the Bank by closing the Customer's account(s) with the Bank.

25.3 The Customer agrees to accept and abide by any changes or amendments to the terms and conditions including any new terms and conditions which the Bank may impose, at its discretion.

25.4 This GTC shall be subject to and governed by the rules, regulations and guidelines from time to time issued by the BNM, the Association of Islamic Banking and Financial Institutions Malaysia ("**AIBIM**") and other relevant bodies made pursuant to applicable laws.

25.5 Notwithstanding the above, any changes made pursuant to laws or regulations will take effect immediately.

26.0 DECLARATION

26.1 The Customer acknowledges that the Bank may be required to carry out due diligence upon opening of account or from time to time. The Customer agrees to accept and sign such forms or declarations including PDPA consent, FATCA /CRS declaration and any other declarations requested by the Bank. If the Customer refuses to do so, the Bank may suspend, close or refuse to proceed with the opening or maintenance of the account.

26.2 The requirements under PDPA/FATCA/CRS form part of the terms and conditions governing the Customer's relationship with the Bank and shall be binding on the Customer to the extent it applies to the Customer.

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26.3 The Bank and its related companies and affiliates are subject to and required to comply with FATCA Reporting Requirement ("**FATCA Reporting Requirement").** In view of this, the Bank is required to collect information on each of its customers under the FATCA Reporting Requirement. If the Customer is a U.S. Person as defined under FATCA, the Bank may need to furnish the Inland Revenue Board of Malaysia ("**IRBM**") with the Customer's account information, which may then be shared with the U.S. Internal Revenue Service ("**IRS**").

26.4 The Bank and its related companies and affiliates are required to comply with CRS Rules ("**CRS Reporting Requirement**"). The Bank is required to collect information on the Customer's tax residence(s) under applicable tax regulations. If the Customer is not a tax resident of Malaysia, the Bank may need to furnish the IRBM with the Customer's account information, which may then be shared with other tax authorities of the CRS participating jurisdiction.

26.5 The Customer confirms that the declaration given under FATCA/CRS or any other declaration required by the Bank is true, correct and complete.

26.6 The Customer authorises the Bank to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control for tax purposes. The Customer authorises the Bank to disclose to such tax authorities or such party any information required.

26.7 The Customer agrees to submit to the Bank a new form within thirty (30) days if any certification or declaration with respect to PDPA/FATCA/CRS becomes incorrect.

26.8 The Customer shall be responsible for complying with such regulations and limits, and amendments. The Customer agrees to indemnify against all claims, liabilities and damages arising from the Customer's failure to comply unless such claims, liabilities and damages arises directly from the Bank's default, negligence or fraud.

26.9 The Customer shall be responsible for any violation or non-compliance of such regulations and any amendments to such regulations.

27.0 WHISTLE-BLOWING & BUSINESS ETHICS

27.1 Upon having knowledge of any director, officer or employee of the Bank, directly or indirectly, asking for or receiving from the Customer or the Customer's Affiliates, any Gratification (whether for his own personal benefit or advantage or for the benefit or advantage of any other person, whether before, during or after the term of this banking relationship), kindly immediately email to whistle_blowing@affinalways.com.my of the same.

27.2 The Customer undertakes that neither the Customer nor its Affiliate nor anyone acting on the Customer's direction or authority shall (whether before, during or after the termination of this banking relationship, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer, employee or agent of the Bank) for doing or refrain from doing or showing favour or disfavour to any person, in relation to the account.

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27.3 In the event there is evidence that the Customer or its Affiliate or anyone acting under the Customer's direction or authority is in breach of Clause 27.1 or 27.2, the Bank may terminate the account(s) (without prejudice to the Bank's other rights and remedies under the law) by giving written notice to the Customer. Upon such termination, the Bank shall be entitled to claim all losses, costs, damages and expenses including any incidental costs and expenses arising from such termination from the Customer.

27.4 Subject to any regulatory permitted disclosures or other clauses allowing disclosure in this GTC, the Bank shall keep confidential any information disclosed or received including the identity of the person giving the information and all the circumstances relating to the information.

27.5 The Customer shall also whistle-blow in the event of any malpractice or wrong-doing by any staff, contractors, vendors, third-parties or agents of the Bank. Kindly refer to the Bank's Whistleblowing Policy in AffinAlways.com for compliance purposes.

27.6 'Affiliate' means in relation to corporate Customer, any person or entity owned and controlled directly or indirectly by the Customer, or any person or entity that controls the Customer directly or indirectly in any way whatsoever.

27.7 'Gratification' includes any gift, money, property or thing of value or any service, favour or other thing of value, or any service, favour or other intangible benefit or consideration of any kind, or any other similar advantage.

27.8 The Customer shall demonstrate a high standard of ethical conduct and professionalism in order to safeguard the Bank's good name by taking all necessary safeguards and precautions to alert the commission of any unethical action including any appearance or impression to such effect.

28.0 ANTI-MONEY LAUNDERING AND SANCTIONS

28.1 The Customer is required to provide and disclose to the Bank, within such time as prescribed by the Bank, any information, statement and explanation relating to the account which the Bank considers necessary to: -

(a) comply with laws or sanctions of Malaysia and any other country (including but not limited to those relating to anti-money laundering or anti-terrorism); and/or

(b) manage money laundering risk or terrorism financing risk or economic and trade sanctions risk.

28.2 The Bank is not obligated to proceed with any transactions or disbursements until the Bank has received the relevant information from the Customer and verified to the Bank's satisfaction.

28.3 The Customer declares and undertakes to the Bank that the processing of any transactions will not breach any laws or sanctions in Malaysia or any other country. The Bank will not be liable for any loss arising from any delay or failure to process any transactions due to any inadequate information or documentation provided by the Customer.

29.0 MISCELLANEOUS

29.1 In the event of complaint relating to the account, the Customer may lodge a note with the branch at which the account is maintained. Alternatively, the Customer may complete an Online Feedback Form which is available at AffinAlways.com, at www.affingroup.com/en/affin-customer-care.

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29.2 The Bank is entitled not to act on any Power of Attorney ("**PA**") of the Customer unless the attorney and the Customer are present to conduct the first transaction at any of the Bank's home branches using the PA. The PA must also allow withdrawals, deposits and closure of accounts and must be given for valuable consideration and stated as irrevocable. The PA must comply with the requirements of the law applicable to PA.

This GTC will apply to all types of accounts/products/services and the Specific Terms and Conditions set out in this document shall form part of and be read with this GTC.

SPECIFIC TERMS & CONDITIONS ("STC")

30.0 STANDING INSTRUCTION ("SI")

30.1 The Customer undertakes to ensure that sufficient funds are kept in his account to meet payment.

30.2 Although the Bank will endeavour to effect such periodical payments, the Bank accepts no responsibility to make the same. 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 unless such error, refusal or omission is directly attributable to the default, negligence or fraud of the Bank.

30.3 The Customer agrees that neither the Bank nor any of its branches, correspondents or agents are liable for any loss or damage due to errors, delays, or defaults of any kind in the transmission or delivery of any message in the execution of the SI by mail, email, telephone, cable or wireless unless such loss or damage is directly attributable to the default, negligence or fraud of the Bank.

30.4 SI is subject to any existing or future arrangement between the Customer and the Bank in relation to the Customer's account.

30.5 The Bank may at its discretion terminate the SI as to future payments at any time by notice in writing to the Customer with valid reasons. No prior notice is required if the Customer confirms in writing that no further payment is required.

30.6 This SI will remain effective in respect of payments made in good faith. This remains effective even upon the Customer's death or bankruptcy or winding-up/dissolution or the revocation of this SI by any other means until notice of the Customer's death or bankruptcy or winding-up/dissolution or notice of such revocation is received by the Bank.

30.7 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, stamp duty and the charges of the Bank's branches, correspondents or agents which may be applicable and where applicable, such charges will be debited from the account.

30.8 The Bank may at its discretion levy a charge on each unsuccessful SI payment due to the lack of funds in the account.

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30.9 The Customer further undertakes to notify the Bank in writing of any change, alteration or cancellation at least seven (7) days before payment. However, the Bank has the discretion not to comply with such notification with valid reason(s).

31.0 AFFIN VISA DEBIT CARD/ AFFIN DEBIT MASTERCARD (FOR SAVINGS ACCOUNT-i OR CURRENT ACCOUNT-i)

31.1 The Customer has the option to choose and apply for AFFIN Visa Debit Card or AFFIN Debit Mastercard ("**Debit Card**").

31.2 The Customer may use the Debit Card to withdraw cash, check balances, make purchases, payments and transfer transactions on the Customer's account. The Debit Card will be issued in the Customer's name and is for the Customer's sole use.

31.3 In addition to the GTC, the use of the Debit Card is subject to the Debit Card Terms and Conditions which are accessible at AffinAlways.com.

32.0 SPECIFIC CONDITIONS APPLICABLE TO ALL ISLAMIC CURRENT ACCOUNT PRODUCTS ("ISLAMIC CURRENT ACCOUNT SPECIFIC CONDITIONS")

32.1 Cheques can only be drawn using the leaves supplied by the Bank. Application for cheque book should be made using a printed application form prescribed by the Bank or through written request by the Customer, except for initial cheque book issuance.

32.2 The conditions printed on the cheque book cover are part of this GTC and STC and they are to be strictly observed by the Customer.

32.3 The Customer agrees that cheques must be so drawn as to prevent additions or alterations after issuance of the cheques. Cheques must be duly signed in accordance with the specimen signature(s) registered with the Bank. Cheques may be dishonoured if the Bank finds them to be irregular in any manner without any liability on the part of the Bank. For charges on overdrawn cheques, please refer to AffinAlways.com for the Bank's latest tariff of charges.

32.4 Cheques with alteration(s) will be dishonoured. Crossed cheques with the crossing 'Opened' can only be paid in cash when presented for payment by the Customer or his authorised person.

32.5 Upon closure of the account by the Customer or the Bank, all unused cheque leaves issued to the Customer remain the property of the Bank. The Customer shall immediately return them to the Bank. Stamp duty paid is not refundable.

32.6 "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 cheque will be possible. Handling charges for Stop Payment as well as requests for interim statements are applicable. When a Stop Payment cheque is returned at a time when the account has insufficient funds, an administrative/service fee as determined by the Bank will be levied and debited from the account.

32.7 The Customer must ensure that there are sufficient funds in the Customer's account before issuing any cheques.

32.8 If the Bank returns a cheque for reasons of insufficient or uncleared funds, the Bank shall impose an administrative/service fee as determined by the Bank and debit such fee from the account.

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32.9 The Customer shall at all times use only cheques issued and supplied by the Bank. Any fees, including taxes payable on the cheques, shall be borne by the Customer. The Bank reserves the right to debit the Customer's account to recover such fees. Any amendments to the fees due to changes in laws or regulations will take effect immediately.

33.0 CURRENT AND SAVING ACCOUNTS OFFERED UNDER QARD AND/OR BAI` AL-SARF

33.1 These products are based on the Shariah principle of Qard.:

(a) Basic Savings Account-i;

(b) Savings Account-i;

(c) Junior Saver-i;

(d) Wealth Saver-i;

(e) AFFIN eSaver-i;

(f) AFFIN Gold-i Savings Account;

(g) AFFIN Gold-i Current Account;

(h) AFFIN Plus-i;

(i) Basic Current Account-i;

(j) Current Account-i; and

(k) other current and saving accounts based on the Shariah concept of Qard.

33.2 These products are based on the Shariah principles Qard and Bai' Al-Sarf:

(a) Foreign Currency Account-i;

(b) other current and saving accounts based on the Shariah concept of Qard and Bai' Al-Sarf.

33.3 The criteria and eligibility to open all of the above current and saving accounts are outlined in the bank's website at AffinAlways.com.

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33.4 **Basic Saving Account-i**

(a) the minimum initial deposit to open the account is RM20.00;

(b) the minimum balance to maintain in the account at all times is RM10.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM10.00.

(c) only the option for a statement-based account is available.

33.5 **Saving Account-i**

(a) the minimum initial deposit to open the account is RM100.00;

(b) the minimum balance to maintain in the account at all times is RM10.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM10.00.

(c) the Customer has the option for a passbook-based or statement-based account.

33.6 **Junior Saver-i**

(a) the minimum initial deposit to open the account is RM1.00.

(b) the minimum balance to maintain in the account at all times is RM1.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM1.00.

(c) the Customer has the option for a passbook-based or statement-based account.

(d) Effective 10 October 2025, all newly opened Junior Savings Accounts will be issued under the FINTURA Savr-i product. For comprehensive details about this product offering, please refer to Item 34.27 in the STC.

33.7 **Wealth Saver-i**

(a) the minimum initial deposit to open the account is RM100.00;

(b) the minimum balance to maintain in the account at all times is RM20.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM20.00.

(c) the Customer has the option for a passbook-based or statement-based account.

33.8 **AFFIN eSaver-i**

(a) the Customer may open an AFFIN eSaver-i account online via AffinAlways.com.

(b) joint account is not allowed.

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(c) the Customer is only allowed to apply for one (1) AFFIN eSaver-i or AFFIN eSaver product.

(d) for the account closure process, the Customer shall execute the closing process over the counter at the Customer's home branch only.

(e) the minimum initial deposit to open this account is RM250.00 and this shall be the minimum balance required to be maintained in the account at all times. The Customer will not be allowed to withdraw/debit from the account if the account balance is less than or equals to RM250.00.

(f) only the option for a statement-based account is available.

33.9 **AFFIN Gold-i Savings Account /AFFIN Gold-i Current Account**

(a) the Islamic Current Account Specific Conditions shall be applicable for AFFIN Gold-i Current Account.

(b) the minimum initial deposit to open the account is RM1,000.00.

(c) the minimum balance to maintain in the account at all times is RM20.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM20.00.

(d) RM10.00 will be charged on every June and December if the average balance over the last six (6) months is less than RM1,000.00 for AFFIN Gold-i Current Account.

(e) the Customer has the option to choose AFFIN Gold-i Saving Account (with passbook-based or e-Statement-based facility) or AFFIN Gold-i Current Account with statement-based facility.

33.10 **AFFIN Plus-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) the minimum initial deposit to open the account is RM1,000.00;

(c) no minimum balance to maintain in the account at all times.

(d) only the option for a statement-based account is available.

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33.11 **Basic Current Account-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) the minimum initial deposit to open the account is RM100.00;

(c) no minimum balance to maintain in the account at all times

(d) only the option for a statement-based account is available.

33.12 **Current Account-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) this account offers flexibility for depositor to manage and access their funds using a cheque book.

(c) the minimum initial deposit to open the individual account is RM1,000.00 and RM 2,000.00 for non-individual.

(d) no minimum balance to maintain in the account at all times.

(e) only the option for a statement-based account is available.

33.13 **Foreign Currency Account-i ("FCA-i")**

(a) for the account opening, the Customer shall present the relevant identification document(s) and submit the account opening form together with other supporting documents as required by the Bank.

(b) no Visa Debit Card or cheque book will be issued for FCA-i.

(c) deposits and withdrawals in foreign currency notes and coins are not allowed.

(d) the Customer shall also maintain a Ringgit Malaysia current or savings account-i with the Bank for ease of conversion of Ringgit Malaysia into foreign currency and foreign currency into Ringgit Malaysia.

(e) the opening and continued operation of the FCA-i is subject to the rules, regulations and limits set by the FEP Notices of the BNM.

(f) whenever required, the Customer shall provide the Bank with information/supporting documents required to ensure compliance with FEP Notices, regulatory reporting or for any other reasons which the Bank considers reasonable or necessary.

(g) the Customer shall ensure that all sources of fund for placements, payments, transfers from or to other foreign currency accounts within the Bank or other banks comply with the prevailing provisions of the FEP Notices, directions/policies issued by the BNM and the provisions under the Islamic Financial Services Act 2013 including any amendments.

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(h) where the account is opened by an intermediary, including solicitors, the Customer shall declare whether the funds are held in trust/belong to a Resident or Non-Resident individuals and ensure funds belonging to Residents and Non-Residents individuals are segregated.

(i) the Bank has the discretion to refuse, reject, cancel, and/or decline any transaction or instruction if the Bank suspects that:

(i) such transaction or instruction is not in compliance with the applicable law (including but not limited to FEP Notices, sanctions);

(ii) the monies used for such transaction is derived from illegal sources;

(iii) such transaction or instruction is for illegal purpose; or

(iv) the information and/or documents provided in support of the transaction or instruction are not to the satisfaction of the Bank.

(j) the Bank may debit the FCA-i if it exceeds the prescribed limit under the FEP Notices. The excess will be converted into Ringgit Malaysia at the Bank's prevailing buying rate and credit into the Customer's Ringgit Malaysia account and the Customer shall have no claim against the Bank for any loss of exchange or earnings perceived or otherwise resulting unless such is directly caused by the Bank's negligence, fraud or default.

(k) the Customer shall indemnify and keep the Bank indemnified for any actions that the Bank may take in order to comply with the rules, regulations and limits imposed by and under the FEP Notices, regulations or notices as administered and issued by the BNM from time to time, subject to indemnity exclusion as above.

(l) the Customer authorises the Bank to conduct the currency conversion on his behalf according to preferred or selected currency and the same applies in the reverse (vice versa). The conversion rate will be determined by the Bank at its prevailing rate on daily basis.

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34.0 CURRENT AND SAVING ACCOUNTS OFFERED UNDER COMMODITY MURABAHAH

34.1 This Clause shall be applicable to the following type of accounts:

(a) AFFIN Grow-i Saving Account;

(b) AFFIN Barakah Charity Account-i;

(c) AFFIN Scholar-i;

(d) A1addin eSaver-i;

(e) AFFIN Savings Vault-i;

(f) AFFIN DIVENTIUM Savings Account-i;

(g) AFFIN Flexible Savings Plan-i;

(h) AFFIN DIVENTIUM Current Account-i;

(i) AFFIN Grow-i Current Account/ AFFIN DGrow-i Current Account;

(j) AFFIN AVANCE™ Savvy-i;

(k) AFFIN INVIKTA™ Account-i;

(l) AFFIN Kenyalang Savings Account-i;

(m) AFFIN Kenyalang Current Account-i;

(n) AFFIN Kinabalu Savings Account-i;

(o) AFFIN Kinabalu Current Account-i;

(p) AFFIN Selangor Savings Account-i;

(q) AFFIN Selangor Current Account-i;

(r) FINTURA Savr-i;

(s) FINTURA Spend-i; and

(t) AFFIN Flexi Save-i Savings Account;

(u) AFFIN Flexi Save-i Current Account;

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(v) AFFIN DGrow-i Savings Account;

(w) AFFIN LuminouSiti SA-i;

and

(x) other current and saving accounts based on the Shariah concept of Commodity Murabahah.

34.2 These products are based on the Shariah principles of Commodity Murabahah.

34.3 The Customer agrees that the fund (deposit) received by the Bank shall be treated as Qard if the Bank is unable to execute the Commodity Murabahah transaction on the same day on which the fund is received from the Customer due to the following circumstances:

(a) normal close of business/operation including public holidays and other state holidays;

(b) unexpected disruptions to operations including but not limited to system breakdown, force majeure event or ungazetted public or state holiday; or

(c) reasonable period required for the Bank to process the Commodity Murabahah application from the Customer.

34.4 Appointment of Agent:

(a) by the opening of the account/new placement, the Customer appoints the Bank as its agent (or Wakeel) and the Bank accepts the appointment as agent of the Customer to execute sale and purchase of the Commodity from time to time in accordance with this STC. The Bank is authorised by the Customer to negotiate with, including but not limited to, the Commodity traders, industrial firms, their suppliers and their clients on behalf of the Customer in relation to the sale and purchase of the Commodity;

(b) for the purpose of discharging the Bank's duties as the Customer's agent, the Bank is hereby irrevocably authorised to sign, execute any document, agreement or instrument for and on behalf of the Customer;

(c) upon signing of the related account opening form, the Customer immediately pays the purchase price of the Commodity (equivalent to deposit amount) to the Bank. The Bank as an agent to the Customer shall subsequently or on the next Business Day enter into Commodity Murabahah transaction. As the agent of the Customer, the Bank purchases the Commodity on cash basis (at a price equivalent to deposit amount placed) from a Commodity Supplier then sells the Commodity to the Bank itself on Murabahah basis on deferred payment. The sale price represents the deposit plus profit amount ("**Contracted Profit**") payable to the Customer ("**Murabahah Sale Price**"). The Bank then sells the Commodity to another Commodity Supplier on cash and spot basis. Upon maturity, the Bank pays to the Customer the Murabahah Sale Price;

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(d) each transaction including for the renewal will be entered into by the Bank in the name of the Customer on a full disclosure basis of all transactions' details, pricing and parties. The Bank as agent of the Customer will act in good faith and in the best interest of the Customer whilst performing its obligations and dealing in the transactions;

(e) the Bank shall be authorised to delegate its rights and duties as the Customer's agent to any third party to do all acts necessary for the completion of the required transactions;

(f) the Customer is responsible for the Commodity Murabahah transactions entered into by the Bank as his agent in accordance with this STC, save and except where any actions, claims, demands, liabilities, losses, damages, costs and expenses arise directly from the gross negligence, misconduct, default or fraud of the Bank;

(g) the Bank shall not be obliged to enter into any transaction, nor follow any instruction of the Customer, if the Bank is of the view that by entering into such transaction or following such instruction, the Bank or any of its affiliates would be in contravention or violation of any law, policy, rule or regulation;

(h) the Customer shall indemnify and keep the Bank indemnified from and against all losses, claims, actions, proceedings, damages, costs and other expenses, legal or otherwise, (including but not limited to all legal costs incurred by the Bank on a solicitor and client basis) brought or claimed by any party and/or incurred or sustained by the Bank as a result of the Commodity Murabahah transaction. The indemnity shall not apply if the claims or proceedings are directly caused by the Bank's gross negligence, misconduct, default or fraud. The indemnity given shall survive the termination of this STC and any sums payable under it shall not be subject to any deduction whether by way of set off, counter claim or otherwise;

(i) the Customer has the right to request for physical delivery of the Commodity by giving the Bank notice of the Customer's intention prior to the conclusion of the Commodity Murabahah transaction, subject to the requirements and in compliance with the rules and regulation of the Commodity Trading Platform Provider. If the Customer decide to request for the physical delivery of the Commodity, the Customer shall make arrangement directly with the Commodity Trading Platform Provider and all related costs and expenses are to be borne by the Customer

(j) by taking delivery of the Commodity, the Bank shall not proceed with the Commodity Murabahah transaction and the deposit placement is considered cancelled.

34.5 Commodity Murabahah transaction:

(a) the Bank shall enter into Commodity Murabahah transactions based on Daily Net Deposit amount in the following scenarios:

(i) End of Day ("**EOD**") balance on account opening day;

(ii) any incremental deposit at EOD balances on any single day, excluding cheque floats; or

(iii) EOD balance on 31 December each year.

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(b) EOD balance shall be the account balance at 2359 hours at any single day.

(c) the Commodity Murabahah transactions will take place daily on the next Business Day after the deposit placement (T+1).

(d) for the purposes of the Commodity Murabahah transactions and this STC, the expression "Business Day" means a day excluding Saturday, Sunday and public holiday of Federal Territory of Kuala Lumpur.

(e) the tenure shall start from the deposit placement date until 31 December of the respective year ("**Maturity Date**").

(f) at the Maturity Date, the Bank shall rollover the total EOD balance in the account and enter into a new Commodity Murabahah transaction for a tenure that matures on 31 December of the following year.

(g) the Customer shall have the rights to request for physical delivery of the Commodity subject to the requirements and in compliance with rules and regulation of the Commodity Trading Platform Provider. In the event the Customer decide to request for physical delivery of Commodity, the arrangement is to be made between the Customer and the Commodity Trading Platform Provider and all costs and expenses are to be borne by the Customer;

34.6 Security Deposit (Hamish Jiddiyyah):

(i) Hamish Jiddiyyah is the security deposit amount which the Bank will credit into the account on the profit crediting day. On the profit crediting day, the total accrued profit for a particular period will be credited into the account being partial/full settlement of the Murabahah Sale Price by the Bank for the Commodity Murabahah transactions for the tenure.

(ii) Hamish Jiddiyah refers to any amount credited to the account prior to the Commodity Murabahah transaction.

(iii) Hamish Jiddiyyah is granted as an assurance from the Bank to the Customer to purchase the Commodity from the Customer on the respective purchase date.

(iv) the security deposit is derived based on the following formula:

$$\textit{Security Deposit} = \frac{\textit{End of Day Balance X EPR X n}}{\textit{365 or 366*}}$$

Where;
EPR = Effective Profit Rate
n = number of days prior to the Commodity Murabahah transaction that consequently occurs prior to the profit crediting day, subject to non-Business Day

** The Bank may use 366 during a leap year.*

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(v) the Hamish Jiddiyyah shall not be utilised by the Customer prior to the Commodity Murabahah transaction.

(vi) the Hamish Jiddiyyah shall be returned to the Bank in the event the Commodity Murabahah transaction does not take place such as closing of account prior to the Commodity Murabahah transaction.

(vii) once the Commodity Murabahah transaction is performed, the Hamish Jiddiyyah shall be offset against part of the Murabahah Sale Price.

34.7 Profit Calculation

(a) the Murabahah Sale Price shall be computed based on the following formula:

Murabahah Sale Price	=	*Purchase Price + Contracted Profit*
Where;		
Murabahah Sale Price	=	*the sum payable by the Bank to acquire the Commodity from the Customer on Murabahah basis which comprise of purchase price of the Commodity (daily net deposit) and the Contracted Profit*
Purchase Price	=	*an amount equivalent to customer's Daily Net Deposit which will be used to purchase the Commodity on the day of Commodity Murabahah transaction*

(b) the Contracted Profit shall be computed based on the following formula:

(i) annual trading for End of Day Balance as at 31st Dec (and subsequent years)

$$\text{Contracted Profit} = \frac{\text{Year End of Day Balance X CPR X Tenure (in days)}}{\text{365 or 366*}}$$

CPR = Ceiling Profit Rate
** The Bank may use 366 during a leap year.*

(ii) daily trading computation for any positive Daily Net Deposit

$$\text{Contracted Profit} = \frac{\text{Daily Net Deposit X CPR X Tenure (in days)}}{\text{365 or 366*}}$$

** The Bank may use 366 during a leap year.*

(iii) the actual profit ("**Actual Profit**") shall be accrued daily (including cheque floats*) and paid at every month-end. The Actual Profit shall be based on Effective Profit Rate ("**EPR**") as per formula below:

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$$\text{Actual Profit} = \frac{\text{EOD Balance X EPR X No. of days)}}{\text{365 or 366*}}$$

** The Bank may use 366 during a leap year.*

* *If the cheque is returned, the Bank will make adjustment on the daily Actual Profit accrued in Customer's account. Adjustment will be made based on number of days from cheque was deposited.*

(c) the Bank shall determine the EPR and CPR from time to time with prior notice to the Customer. The notice will be published at AffinAlways.com and is available at the Bank's premises. The EPR declared by the Bank is equivalent to the Bank's prevailing board rate. For CPR, it will be computed based on the following:

(i) for single flat rate, CPR will be based on the EPR; and

(ii) for tier rate, CPR will be computed at the highest EPR.

(d) any excess/extra profit paid by the Bank shall be treated as hibah.

34.8 Ibra':

(a) the Customer consent to grant ibra' on any accrued and/or unaccrued profit portion subject to the occurrence of certain events including but not limited to:

(i) withdrawal of fund prior maturity; or

(ii) termination/closure of account; and

(iii) different between CPR and EPR at the maturity date, given that the Murabahah Sale Price is computed using CPR, is in excess of the aggregate profit during the year which is computed using EPR based on the following formula:

Aggregate Contracted Profit – Aggregate Actual Profit

34.9 Statement of Account and Commodity Murabahah Notice:

(a) a statement shall be rendered once a month or at such other frequency determined by the Bank from time to time;

(b) a Commodity Murabahah Notice is available upon request by the Customer detailing:

(i) Murabahah transactions for the month;

(ii) Sale Price;

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(iii) Year to Date (YTD) Contracted Profit; and

(iv) Year to Date (YTD) Actual Profit Paid.

(c) the Customer may request the Commodity Murabahah Notice at any of our branches nationwide during the Bank's business hours. The Bank shall e-mail the Commodity Murabahah Notice to the Customer's e-mail address or post the Commodity Murabahah Notice to the Customer latest address within five (5) Business Days from the date of request of the Commodity Murabahah Notice.

(d) the existing terms and conditions for current and saving account-i covering the governance, conduct and operation are applicable for current and saving accounts offered under Commodity Murabahah respectively.

34.10 The criteria and eligibility to open all of the above current and saving accounts are outlined in the bank's website at AffinAlways.com.

34.11 **AFFIN Grow-i Saving Account**

(a) the minimum initial deposit to open the account is RM100.00.

(b) the minimum balance to maintain in the account at all times is RM10.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equals to RM10.00.

(c) only the option for a statement-based account is available.

34.12 **AFFIN Barakah Charity Account-i**

(a) this product contains an element of charity.

(b) the Customer authorises the Bank as agent for the Customer by written instruction to deduct the whole or any part of the profit (if any) realised and earned to be apportioned to charity; and subsequently distribute and manage the charity fund according to the Bank's Charity Fund Policy.

(c) the minimum initial deposit to open the account is RM100.00.

(d) the minimum balance to maintain in the account at all times is RM10.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM10.00.

(e) the Customer shall have a choice of either having a passbook-based or statement-based account.

34.13 **AFFIN Scholar-i**

(a) the AFFIN Scholar-i account will be automatically converted into AFFIN Grow-i Saving Account one (1) month following the date the Customer reaches the age of 31 years old. Illustration on the product conversion is as follows:

Illustration

Customer's date of birth	*1 December 1998*
The date the Customer reaches 31 years old	*1 December 2029*
The date of account conversion (from AFFIN Scholar-i to AFFIN Grow-i Saving Account)	*1 January 2030*

(b) upon conversion, the account will be governed by the terms and conditions applicable to AFFIN Grow-i Saving Account.

(c) the minimum initial deposit to open the account is RM20.00;

(d) no minimum balance to maintain in the account.

(e) only the option for a statement-based account is available.

34.14 **A1addin eSaver-i**

(a) Joint account is not allowed.

(b) The minimum initial deposit to open this account is RM20.00 and this shall be the minimum balance required to be maintained in the account at all times.

(c) The Customer will not be allowed to withdraw/debit from the account if the account balance is less than or equal to RM20.00.

(f) only the option for a statement-based account is available.

34.15 **AFFIN Savings Vault-i**

(a) withdrawal to be made in-person over the counter only with required identification verification;

(b) this product does not come with an AFFIN Visa Debit Card.

(c) the product is available in retail internet banking (RIB) for any credit transaction and viewing of the account information only.

(d) the minimum initial deposit to open this account is RM100.00 with the minimum balance of RM 10.00 to be maintained at all times.

(e) the Customer shall have a choice of either having a passbook-based or statement-based account.

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34.16 **AFFIN DIVENTIUM Current/Savings Account-i**

(a) opening of this account is by invitation only.

(b) customer must be a member of AFFIN DIVENTIUM Membership.

(c) the minimum initial deposit to open this account is RM10,000.

(d) no minimum balance required to be maintained in the account.

(e) only the option for a statement-based account is available.

34.17 **AFFIN Flexible Savings Plan-i**

(a) this is a campaign-based product designed to support and promote deposit campaign offered by the Bank.

(b) opening of this account is only for customers onboarded through campaign participation.

(c) the minimum initial deposit to open the account is RM100.00

(d) the minimum balance to maintain in the account at all times is RM100.00.

(e) the Customer is not allowed to withdraw or debit from the account if the account balance is less than or equals to RM100.00.

(f) only the option for a statement-based account is available.

34.18 **AFFIN Grow-i Current Account/ AFFIN DGrow-i Current Account**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) the minimum initial deposit to open the account is RM1,000.00 for individual and RM2,000.00 for non-individual.

(c) no minimum balance required to be maintained in the account.

(d) only the option for a statement-based account is available.

34.19 **AFFIN AVANCE™ Savvy-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) the minimum initial deposit to open the account is RM100.00.

(c) the minimum balance to maintain in the account at all times is RM10.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equals to RM10.00.

(d) only the option for a statement-based account is available.

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34.20 **AFFIN INVIKTA™ Account-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) the eligibility to open this account is by invitation only;

(c) the minimum initial deposit to open the account is RM50.00.

(d) the minimum balance to maintain in the account at all times is RM1,000.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM1,000.00.

(e) only the option for a statement-based account is available.

34.21 **AFFIN Kenyalang Current Account-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) applicants must provide evidence acceptable to the Bank of their eligibility to open the account.

(c) no minimum initial deposit is required to open the account. (customers are given a 90-days grace period to make the initial deposit into the account.)

(d) no minimum balance is required to be maintained in the account.

(e) the account will be statement-based only.

34.22 **AFFIN Kenyalang Savings Account-i**

(a) applicants must provide evidence acceptable to the Bank of their eligibility to open the account.

(b) no minimum initial deposit is required to open the account. (customers are given a 90-days grace period to make the initial deposit into the account.)

(c) the minimum balance to maintain in the account at all times is RM10.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equals to RM10.00.

(d) the account will be statement-based only

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34.23 **AFFIN Kinabalu Current Account-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) applicants must provide evidence acceptable to the Bank of their eligibility to open the account.

(c) no minimum initial deposit is required to open the account. (customers are given a 90-days grace period to make the initial deposit into the account.)

(d) no minimum balance is required to be maintained in the account.

(e) the account will be statement-based only.

34.24 **AFFIN Kinabalu Savings Account-i**

(a) applicants must provide evidence acceptable to the Bank of their eligibility to open the account.

(b) no minimum initial deposit is required to open the account. (customers are given a 90-days grace period to make the initial deposit into the account.)

(c) the minimum balance to maintain in the account at all times is RM1.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equals to RM1.00.

(d) the account will be statement-based only.

34.25 **AFFIN Selangor Current Account-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) applicants must provide evidence acceptable to the Bank of their eligibility to open the account.

(c) no minimum initial deposit is required to open the account. (customers are given a 90-days grace period to make the initial deposit into the account.)

(d) no minimum balance is required to be maintained in the account.

(e) the account will be statement-based only.

34.26 **AFFIN Selangor Savings Account-i**

(a) applicants must provide evidence acceptable to the Bank of their eligibility to open the account.

(b) no minimum initial deposit is required to open the account. (customers are given a 90-days grace period to make the initial deposit into the account.)

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(c) the minimum balance to maintain in the account at all times is RM1.00. The Customer is not allowed to withdraw or debit

(d) from the account if the account balance is less than or equals to RM1.00.

(e) the account will be statement-based only.

34.27 **FINTURA Savr-i**

(a) Children under 18 years old may open account with the consent and presence of a parent or legal guardian.

(b) the minimum initial deposit to open the account is RM10.00.

(c) the minimum balance to maintain in the account at all times is RM1.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM1.00.

(d) the Customer has the option for a passbook-based or statement-based account.

(e) upon reaching 18 years old, the account will be converted into AFFIN Grow-i Saving Account and the Terms and Conditions governing the AFFIN Grow-i Saving Account shall thereafter apply.

34.28 **FINTURA Spend-i**

(a) the Islamic Current Account Specific Conditions shall be applicable for this product.

(b) only children aged 12 to 17 years old may open the account, and this must be done with the consent and presence of a parent or legal guardian.

(c) the minimum initial deposit to open the account is RM10.00.

(d) the minimum balance to maintain in the account at all times is RM1.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equal to RM1.00.

(e) the account will be statement-based only.

(f) upon reaching 18 years old, the account will be converted into AFFIN Grow-i Current Account and the Terms and Conditions governing the AFFIN Grow-i Current Account shall thereafter apply.

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34.29 **AFFIN Flexi Save-i Savings Account**

(a) Applicable for customers of AFFIN Flexi Save-i financing account only.

(b) the minimum initial deposit to open the account is RM100.00.

(c) the minimum balance to maintain in the account at all times is RM10.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equals to RM10.00.

(d) the account will be statement-based only.

34.30 **AFFIN Flexi Save-i Current Account**

(a) Applicable for customers of AFFIN Flexi Save-i financing account only.

(b) the Islamic Current Account Specific Conditions shall be applicable for this product.

(c) the minimum initial deposit to open the account is RM1,000.00 for individual and RM2,000.00 for non-individual.

(d) no minimum balance required to be maintained in the account.

(e) the account will be statement-based only.

34.31 **AFFIN DGrow-i Savings Account**

(a) the minimum initial deposit to open the account is RM20.00.

(b) the minimum balance to maintain in the account at all times is RM20.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equals to RM20.00.

(d) the account will be statement-based only.

34.32 **AFFIN LuminouSiti SA-i**

(a) the minimum initial deposit to open the account is RM50.00.

(b) the minimum balance to maintain in the account at all times is RM10.00. The Customer is not allowed to withdraw or debit from the account if the account balance is less than or equals to RM10.00.

(c) the account will be statement-based only.

35.0 AFFIN ISLAMIC TERM DEPOSIT-i (AITD-i)/AFFIN ISLAMIC TERM DEPOSIT-i VAULT (AITD-i VAULT)/AFFIN ISLAMIC FOREIGN CURRENCY TERM DEPOSIT–i (FCTD-i)

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35.1 This product is based on the Shariah principles of Commodity Murabahah.

35.2 This STC shall be applicable to the Customer's new and subsequent deposit placement or any renewal of existing AITD-i/AITD-i Vault or FCTD-i account.

35.3 The Customer agrees that the fund (deposit) received by the Bank shall be treated as Qard if the Bank is unable to execute the Murabahah transaction on the same day on which the fund (deposit) is received from the Customer due to the following circumstances:

(a) normal close of business/operation including public holidays and other state holidays; or

(b) unexpected disruptions to operations including but not limited to system breakdown, force majeure event or ungazetted public or state holiday; or

(c) reasonable period required for the Bank to process the Commodity Murabahah application from the Customer.

35.4 Appointment of agent:

(a) by the opening the account/new placement, the Customer appoints the Bank as its agent (or Wakeel) and the Bank accepts the appointment as agent of the Customer to execute purchase and sale of the Commodity from time to time in accordance with this STC. The Bank is authorised by the Customer to negotiate with, including but not limited to, the Commodity traders, industrial firms, their suppliers and their clients on behalf of the Customer in relation to the purchase and sale of the Commodity.

(b) for the purpose of discharging the Bank's duties as the Customer's agent, the Bank is hereby irrevocably authorised to sign, execute any document, agreement or instrument for and on behalf of the Customer.

(c) upon signing of the related account opening form, the Customer immediately pays the purchase price of the Commodity (equivalent to deposit amount) to the Bank. The Bank as an agent to the Customer shall subsequently enter into Commodity Murabahah transaction. As the agent of the Customer, the Bank purchases the Commodity on cash basis (at a price equivalent to the deposit amount placed) from a Commodity Supplier. Being the agent again, the Bank then sells the Commodity to the Bank itself on Murabahah basis on deferred payment. The sale price represents the deposit plus profit amount ("**Contracted Profit**") payable to the Customer ("**Murabahah Sale Price**"). Then, the Bank sells the Commodity to another Commodity Supplier on cash and spot basis. Upon maturity, the Bank pays to the Customer the Murabahah Sale Price.

(d) each transaction including for the renewal will be entered into by the Bank in the name of the Customer on a full disclosure basis of all transactions details, pricing and parties. The Bank as agent of the Customer will act in good faith and in the best interest of the Customer whilst performing its obligations and dealing in the transactions.

(e) the Bank shall be authorised to delegate its rights and duties as agent to any third party to do all acts necessary for the completion of the required transactions.

(f) the Customer is responsible for the Commodity Murabahah transactions entered into by the Bank as his agent in accordance

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with this STC, save and except where any actions, claims, demands, liabilities, losses, damages, costs and expenses arise directly from the gross negligence, misconduct, default or fraud of the Bank.

(g) the Bank shall not be obliged to enter into any transaction, nor follow any instruction of the Customer, if the Bank is of the view that by entering into such transaction or following such instruction, the Bank or any of its Affiliates would be in contravention or violation of any law, policy, rule or regulation.

(h) the Customer shall indemnify and keep the Bank indemnified from and against all losses, claims, actions, proceedings, damages, costs and other expenses, legal or otherwise, (including but not limited to all legal costs incurred by the Bank on a solicitor and client basis) brought or claimed by any party and/or incurred or sustained by the Bank as a result of the Commodity Murabahah transaction. The indemnity shall not apply if the claims or proceedings are directly caused by the Bank's negligence, default or fraud. The indemnity given shall survive termination of these terms and conditions and any sums payable under it and shall not be subject to any deduction whether by way of set off, counter claim or otherwise.

(i) the Customer shall have the rights to request for physical delivery of the Commodity by giving the Bank notice of the Customer's intention prior to the conclusion of the Commodity Murabahah transaction, subject to the requirements and in compliance with rules and regulation of the Commodity Trading Platform Provider. In the event the Customer decide to request for physical delivery of Commodity, the arrangement is to be made between the Customer and the Commodity Trading Platform Provider and all costs and expenses are to be borne by the Customer.

(j) by taking delivery of the Commodity, the Bank shall not proceed with the Commodity Murabahah transaction, as such, the deposit placement is considered as cancelled.

35.5 Profit payment:

(a) The Bank may credit the Contracted Profit into the Customer's account either upfront*or upon maturity. For upfront profit payment, the profit will be paid one (1) day or any other day after the Commodity Murabahah transaction is concluded and deemed as suitable by the Bank via crediting to the Customer's CASA-i. For profit at maturity, the Bank shall pay the Customer the whole profit amount on lump sum basis

Applicable for AITD-i placement made in-person via the counter only.

(b) For FCTD-i, the Bank may credit the Contracted Profit into the Customer's account upon maturity.

35.6 Payment of Murabahah Sale Price including any accrued profit shall be made to the authorised signatory of the AITD-i /AITD-i Vault/ FCTD-i upon presentation of valid identification.

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

35.8 The profit rates shall be displayed by the Bank in its branch premises.

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35.9 The period for which money can be placed:

(a) for AITD-i, it ranges from one (1) month to sixty (60) months as may be determined by the Bank from time to time. The minimum amount shall be determined by the Bank from time to time.

(b) for FCTD-i, it ranges from a minimum of seven (7) days up to three hundred sixty-five (365) days, one (1), three (3), six (6), nine (9) or twelve (12) months as may be determined by the Bank from time to time. The minimum amount shall be determined by the Bank from time to time.

35.10 The Contracted Profit amount payable to the Customer shall be calculated based on the following formula:

$$\frac{\text{Purchase Price X Profit Rate Quoted X Tenure in day(s)}}{\text{365 or 366}}$$

** The Bank may use 366 during a leap year.*

For cases where the mode of deposit is cheque and, if the cheque is returned or dishonoured after issuance of advice, the Bank reserves the right to close the AITD-i/FCTD-i 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 is considered to have failed to effect payment of the purchase price on the relevant Commodity Murabahah transaction date; therefore, the Customer shall bear all actual losses and indemnify the Bank for all loses incurred.

35.11 Renewal:

(a) renewal is allowed upon maturity. A new Advice will be issued to the Customer;

(b) in the case of renewal upon maturity, the profit will be reinvested together with the principal amount, for the same tenure unless otherwise advised by the Customer;

(c) for AITD-i with upfront, only the principal amount can and will be reinvested for the same tenure unless otherwise advised by the Customer; and

(d) if the Bank does not receive any written instruction from the Customer, the AITD-i/AITD-i Vault FCTD-i will be renewed automatically together with profit, if any, (except for the AITD-i with upfront payment, renewal is on the principal only) upon maturity at the Bank's prevailing rate for the same tenure. Upon renewal or on the next Business Day, the Bank being an Agent to the Customer will enter into Commodity Murabahah transaction.

35.12 Top-up is not allowed at any point of time during the tenure. The Customer may place new deposit, in which case, the Bank will treat it as new placement and an advice will be issued to the Customer.

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35.13 For Early Payment (Premature Withdrawal), the Customer agree to grant Ibra' (rebate) on all of the Contracted Profit in the event of withdrawal prior to the maturity date. No profit shall be paid to the Customer. The Bank shall deduct from the principal amount, the initial amount credited as profit per the premature situations for example in cases where the profit has been credited to the CASA-i.

35.14 Partial premature withdrawal is not allowed.

35.15 If there is any inconsistency between the physical evidence of AITD-i/AITD-i Vault/FCTD-i Advice produced by the Customer or other evidence of any nature/description and the statement of account of the Bank, the latter prevails in respect of such inconsistency.

35.16 The AITD-i/AITD-i Vault/FCTD-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; the Bank's records shall prevail for all intents and purposes.

35.17 Pursuant to the Unclaimed Moneys Act 1965 (Revised 1989), all sums of money to the credit in the AITD-i/AITD-i Vault/FCTD-i that has not been operated in whatever manner (including renewal) by the Customer for a period of not less than seven (7) years will be lodged with the Registrar of Unclaimed Moneys of Accountant General of Malaysia (Jabatan Akauntan Negara Malaysia) with the Ministry of Finance.

35.18 For the purposes of the Commodity Murabahah transactions and these STC, the expression "Business Day" means a day (excluding Saturday, Sunday and Public Holiday) on which the Bank is open for business in Malaysia.

35.19 These STC are applicable to eTerm Deposit-i (eTD-i) and Biz eTerm Deposit-i (Biz eTD-i) opened via Retail Internet Banking (RIB), AFFINMAX.

35.20 FCTD-i:

(a) the opening and continued operation of the FCTD-i is subject to the rules, regulations and limits set by the FEP Notices of BNM.

(b) as and when required, the Customer shall provide the Bank with any information/support documents required to ensure compliance with FEP Notices, regulatory reporting or for any other reasons which the Bank considers reasonable or necessary.

(c) the Customer shall ensure that all sources of fund for placements, transfers from or to other foreign currency accounts within the Bank or other Banks are in compliance with prevailing provisions of the FEP Notices and direction issued by BNM pursuant to the Islamic Financial Services Act 2013 and amendments.

(d) the money deposited must be made into the Ringgit Malaysia account and subsequently converted to a specific foreign currency intended by Customer at the Bank's prevailing exchange rates which shall be determined by the Bank from time to time upon placement into FCTD-i.

36.0 AFFIN ISLAMIC COMMODITY MURABAHAH DEPOSIT-i (CMD-i)/AFFIN ISLAMIC FOREIGN CURRENCY COMMODITY MURABAHAH DEPOSIT-i (FCCMD-i)

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36.1 This product is based on the Shariah principle of Commodity Murabahah and/or Bai` al-Sarf.

36.2 This STC shall be applicable to the Customer's new and subsequent deposit placement in the CMD-i/FCCMD-i account or any renewal of existing CMD-i/FCCMD-i account.

36.3 The Customer agrees that the fund (deposit) received by the Bank shall be treated as Qard if the Bank is unable to execute the Commodity Murabahah transaction on the same day on which the fund is received from the Customer due to the following circumstances:

(a) normal close of business/operation including public holidays and other state holidays;

(b) unexpected disruptions to operations including but not limited to system breakdown, force majeure event or ungazetted public or state holiday; or

(c) reasonable period required for the Bank to process the Commodity Murabahah application from the Customer.

36.4 Letter of Instruction

(a) prior to a new placement of deposit, the Customer shall issue a "Letter of Instruction" with clear placement details such as the principal amount, quoted profit rate and placement tenure. The Bank has the right to verify the information with the Customer before proceeding with the placement.

(b) if the Letter of Instruction is received by the Bank on or before 3.00 p.m. Business Day, the placement will be made on the same Business Day. Any Letter of Instruction received by the Bank after 3.00 p.m., the placement will made on the next Business Day.

36.5 Appointment of Agent

(a) by the opening of the CMD-i/FCCMD-i account or by making a new placement, the Customer appoints the Bank as its agent (or Wakeel) and the Bank accepts the appointment as agent of the Customer to execute sale and purchase of the Commodity from time to time in accordance with this STC. The Bank is authorised by the Customer to negotiate with, including but not limited to, the Commodity traders, industrial firms, their suppliers and their clients on behalf of the Customer in relation to the sale and purchase of the Commodity.

(b) for the purpose of discharging the Bank's duties as the Customer's agent, the Bank is hereby irrevocably authorised to sign, execute any document, agreement or instrument for and on behalf of the Customer.

(c) upon the details of placement, the Customer immediately pays the purchase price of the Commodity (the deposit amount placed by the Customer) to the Bank. The Bank as an agent to the Customer shall subsequently enter into Commodity

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Murabahah transaction. As the agent of the Customer, the Bank purchases the Commodity on cash basis (at a price equivalent to the deposit amount placed) from a Commodity Supplier then sells the Commodity to the Bank itself on Murabahah basis on deferred payment. The sale price represents the deposit plus Profit Amount ("**Contracted Profit**") payable to the Customer (Murabahah Sale Price). Then, the Bank sells the Commodity to another Commodity Supplier on cash and spot basis. Upon maturity, the Bank pays to the Customer the Murabahah Sale Price.

(d) each transaction including for the renewal will be entered into by the Bank in the name of the Customer on a full disclosure basis of all transactions details, pricing and parties. The Bank as agent of the Customer will act in good faith and in the best interest of the Customer whilst performing its obligations and dealing in the transactions.

(e) the Bank shall be authorised to delegate its rights and duties as the Customer's agent to any third party to do all acts necessary for the completion of the required transactions.

(f) the Customer is responsible for the Commodity Murabahah transactions entered into by the Bank as his agent in accordance with this STC, save and except where any actions, claims, demands, liabilities, losses, damages, costs and expenses arise directly from the gross negligence, misconduct, default or fraud of the Bank.

(g) the Bank shall not be obliged to enter into any transaction, nor follow any instruction of the Customer, if the Bank is of the view that by entering into such transaction or following such instruction, the Bank or any of its Affiliates would be in contravention or violation of any law, policy, rule or regulation.

(h) the Customer shall indemnify and keep the Bank indemnified from and against all losses, claims, actions, proceedings, damages, costs and other expenses, legal or otherwise, (including but not limited to all legal costs incurred by the Bank on a solicitor and client basis) brought or claimed by any party and/or incurred or sustained by the Bank as a result of the Commodity Murabahah transaction. The indemnity shall not apply if the claims or proceedings are directly caused by the Bank's gross negligence, misconduct, default or fraud. The indemnity given shall survive the termination of this STC and any sums payable under it shall not be subject to any deduction whether by way of set off, counter claim or otherwise.

(i) for FCCMD-i, the Customer hereby authorises the Bank to conduct the currency conversion on its behalf according to preferred/selected currency and the other way around (vice versa). The agreed conversion rate will be determined by the Bank at its prevailing rate on daily basis.

(j) the Customer shall have the rights to request for physical delivery of the Commodity by giving the Bank notice of the Customer's intention prior to the conclusion of the Commodity Murabahah transaction, subject to the requirements and in compliance with rules and regulations of the Commodity Trading Platform Provider. If the Customer decide to request for physical delivery of Commodity, the Customer shall make arrangement directly with the Commodity Trading Platform Provider and all costs and expenses are to be borne by the Customer.

(k) by taking delivery of the Commodity, the Bank shall not proceed with the Commodity Murabahah transaction, as such, the deposit placement is considered cancelled.

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36.6 Payment of Murabahah Sale Price shall be made to the Customer upon maturity and if required, upon presentation of valid identification and necessary verification checks by the Bank.

36.7 The profit rate shall be determined by the Bank and will be communicated to the Customer upfront prior to any placement.

36.8 The period (tenure) for which money can be placed on CMD-i/FCCMD-i shall range from one (1) day (overnight) to three hundred sixty-five (365) days as may be determined by the Bank from time to time. The minimum placement amount shall be determined by the Bank from time to time.

36.9 The Contracted Profit amount payable to the Customer shall be calculated based on the following formula:

$$\frac{\text{Purchase Price X Profit Rate Quoted X Tenure in day(s)}}{365 \text{ OR } 366^*}$$

*Depends on market convention

36.10 The Bank will issue a Confirmation Statement, upon the Customer's request, containing the date of placement, maturity date, principal amount, profit rate, tenure, Contracted Profit amount and Murabahah Sale Price. The Bank shall also issue and post to the Customer a Monthly Confirmation Statement on monthly basis. The figures and balances shown in the Confirmation Statement and the Monthly Confirmation Statement are considered correct unless the Bank is notified of any discrepancy with fourteen (14) days from the receipt of the Confirmation Statement. The Confirmation Statement shall be a computer-generated document.

36.11 Renewal

(a) renewal is allowed upon maturity.

(b) in the case of renewal upon maturity, the profit will be reinvested together with the principal amount, for the same tenure unless otherwise advised by the Customer.

(c) if the Bank does not receive any written instruction from the Customer, the Bank will credit the principal plus profit back to the Customer's account upon maturity.

36.12 Top-up on the existing CMD-i/FCCMD-i account is not allowed at any point of time during the tenure. The Customer may place new deposit, in which case, the Bank will treat it as placement for a new CMD-i/FCCMD-i account and a Confirmation Statement will be issued and made available to the Customer (upon request) for the new CMD-i/FCCMD-i account.

36.13 For Early Payment (premature withdrawal), the Customer agrees to grant Ibra' (rebate) on the Contracted Profit where the Customer

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shall relinquish the Contracted Profit amount comprised in the Murabahah Sale Price as agreed upfront.

36.14 Partial premature withdrawal is not allowed.

36.15 If there is any inconsistency between the physical evidence of CMD-i/FCCMD-i Confirmation Statement produced by the Customer or other evidence of any nature/description and the Bank's records, the Bank's records shall prevail in respect of such inconsistency.

36.16 For the purposes of the Commodity Murabahah transactions and this STC, the expression "Business Day" means a day (excluding Saturday, Sunday and Public Holiday) on which the Bank is open for business in Kuala Lumpur, Malaysia.

36.17 Pursuant to the Unclaimed Moneys Act 1965, the credit balance in the CMD-i/FCCMD-i account will be forwarded to the Registrar of Unclaimed Moneys with the Jabatan Akauntan Negara Malaysia if the last transaction date (including auto renewal instruction date) is more than seven (7) years.

36.18 FCCMD-i ACCOUNT

(a) The opening of and continues operation of the FCCMD-i is subject to the rules, regulations and limits set by the FEP Notices of BNM. Whenever required, the Customer shall furnish the Bank with information and/or supporting documents to ensure compliance with the FEP Notices, regulatory reporting or for whatsoever reasons which the Bank deems reasonable or necessary. The Customer shall ensure that the conversion of Ringgit Malaysia, sources of funds for placement and use of funds are in compliance with prevailing provisions of the FEP Notices and any directions or policies issued by the BNM.

(b) As and when required, the Bank may impose additional conditions, and/or the Customer shall provide the Bank with any information/support documents for the purpose of ensuring compliance with FEP Notices, regulatory reporting or for any other reasons which the Bank deems reasonable or necessary; and

(c) The Customer shall ensure that all payments, transfers from or to other foreign currency accounts within the Bank or other banks are in compliance with prevailing provisions of the FEP Notices and direction issued by BNM pursuant to the Islamic Financial Services Act 2013 and amendments thereto; and

(d) The money deposited must be made into the Ringgit Malaysia account and subsequently converted to specific foreign currency intended by Customer at the Bank's prevailing exchange rates which shall be determined by the Bank from time to time into placement of FCCMD-i.

37.0 GENERAL INVESTMENT ACCOUNT-i ("GIA")

37.1 This account is based on the Shariah principle of Mudarabah.

37.2 The dividend rates quoted for Ringgit General Investment Account shall be at the agreed profit-sharing ratio between the Customer and the Bank.

37.3 The period for which money can be placed on GIA shall be for one (1) month and in multiples of one (1) month up to a period of sixty (60) months.

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37.4 The minimum amount for a deposit of one (1) month shall however be RM5,000.

37.5 No new placement is acceptable by the Bank currently until further notice.

37.6 Where existing GIA is uplifted before maturity, the following conditions are to apply:

(a) no dividend is to be paid for one (1) month deposit that has not run the full period; and

(b) dividend payable for premature upliftment will be paid according to the number of months completed based on the nearest tenure's dividend rate.

37.7 Payment of dividend:

(a) dividend on existing GIA of twelve (12) months and below is payable on maturity;

(b) interim dividend on existing GIA of thirteen (13) months and above will be paid every six (6) months and at maturity; and

(c) the method of calculation of dividend for existing GIA shall be based on the actual number of days based on the simple dividend formula.

37.8 Partial withdrawal of existing GIA may be allowed provided:

(a) it is an individual, joint or minor account;

(b) the balance of the GIA must be greater than RM20,000.00 after withdrawal or any amount as determined by the Bank from time to time;

(c) it is made in multiple of RM5,000.00 or any amount as determined by the Bank from time to time; and

(d) the GIA period is twelve (12) months and below.

37.9 If no instruction is received by the Bank from the Customer, the existing GIA will be renewed automatically upon maturity at the Bank's prevailing rate for the same GIA period.

37.10 If there is any inconsistency between the physical evidence of GIA receipts produced by the Customer or other evidence of any other nature/description and the statement of account of the Bank, the latter shall prevail in respect of such inconsistency.

Note: Where request is made by the Customer for the Bahasa Malaysia version, the Bank shall provide the Customer with the Bahasa Malaysia version accordingly.

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