

## TERMS AND CONDITIONS FOR DEPOSIT ACCOUNT

This Terms and Conditions shall be read together with the brochure issued by Agrobank ("Bank") in accordance with the type of account opened by the Customer. Any account that has been opened and any operation made on the Deposit Account is subject to the Terms and Conditions set forth below :

### 1. DEFINITION

**"Agro Visa Debit Card-i"** means any Visa debit cards issued by the Bank to enable cardholders to have electronic access to CASA cardholders and perform certain transactions subject to the Terms and Conditions herein.

**"Application Form"** means the Deposit Account Application Form completed by the Customer with the necessary particular in respect of the account opening.

**"ATM"** means an automated cash machine or card-operated machine that accepts card but not limited to machines owned by the Bank or other Banks or financial institutions under the MEPS network or network VISA Global ATM participating.

**"Bank"** means Bank Pertanian Malaysia Berhad or otherwise known as "Agrobank" including its branches and assignees.

**"Bank's Purchase Price"** means the deposit amount inclusive of profit for placement made into Term Deposit Account-i.

**"BNM"** means Bank Negara Malaysia.

**"Business Day"** means a day on which Bank and other financial institutions are open for business.

**"Card Transaction"** means a transaction performed through the use of cards including but not limited to production, retail purchases, online purchases, fund transfers, bill payments and any other services offered or introduced by the Bank from time to time.

**"Charges"** means the banking charges by the Bank for any services provided to Customer in accordance with policies / directives / guidelines from BNM.

**"Commodity"** means the commodities involvesin every purchase transaction relating to the Term Deposit-i Account permissible by Shariah such as crude palm oil, soybeans / crude soybean oil, rubber / natural latex / SMR, soap noodle, cocoa seeds or any commodities as advised by commodity supplier.

**"Customer"** means the account holders and depositors including individuals, partnerships, sole proprietorships, companies, clubs, associations, organizations and statutory bodies, and where applicable, representatives and successors-in-title unless otherwise stated in this Terms and Conditions or by the Bank from time to time.

**"DFIA"** means Development Financial Institution Act 2002 (Act 618) as amended or revised from time to time and includes any statutory modification, amendment or re-enactment thereof and any regulations made thereunder.

**"Daily Limit"** means the maximum limit permitted as set out by the Bank for cash withdrawals and retail transactions made within one (1) day.

**"Deposit Account"** means GIRO Account, Savings Account, Term Deposit Account or a joint account and includes any new accounts that will be introduced by the Bank from time to time. The products which are subject to the Terms and Conditions are as follows :-

No	TYPE OF DEPOSIT ACCOUNT	PRODUCT NAME
1.	GIRO Account	AgroPerdana-i
2.	Savings Account	Simpanan Qard
3.	Savings Account	AgroBSA-i
4.	Savings Account	AgroTani-i
5.	Savings Account	AgroTani-i (Foreign)
6.	Savings Account	AgroMuda-i
7.	Term Deposit Account	Fixed Return Islamic Account-i (FRIA-i )
8.	Term Deposit Account	Fixed Return Islamic Account-i 45Plus (FRIA-i 45PLUS)
9.	Term Deposit Account	AgroPrimaS

“**Entry Date**” means the date on which the Customer deposited the deposit amount into the Deposit Account in accordance with the Application Form.

“**GST**” means Goods and Services Tax imposed under the provision of Goods and Services Tax Act 2014.

“**Hamish Jiddiyah**” means the amount derived from an undertaking (Wa’d) by the Bank to purchase the commodity from the Customer’s Term Deposit-i Account. The value will be considered as a collateral deposit until the commodities sale and purchase transaction completed.

“**Holding Balance**” means at any time the amount estimated by the Bank as the amount of any and all Card Transactions performed on the card but that has not been debited from the account.

“**Internet Banking**” means the internet banking system that allows the Customers to perform financial transaction on websites operated by secured Bank operators.

“**Letter of Administration**” means a grant of representation from High Court or District Land Administrator which formally or officially vest the person or persons being granted with the relevant grant of representation with the authorities to deal with the assets and liabilities of the deceased, be it as an “Administrator” in the case of a grant of Letters of Administration or as an “executor” in the case of Grand of Probate.

“**MEPS**” means the Malaysian Electronic Payment Systems Sdn. Bhd.

“**My Debit**” means the use of cards for purchase transaction by entering a PIN at the terminal retailer.

“**PIN**” means the personal identification number issued to cardholders.

“**POS**” means “Point Of Sale”.

“**Purchase Limit**” means the maximum limit permitted by the cardholder that can be used in authorized dealers shopspace.

“**Purchase Transaction**” means any purchase transaction related to the Term Deposit Account-i executed between the parties for the sale and purchase of Commodity based on payments with deferred payment.

“**Sales Slip**” means a receipt issued by an authorized dealer post transaction.

“**Terms and Conditions**” means the Terms and Conditions set out in this brochure and shall include any amendments, changes and additions made from time to time by the Bank and shall apply to all accounts unless otherwise specified the type of account deposits applicable.

“**Validity Date**” means the expiry date printed on the card.

“VISA” means Visa International Service Association, a company incorporated in the State of Delaware, with its headquarter at 900 Metro Centre Boulevard, Foster City, State of California, United States of America of which the Bank is a leading member.

“VISA Paywave” means the use of card by tapping the card with a distance of 4cm in terminal retailers to purchase.

## **2. SHARIAH PRINCIPLES**

Applicable Shariah principles are as follows:-

### **2.1 Qard for Savings Account and GIRO Account**

2.1.1 *Qard* refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Bank as a borrower in this situation will be liable to repay all deposits of the Customer when requested, subject to the Bank’s procedures.

2.1.2 Customer consents to the Bank to deal with his/her/their monies in any banking activities (including but not limited to financing or investment) that does not contradict with Shariah principles and as permitted under the DFIA and BNM.

### **2.2 Tawarruq for Term Deposit Account**

2.2.1 *Tawarruq* consists of two contracts of sale and purchase. The first transaction involves the sale of Commodity by the seller (Customer) to the purchaser (Bank) based on deferred payment. Then the purchaser (Bank) at the first sale transaction will sell these Commodity to a third party (Commodity Supplier) for cash.

2.2.2 Under this product, *tawarruq* transaction occurs between the Bank and the Customer when the Bank purchases the Commodity on behalf of the Customer from the Commodity Supplier in cash and subsequently the Bank is to purchase the Commodity from the Customer (the Bank as agent) based on the Shariah concept of *Murabahah* (cost price plus profit) based on deferred payment. Then the Bank will sell the Commodity to Commodity Supplier for cash.

2.2.3 The Bank will purchase the Commodity from the Customer after the Bank (as the Customer’s agent) purchases the Commodity from the Commodity Supplier. In order to show the Bank’s determination to complete the said transaction, security deposit (*hamish jiddiyyah*) will be paid (if necessary) by the Bank to the Customer whereby upon completion of the Commodity purchase transaction, the security deposit (if any) will be considered as part of the Bank’s Purchase Price to be paid by the Bank.

2.2.4 Agency Transactions. The Bank’s appointment as an agent for conducting the Commodity’s sale and purchase transactions is subject to the Terms and Conditions specified in the Account Opening Application Form and the following Terms and Conditions shall apply:

- a. Customer agrees that the appointment of the Bank as an agent (representative) based on Shariah principle of *Wakalah* (Agency contract) and the Bank accepts the appointment to carry out Agency Transactions on behalf of the Customer based on the Terms and Conditions stated herein.
- b. In relation to the power, discretion, authorization and obligations under this Terms and Conditions, the Bank shall act as a non-exclusive agent for the Customer and limited to the extent which expressly provided in this Terms and Conditions and which is related to the Agency Transactions from time to time and the Bank otherwise shall not be considered as an agent for and on behalf of the Customer in any other aspects.
- c. The Parties agree that the appointment of the Bank as an agent in force when the Bank receives consent from the Customer to appoint the Bank as the Customer’s agent in the Deposit Account Opening Application Form or any medium of communication adopted by the Parties.

- d. Through the appointment of the said agent, the Bank shall purchase the Commodity equal to the price specified by the Customer in cash from the Commodity Supplier. Any Purchase Transaction carried out on behalf of the Customer, the Bank shall register ownership of the said Commodity on behalf of the Customers.
  - e. The Customer agrees that the purchase of the Commodity made by the Bank as the Customer's agent can also be carried in bulk that involves purchasing for other customers.
  - f. The Customer agrees that the purchases made by the Bank as the Customer's agent is based on an as is where is basis and the Customer agrees to waive the Bank's liabilities against any damages and/or defects in the goods purchased by the Bank on behalf of the Customer.
  - g. The Customer shall pay to the Bank the price as specified by the Customer via the Customer's account at the Bank.
  - h. The Customer is entitled to request at any time from the Bank and the Bank shall be in such condition to provide details of purchases made by the Bank on behalf of the Customer.
  - i. Unless otherwise specified in writing by the Customer, upon completion of each Purchase Transaction of the Commodity, the Bank shall purchase the said Commodity from the Customer (Bank as agent) based on Shariah concept of *Murabahah* (cost price plus profit) on deferred payment. Each *Murabahah* Purchase transactions shall be made on the same date in which the Purchase Transaction of the Commodity is completed.
  - j. After completion of the sale transaction, the Bank shall immediately transfer ownership, rights and interests of the Commodity to the Bank and the Customer shall immediately enable the Bank to assume ownership of the Commodity.
  - k. The Customer is entitled to request at any time from the Bank and the Bank shall be in such condition to provide details of sales transaction made by the Bank on behalf of the Customer.
  - l. The appointment of the Bank as Customer's agent will also be effective for automatic renewal activities and the placement of new deposit for existing customers.
- 2.2.5 *Murabahah* Purchase. *Murabahah* Purchase transactions that will take place between the Bank and the Customer is subject to the following terms and conditions:
- a. After the Bank (as the Customer's agent) purchases the Commodity, the Bank will purchase the Commodity from the Customer (the Bank as representative) by signing an offer for *Murabahah* Purchase on the akad script of *Murabahah* sale and purchase (Deposit) and the Bank (as the Customer's agent) shall sign the acceptance for *Murabahah* Purchase on the akad script of *Murabahah* sale and purchase (Deposit) of the same, unless otherwise stated in writing by the Customer that the Customer opt to have the said Commodity.
  - b. *Murabahah* Purchase between the Bank and the Customer (the Bank as agent) must occur on the same day after the Bank purchases the said Commodity on behalf of the Customer.
  - c. When the akad script of *Murabahah* sale and purchase (Deposit) has been signed, *Murabahah* Purchase is considered as accepted and completed according to the Terms and Conditions stipulated in this document.
  - d. Payment of the Bank's Purchase Price for each *Murabahah Purchase* shall be made by the Bank to the Customer in accordance with procedures set out in this Terms and Conditions.
  - e. Parties agree that the Customer has the right to withdraw any amount of the Bank's Purchase Price from the Customer's account in the Bank before maturity date of its deposit.
  - f. For any early settlement of the sale price made by the Customer in connection with the

*Murabahah* Purchase before maturity date of its deposit, the Customer hereby agrees to provide *ibra'* (rebate) to the Bank based on the formula set out in this Terms and Conditions.

- g. If a security deposit (*Hamish Jiddiyyah*) is paid upfront, the Customer hereby agrees that the security deposit can not be used before the execution of *Murabahah* Purchase is completed.

### 3. OPENING OF ACCOUNT

3.1 Application for opening an account shall be made by the individual himself/herself or a representative authorized by the communities, clubs, associations, organizations and statutory bodies in the form provided by the Bank and subject to the Bank's policy and procedure, including age, minimum deposit (as per illustrated in table below), and supporting documents as required by the Bank. The Bank reserves the right to amend these terms from time to time.

No	Product Name	Type of Account	Minimum Deposit (Placement)								
1.	AgroPerdana- <i>i</i>	Individual (Book) Citizen	RM20.00								
		Individual (Non Citizen)	RM50.00								
		Individual / Non Individual (Statement)	RM100.00								
		Government Agency / Qard Cash Line	-								
		Collective Account	RM1,000.00								
2.	Simpanan Qard	Individual / Trustee	RM10.00								
		Joint Account / Non Individual	RM100.00								
3.	AgroBSA- <i>i</i>	Individual / Trustee / Joint Account	RM20.00								
4.	AgroTani- <i>i</i>	Individual	RM20.00								
		Joint Account / Non Individual	RM100.00								
5.	AgroTani- <i>i</i> (Foreign)	Individual / Trustee	RM50.00								
6.	AgroMuda- <i>i</i>	Trustee	RM5.00								
7.	FRIA- <i>i</i>	Individual / Joint Account / Non Individual	<table border="1"> <thead> <tr> <th>Period / Returns</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Security Deposit via 'upfront'</td> <td>RM5,000</td> </tr> <tr> <td>1 month</td> <td>RM5,000</td> </tr> <tr> <td>3 months &amp; above</td> <td>RM1,000</td> </tr> </tbody> </table>	Period / Returns	Amount	Security Deposit via 'upfront'	RM5,000	1 month	RM5,000	3 months & above	RM1,000
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9.	AgroPrimaS	Individual / Partnership / Non Individual	RM500.00								

**BANK PERTANIAN MALAYSIA BERHAD (811810-U)**

- 3.2 The Bank may reject any application by the Customer to open Deposit Account provided that the Bank must inform the Customer in writing of its refusal and, if required, to advise the Customer on further recourse.
- 3.3 The Customer is required to make a declaration and acceptance that the Customer is bound by the Terms and Conditions for Deposit Account and agree to place deposit under the prescribed Shariah principles.
- 3.4 Any amount of money deposited or any subsequent amount of money deposited into the account with the Bank shall be based on the prescribed Shariah principles. The Bank is entitled to refuse any deposits that are classified as not meeting the criteria prescribed by the Shariah Committee of the Bank.
- 3.5 For Term Deposit Account-i, certificate or statement of account will be issued by the Bank to the Customer upon completion of account opening and the Customer has deposited the placement amount on the Entry Date to enable the Customer to proceed with purchasing the Commodity for *Tawarruq* transaction.
- 3.6 For the application of Agro Visa Debit Card-i, the Customer must be 12 years old and above (including non-residents of Malaysia) upon the date of the application card. If the Deposit Account is a joint account, only ONE (1) card will be issued by the Bank based on the authorized signatory and agreed by the account holder.
- 3.7 For a registered owner of a sole proprietorship and partnership who has GIRO account with the Bank, the Customer is eligible to apply for one (1) card under the name of sole proprietorship. Cards can only be held or used by the registered owner of the sole proprietorship.
- 3.8 The cardholder will be provided with the PIN upon submission of the card and is required to change it back to a personal PIN. The PIN is intended to make transactions at ATM machines. The cardholder shall not disclose the PIN to any person and shall be liable to the Bank for any debit entered in a savings account as a result of any unauthorized transactions.
- 3.9 However, the Bank reserves the right to approve or reject the card application received.

**4. OPERATION OF ACCOUNT**

- 4.1 For Savings Account, the Customer may withdraw or deposit money over the ATM/CDM or over the counter at any time, subject to the Bank's operating hours.
- 4.2 Customer who wishes to make withdrawal shall present personally to the Bank together with proof of identity and passbook or certificate or statement of account (if applicable). Withdrawal by a third party is not allowed.
- 4.3 For Savings Account, the minimum amount for deposit or withdrawal through ATM and Cash Deposit Machines ("CDM") is Ringgit Malaysia Ten (RM10) while transaction over the counter is Ringgit Malaysia One (RM1) unless account closure and the minimum balance that must be maintained in the account is shown in the table below except for AgroPerdana-i account for Government Departments / Government Agencies / collection agents.

No	Product Name	Minimum Balance (RM)
1.	AgroPerdana- <i>i</i> (Statement)	100.00
2.	AgroPerdana- <i>i</i> (Book-Citizen)	10.00
3.	AgroPerdana- <i>i</i> (Book–Non Citizen)	50.00
4.	Simpanan <i>Qard</i>	10.00
5.	AgroBSA- <i>i</i>	20.00
6.	AgroTani- <i>i</i>	10.00
7.	AgroTani- <i>i</i> (Foreign)	10.00
8.	AgroMuda- <i>i</i>	10.00

- 4.4 For the usage of Agro Visa Debit Card-*i*, the Bank will maintain the cardholder's account for each card held and all transactions performed using the Card and any fees shall be debited by the respective Account.
- 4.5 For AgroPerdana-*i* Account for government departments / government agencies / collection agents, balance of zero (0) is allowed.
- 4.6 Interbranch withdrawal can be made by the customer himself/herself at any of the Bank's branches throughout Malaysia by providing Identity Card (IC) and passbook (if applicable). The amount of cash withdrawals without notice are allowed but subject to the Bank's current policy.
- 4.7 No limits on the amount for withdrawal by cheque between the branches and subject to a cash balance account at the respective branches.
- 4.8 Account will be deemed to be closed when the Customer withdraws the entire balance in the account.
- 4.9 The Bank is entitled to close any of the Customer's account for any reason by giving prior notice in writing and the Bank is not bound to provide any reasons.
- 4.10 A service charge of Ringgit Malaysia Ten (RM10)(subject to GST at zero rated (0%) effective 1 June 2018), if applicable, will be charged against the account which is closed less than three (3) months from the date it was opened.
- 4.11 Deposit Account will be closed automatically if it is left with zero (0) balance for six (6) consecutive months. Notice will be issued to the Customer before automatic closing is made.
- 4.12 The process of opening, operation and closure of Deposit Account is subject to the discretion of the Bank.

**5. USE OF AGRO VISA DEBIT CARD-*i***

- 5.1 Upon receiving the card, the cardholder must verify the card for use by signing on the signature panel at the back of the card. Cardholders will also be given a PIN for the card. The cardholder shall not at any time disclose the PIN to any person in any manner or by any means whether voluntarily or otherwise. By using the card, the cardholder agrees to be fully bound by the Terms and Conditions set forth herein (as may be amended by the Bank from time to time by giving twenty one (21) calendar days notice).
- 5.2 The cardholder may use the card only for purchases and payments at the selected retailers which are Shariah compliant only. The cardholder must acknowledge and agree to and comply that if the card is used for purchases and payments at retail outlet that is non-Shariah compliant, the Bank reserves the right to withdraw, suspend and/or terminate the use of the card.

- 5.3 The cardholder shall not allow any third party to use the card or transfer or pass control or ownership of the card, or use the card for purposes unauthorized by the Bank.
- 5.4 If the cardholder uses the card to purchase goods and/or services via the internet, website or portal, the cardholder shall be fully responsible for the safety of its use at all time. The cardholder agrees that by entering card information on the Internet shall be a sufficient proof of the validity of the directive that has been made. Bank will not be responsible for the use of such cards regardless of whether the individual is authorized or not and regardless of the current state of the transaction occurred. However, the Bank, at its discretion reserves the right to not proceed with the execution of such transactions via Internet Banking if the Bank has reason to doubt its authenticity or in the opinion that the transaction is void in law or otherwise improper to do so or for any other reasons.
- 5.5 Processing of transactions which are made using debit cards will be determined by the retailer.
- 5.6 Agro Visa Debit Card-*i* can not be used for any activities which in violation of the law. The Bank reserves the right to terminate the card of Agro Visa Debit Card-*i* if the cardholder is found using the card for unauthorized activities.

## **6. USE OF AGRO VISA DEBIT CARD-*i* FOR OVERSEAS TRANSACTIONS**

- 6.1 When the cardholder uses the card outside Malaysia, the transaction shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at the exchange rates and at the time specified by Visa or any other brand owners stated that the Bank is a member, subject to its discretion.
- 6.2 For where applicable, the card holder shall authorize the Bank to take the necessary measures to comply with the Foreign Exchange Control Regulations issued by Bank Negara Malaysia in respect of any overseas transactions.
- 6.3 Cardholder must also inform the Bank of his intention to stay outside Malaysia for more than thirty (30) days.

## **7. REFUND AFTER AGRO VISA DEBIT CARD-*i* TRANSACTIONS**

- 7.1 The Bank shall not be liable for any act or omission by any retailer or online howsoever caused, including but not limited to any refusal to accept the card or any statement or other communication made in connection therewith, or any defect or deficiency in goods or services. Cardholder must liaise directly with an authorized dealer of any claim or dispute and will not dispute any payment made by the Bank from the cardholder's account in the respective claim or dispute issued.
- 7.2 In certain circumstances, the card scheme rules allow the cardholder to charge a transaction back to the retailer with which the transaction has been made either in the full amount or part of it (if the right to reimbursement is allowed) subject to a complaint or dispute in writing that has been made to the Bank by the cardholder within twenty-one (21) working days from the date of posting of such transactions in account statements cardholder and the cardholder has provided the necessary information requested by the Bank to support the repayment within the period specified.
- 7.3 Notwithstanding and without prejudice to the generality of the clauses in this Terms and Conditions, the cardholder expressly agree that the use of the Card at their own risk and will bear all risks associated with, or arising from use of the Card.

## **8. DISCRETIONARY OF THE BANK FOR AGRO VISA DEBIT CARD-*i***

- 8.1 The Bank reserves the right, at any time at its discretion and without giving prior notice or reasons to reject any proposed Card Transaction notwithstanding the Account balance allows Card Transactions submitted by cardholders.



- 8.2 The Bank reserves the right in its sole discretion without giving any reason to: -
- a. Suspend the right of the cardholder to use the Card for security reasons, entirely or in respect of a particular facility, and/or
  - b. Refuse to re-issue, renew or replace the Card, without prejudice to the obligations of the cardholder under this Terms and Conditions which shall remain in force and no refund of the annual fee will be refunded if the right to use the card has been suspended by the Bank or if the Card is not renewed or replaced ; and/or
  - c. Suspend the right of the cardholder to use the card entirely or in respect of benefits for any business transactions with non-halal/non-Shariah-compliant activities.

## **9. EXCLUSION OF LIABILITY FOR USE OF AGRO VISA DEBIT-*i* CARD**

- 9.1 The Bank is not responsible for the refusal of any retailer or institution of Visa member to honor or accept the card or for any defect or deficiency in goods or services supplied to the cardholder or any other party by any retailer. Any complaint by the cardholder must be resolved directly with the retailer and concerned Visa's member institutions and no claim against the dealer or institutions of Visa's member may be refused and a counter-claim made against the Bank.
- 9.2 The Bank shall not be held liable for any reason whatsoever of damages incurred or loss suffered by the cardholder in any situation whether or not the condition relating to or arising out of this Terms and Conditions, including but not limited to the card is not accepted for any reason whatsoever by any retailer, person or body, rejection of the card by any ATM, blockade for failure to renew the Card or cancellation of the facility or under any circumstances where the Bank will be obliged to act reasonably to protect its rights under the provisions of this Terms and Conditions.
- 9.3 The Bank shall not be liable if it is unable to perform its obligations under this Terms and Conditions caused, directly or indirectly, to any industrial dispute, war, natural disaster or anything outside the control of the Bank, its employees or its agents.
- 9.4 The Bank shall not be liable in any way for any injury to the image and reputation of the cardholder in and about the withdrawal of the card or any request for return.
- 9.5 The Bank shall not be liable in any way to the cardholder for any inconvenience, loss, damage or embarrassment of any kind caused by or arising out of any transaction proposed disclaimer.
- 9.6 The cardholder shall not assign its rights under this Terms and Conditions.

## **10. PAYMENT OF HIBAH / PROFIT**

### **10.1 Savings Account and Giro Account**

Payment of Hibah is subject to the discretion of the Bank. *Hibah* (if any) will be paid to the Customer at a rate determined by the Bank from time to time and will be credited on a monthly basis or at any periods as determined by the Bank. *Hibah* (if any) will be calculated on a daily basis or in any manner which the Bank considers reasonable.

### **10.2 Term Deposit Account**

- a) Payment of profit by the Bank to the Customer is based on the profit profit rate agreed by both parties and the following formula shall apply:

$$\text{Calculation of the Profit} = \frac{\text{Profit Rate} \times \text{Amount of Deposit} \times \text{Number of days}}{365 @ 366}$$

- b) In the event of termination of the account is made within three (3) months from the date of deposit, the Customer will provide *ibra'* (rebate) where the Bank will not pay any profits to the Customer and the Customer will bear the brokerage fees at 0.05% on the total deposit or RM50; whichever is lower and subject to GST at zero rated (0%) effective 1 June 2018.

- c) If withdrawal is made after a period of three (3) months from the date of deposit but before its maturity, the Customer agrees to provide *ibra'* (rebate) on pro-rate based on formula determined by the Bank.
- d) However, Customer who takes an upfront security deposit, the said Customer only receives 50% of the total pro-rate profits, for example:

FRIA-*i* opening date of 02/02/2014  
The maturity date FRIA-*i* is on 02/02/2015  
Duration : 12 months  
Profit Rate : 3.50%  
Date premature withdrawal on 02/06/2014

Formula =  $P - K + (P \times R \times t / 365 @ 366 \times 50\%)$   
=  $RM5,000.00 - RM175.00 + (RM5,000 \times 3.5\% \times 120/365 @ 366 \times 50\%)$   
=  $RM4,853.77$   
(\* Calculation of the Term Deposits depending on the year.)

- e) The Customer hereby agrees that the Bank reserves the right to deduct from the deposit amount of any *ibra'* (rebate) given by the Customer to the Bank.
- f) The Customer hereby agrees that any amount set by the Bank to be paid by the Bank to the Customer under the said account shall be final and shall bind the Customer unless there is a manifest error.
- g) If the deposit maturity date falls on a non-Business Day, the Bank reserves the right to proceed with the payment on the next Business Day.
- h) For Term Deposit Account, unless the Customer submits a written notice to the Bank to terminate the said account at maturity date, a new purchase transaction shall be effective upon the appointment of agents specified in this Terms and Conditions and the deposit is in accordance with the specified period stated in Deposit Application Form.

## **11. SAVINGS PASSBOOK AND CERTIFICATE**

- 11.1 The Customer must ensure Passbook and/or Certificate is kept safely and the Customer shall immediately give notice in writing to the Bank of such loss, theft or destruction of the Passbook and/or Certificate. In the event the Passbook and/or Certificate is lost, stolen, or destroyed, the Customer shall submit a letter of indemnity based on Bank's standard which has been stamped with the costs and charges due have been paid by the Customer (if any) before payment can be made or a copy of certificates or a new passbook is issued by the Bank.

## **12. STATEMENT OF ACCOUNTS (AGROPERDANA-*i* ONLY)**

- 12.1 A statement will be sent on a monthly basis if there are transactions made for the month.
- 12.2 A statement ending of June 30 and December 30 will be sent to all account holders.
- 12.3 Statement issued upon request from the Customer at any time is subject to a service charge imposed (subject to GST at zero rated (0%) effective 1 June 2018).
- 12.4 The Customer is required to check every details in the statement sent and report immediately to the Bank if there are any errors, irregularities, disputes, claims or withdrawal that are not authorized or any details made, processed or paid as a result of forgery, fraud, less power, negligence or disclosure from a third party. If no objections are received by the Bank within fourteen (14) days of the date the statement is issued, these statements shall be deemed correct and accurate.

**13. AUTOMATED TELLER MACHINE ("ATM")**

- 13.1 ATM card will be issued to all accounts where related and for a joint account, the signatories would be one of the account holders. A charge of Ringgit Malaysia Ten (RM10) (subject to GST at zero rated (0%) effective 1 June 2018) will be charged on an annual basis for the issuance of ATM / VISA Debit-*i* card.
- 13.2 A charge of Ringgit Malaysia One (RM1) (subject to GST at zero rated (0%) effective 1 June 2018) will be charged for each withdrawal using an ATM MEPS. A charge of Ringgit Malaysia Twelve (RM12) (subject to GST at zero rated (0%) effective 1 June 2018) will be charged to replace the lost ATM / VISA Debit-*i* card.

**14. DORMANT ACCOUNT**

- 14.1 Dormant account is defined as an inactive account that has no transaction (withdrawal or deposit) whether over the counter, ATM or Internet Banking over twelve (12) consecutive months or more and it is effective from the last transaction made by the Customer. However, exemption is given to the Agro Perdana-*i* GIRO Account for government departments / government agencies / Collection agency.
- 14.2 Notice shall be given by the Bank to the Customer personally or publicly which is accessible to the Customer.
- 14.3 When an account is presumed to be dormant, the Customer has an alternative either to reactivate or close the account. Reactivation of the account can only be carried out by the Customer (account holder) by depositing or withdrawal at any branches of the Bank (Over The Counter only).
- 14.4 If no activation made by the Customer, the Bank is entitled to close the account with a balance that would otherwise be absorbed by the Bank as a service fee. The annual service fee charged is Ringgit Malaysia Ten (RM10) (subject to GST at zero rated (0%) effective 1 June 2018) and will be debited from the Customers' Deposit Accounts.
- 14.5 For dormant account with remaining balance more than Ringgit Malaysia Ten (RM10), the annual service fee will be charged until the balance of the deposit sent to the Registrar of Unclaimed Monies in pursuant to the Unclaimed Monies Act 1965 ("UMA").

**15. UNCLAIMED MONIES**

- 15.1 Under UMA, any monies standing to the credit of an account that does not operate in any way by the Customer for a period of not less than seven (7) years will be classified as "Unclaimed Monies". Customer will be given notice in advance before the money is sent to the Registrar of Unclaimed Monies.

**16. CHANGE OF DETAILS**

- 16.1 No change of address, signature and / or other particulars recorded with the Bank shall be effective unless the Customer has given notice to the Bank in respect of changes in the details, and anything that is not affected by the notice of change of particulars which the Bank has no knowledge at the time a change is made.
- 16.2 The Customer shall notify the Bank in writing immediately if there are changes to the signature, exchange partners (for joint account), conversion of trustees (for association account), the conversion of establishment (for the accounts of the Company), change of address or any important information in records of the Bank.

**17. JOINT ACCOUNT**

- 17.1 The Customer authorizes the Bank to include all amounts received by the Bank via cheques or negotiable instrument payable to one of the joint account holders to be included in a joint account and submit any negotiable instruments or cheques that may be retained by the Bank to one of the joint account holders.

- 17.2 If the Bank shall be in doubt of any instructions given by any one or more of the joint account holders in relation to the operation of the joint account, the Bank shall be entitled if it requires to request for a written confirmation from all of the joint account holders before carrying out such instructions without being liable to any of the joint account holders for doing so.
- 17.3 All joint account holders shall be jointly and severally liable for all transactions arising for such instruction in respect of the joint account. If the Bank receives contradictory instructions, the Bank may choose to act only on the mandate of all the joint account holders and shall not be responsible or liable for any loss, claims, demands, proceedings, costs, expenses and damage whatsoever caused by the Bank's refusal to act without such mandate.
- 17.4 All joint account holders shall jointly and severally undertake to indemnify and guarantee the Bank against any losses, damages, claims, proceedings, costs and any liability of when and where it occurs due to the instructions issued by any of the joint account holders.
- 17.5 The joint account holders agree that in the event of death of any of the joint account holders, all transaction including activation, withdrawal and closure of joint account will be handled solely by the surviving joint account holder.

**18. ACCOUNT OF A DECEASED**

- 18.1 For all types of accounts other than joint account, the applicant may claim on the account of the deceased and/or savings involving the deceased up to RM3,000 subject to the Bank being indemnified by the applicant against any claim that may be made against the Bank as a result of the Bank making such payment by submitting the original copy of the death certificate and a copy of the same, Statutory Declaration and Indemnity Letter and other documents as may be determined by the Bank.
- 18.2 The applicant must be 18 years old and above and to follow the sequence as follows:
- 18.2.1 Trustee
  - 18.2.2 Husband / Wife / Children aged 18 years and above
  - 18.2.3 Parents / Legal guardians
  - 18.2.4 Siblings / Step-siblings
  - 18.2.5 Next-of-kin who can provide evidence that they have a relationship with the deceased.
- 18.3 For application above RM3,000 for accounts other than joint accounts, applications may be made by the application upon obtaining a Letter of Administration or order from the Director of Malaysian Department of Insolvency adopted by the Bank (whichever is applicable).
- 18.4 For joint account, application may be made as follows :-
- 18.4.1 The application shall be made by the surviving joint account holder by submitting the original death certificate along with a copy of Statutory Declaration and Indemnity Letter and any other document as may be specified by the Bank.
  - 18.4.2 Subject to Section 18.4.1 above, for joint account involving one (1) authorized signatory :
    - 18.4.2.1 One of the authorized signatories died

Any money in the joint account shall be deposited with the surviving joint account holder upon receipt of the application from the surviving joint account holder.
    - 18.4.2.2 Two or more of the authorized signatories died

Any money in the joint account shall be deposited with the surviving joint account holder upon receipt of the application from the surviving joint account holder.

- 18.4.2.3 One of the authorized signatories died and the surviving joint account holder is a minor

The Bank may freeze any money in the joint account until the Bank receives the Letter of Administration from executor or administrator of the estate of the deceased. The Bank shall deliver the money in the account as stated in the Order.

- 18.4.2.4 All of the authorized signatories died

The Bank may freeze any money in the joint account. The Bank shall deliver all monies to the executor or administrator of the estate of the deceased joint account holder who first makes an application by submitting the Order.

- 18.4.3 Subject to Section 18.4.1 above, for joint account involving two (2) or more authorized signatories :

- 18.4.3.1 One of the authorized signatories died

The Bank may freeze any money in the joint account until the Bank receives the application from the surviving joint account holder together with the written consent from all other authorized signatories and Letter of Administration to enable the account to be reactivated.

- 18.4.3.2 Two or more of the authorized signatories died

The Bank may freeze any money in the joint account until the Bank receives the application from the surviving joint account holder together with the written consent from all other authorized signatories and Letter of Administration to enable the account to be reactivated.

- 18.4.3.3 One of the authorized signatories died and the surviving joint account holder is a minor

The Bank may freeze any money in the joint account until the Bank receives the Letter of Administration from executor or administrator of the estate of the deceased. The Bank shall deliver the money in the account as stated in the Order. Payment of the Bank in respect of the balance amount in the account shall be an absolute discharge of the Bank in respect of such account.

- 18.4.3.4 All of the authorized signatories died

The Bank may freeze any money in the joint account. The Bank shall deliver all monies to the executor or administrator of the estate of the deceased joint account holder who first makes an application by submitting the Order. Payment by the Bank in respect of the balance amount in the account shall be an absolute discharge of the Bank in respect of such account.

- 18.4.4 Payment by the Bank in respect of the amount of the balance in the account shall be an absolute discharge of the Bank in respect of such accounts.

- 18.5 If the application involves a trustee account in which the minor has reached the age of 18, the minor can make the closure of the account, regardless of the account balance after the Bank received confirmation that the death of the trustee.

- 18.6 Withdrawal of the account of the deceased and / or involving the deceased is subject to Bank's policy from time to time.

**19. FREEZE OF ACCOUNT AND TERMINATION OF SERVICE OF AGRO VISA DEBIT CARD-i**

- 19.1 The Bank shall at any time be entitled to at its discretion and without any prior notice to the Customer refrain from effecting or carrying out any transactions, including but not limited to the payment of any monies or of any cheques or any other instrument or any instructions for payment out of the Customer's account and/or acceptance and/or collection of cheques, deposits of monies or any other instruments or any instructions to effect receipt of payment into Customer's account ("Freezing of Account") upon but not limited to the occurrence of any of the following events :
- a. In accordance with the requirements under the law, court order, statute, enactment or the Bank's policy;
  - b. In the event of death of the account holder, where the account holder is an individual, or is an authorized signatory to operate accounts for partnership and/or company or any such legal entity, the Bank shall continue with Freezing of Account until a new mandate or a fresh authorized signatory is given to the Bank;
  - c. Upon the Bank being notified or becoming aware that the Customer has committed an act of bankruptcy and/or petition for winding up for bankruptcy has been presented against the Customer;
  - d. Upon receipt by the Bank of any police report being lodged by either the Bank or any party in respect of the said Deposit Account;
  - e. Upon the Bank being made aware that the Customer's mental capacity to manage his account is in doubt;
  - f. Upon the Bank being suspicious of any fraudulent activities concerning the Deposit Account and the Bank in its sole and reasonable opinion is of the view that the information/documents provided to the Bank for opening the Deposit Account had been found to be false and/or incorrect and/or tampered and/or a misrepresentation of the identity;
  - g. Upon the Bank being notified and/or requested by any authority including but not limited to BNM, police or any other statutory or regulatory authorities whether local or international ("Authorities") to so refrain from performing any transaction under the Customer's Deposit Account;
  - h. Upon the Bank being made aware of complaints had been made by the third parties with the police or other Authorities that the Deposit Account has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits, provided further the Bank's discretion on freezing the Deposit Account shall be in its sole opinion and discretion based on its own internal investigations or information made available to it by the Police and/or Authorities.
- 19.2 For Agro Visa Debit Card-i Card, the Bank may terminate the use of the card by written notice without providing any reason for the termination, provided that the Bank has reason to believe that the card holder has misused the card or has breached any of this Terms and Conditions set out herein. Upon such termination, the card will be cancelled immediately whether the card is returned by the cardholder to the Bank or not.
- 19.3 The cardholder may at any time terminate the use of the card by sending written notice to the Bank and return the card to the Bank. However, no refund of the annual fee or any part thereof will be made.

**20. GOVERNING LAW**

- 20.1 This Terms and Conditions shall be governed by and construed, interpreted and applied in accordance with the laws of Malaysia and the rules, regulations and guidelines of BNM and other bodies concerned, which are in force from time to time (including amendments, modifications, improvements, changes, substitutions which are made of).

**21. DISPUTE RESOLUTION**

- 21.1 Any dispute, controversy or claim arising out of or relating to this Terms and Conditions, or any breach, termination or invalidity of any matter in this Terms and Conditions, shall be resolved as far as possible through negotiations and mutual agreement by the parties.
- 21.2 If the parties can not reach mutual agreement within thirty (30) days after notice from the other party, the dispute may be settled by arbitration. The arbitrator's decision is final and binding on the parties.

**22. INDEMNITY**

- 22.1 The Customer shall fully indemnify the Bank against any damage, loss or expense which may be incurred or suffered by the Bank as a result of the Customer's failure to perform any of its obligations related to this Terms and Conditions.

**23. FEES AND CHARGES**

- 23.1 Charges imposed are based on the Bank's current charge rate and subject to Goods and Services Tax (if any) or any other tax as prescribed by the relevant Minister (please refer to the Agrobank's website at [www.agrobank.com.my](http://www.agrobank.com.my) (link to Fees and Charges)). The Bank shall comply with all the regulations and decisions issued by the Central Bank of Malaysia (BNM).
- 23.2 For the use of the Agro Visa Debit-*i* card, the Bank reserves the right to charge a pre-authorization where it refers to the amount of pre-authorization which will be debited from the account if the cardholder refueled and make payments using the card at automated fuel dispenser or pay for registration in hotel room using the card or any other transaction that requires the pre-authorization charges. Pre-authorization charges are intended only for the approval of the transaction. The pre-authorization amount will be released when the actual transaction amount is debited from the account.
- 23.3 The Customer agrees that the Bank reserves the right to change the fees and charges related to the Deposit Account and Agro Visa Debit Card-*i* by giving twenty one (21) days of such notice or communicate about these changes or any communication regarding changes can be delivered personally or by registered post / ordinary to the Customer at the current address kept by the Bank or by displaying at the Bank's premises or newspaper or e-mail or website or through short message service (SMS) or any other appropriate manner which deemed appropriate by the Bank.

**24. THE RIGHT TO DELETE SHEETS**

- 24.1 The Customer agrees that in addition to the general lien or other rights of a similar nature, in which the Bank as banker is entitled by law, at any time without notice, combine or consolidate any or all of the Bank accounts of the Customer with any Customer's liabilities with Bank and set off or transfer any sum or outstanding credit or all of the amount available in the Bank account of the Customer or the total solution for any liabilities of the Customer, whether the Customer's liability that is contingent, unforeseeable or in the future, the Bank is entitled to withhold any amount that is in the Customer's account to cover the extent of the liability of the Customer with the Bank.

**25. FORCE MAJEURE**

- 25.1 Notwithstanding any other provision herein, if the Bank is unable to perform any operations or provide any services for any reason beyond the Bank's control, inclusive but not limited to fire, earthquake, flood, epidemic, natural disasters, accidents, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any other factor which are deemed as Force Majeure or any failure or disruption of telecommunications, electricity, water, fuel supply, the Bank is not responsible in any way for any inconvenience, loss, injury, damage suffered or incurred by the Customer arising from the same cause.

**26. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA UNDER DFIA AND THE PERSONAL DATA PROTECTION ACT 2010**

- 26.1 The Customer consents and agrees for the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data to other entities including its branches in Malaysia and other external parties, including but not limited to the parties/bodies listed in clause 26.2 below.
- 26.2 The Customer consents and agrees to the Bank conducting credit checks and verification of information given by the Customer in his application for the Deposit Account or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. The Customer also consent to the Bank's disclosure of the affairs or account of the Customer to:-
- (a) government or regulatory authorities in Malaysia and elsewhere, including BNM, Credit Bureau, Central Credit Reference Information System (CCRIS), Credit Guarantee Corporation Malaysia Berhad;
  - (b) party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralized securities depository or registrar, debt collection agents) to the Bank;
  - (c) the Bank's agents, consultants and professional advisors;
  - (d) the police or any investigating officer conducting any investigation; and
  - (e) any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.
- 26.3 The Customer consents that the Bank, its employees, its representatives and/or its agents may contact the Customer from time to time through personal visits or oral communication effected via any means of communication including but not limited telephone calls regarding any products or services promotion unless objected to in writing by the Customer.
- 26.4 The Customer confirms that all personal information and data set forth herein is/ are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, the Customer shall notify the Bank promptly.

**27. ADDITIONAL PROVISIONS**

- 27.1 The Terms and Conditions herein are non-exhaustive and that the Bank reserves the right to add, modify and delete any of the Terms and Conditions and any such additions, modifications, or deletions shall be binding on the Customer and be deemed to have come to the Customer's attention by way of display at the Bank and at any of its branches and/or advertised by other mode which the Bank deem fit at its sole and absolute discretion as well as does not contravene the Shariah principles within twenty one (21) days prior notice to date of implementation. All previous Terms and Conditions shall be revoked and wholly superseded by this Terms and Conditions.
- 27.2 In the event of any inconsistency or discrepancy between this Terms and Conditions and any marketing brochure and promotional materials related to the campaign or promotion, this Terms and Conditions shall prevail.
- 27.3 This Terms and Conditions is issued in both English and Bahasa Malaysia. In the event of any inconsistency or discrepancy between this English and the Bahasa Malaysia version, the Bahasa Malaysia version shall prevail.