

2 July 2014

These Terms and Conditions govern your access and use of, and your rights and obligations when accessing and/or using the AGRONetBIZ Business Internet Banking ("AGRONetBIZ") and/or using the services provided herein.

If you do not accept these Terms and Conditions, please immediately discontinue your access to the AGRONetBIZ and/or of these services. Your continued use and/or access of AGRONetBIZ and/or using the services provided herein will be deemed as your acceptance of these Terms and Conditions.

DEFINITIONS & INTERPRETATION - 1**1.1 Definitions:**

"Agrobank"	means Bank Pertanian Malaysia Berhad (Company No: 811810-U) and includes its successors in title and assigns.
"Alert"	means the message from Agrobank send via email and/or short messaging message (SMS) to the Customer.
"Approved Limit"	means a limit of amount for the transaction of AGRONetBIZ set by the Corporate Administrator.
"Approver"	means the person(s) authorised to approve the transaction of AGRONetBIZ.
"Authorized Person"	means the person(s) authorised by you (whether alone or jointly with any other person) to give any Instructions and/or sign any document or agreement in respect of AGRONetBIZ.
"Authorized Corporate Users"	means the Corporate Administrator and the Corporate End-Users (Initiator, Approver, Viewer, and/or Single User).
"Authorized Corporate Persons"	means the Authorized Person(s), Corporate Administrator(s) and Corporate End-User(s).
"Authorized Purposes"	means the use of AGRONetBIZ to: <ol style="list-style-type: none">1. conduct Internet banking transactions; and2. Operate, view and transact on the account(s).
"Authorized Signatory"	means person(s) been appointed by Customer to give any Instructions and/or sign any document or agreement in respect of AGRONetBIZ.
"AGRONetBIZ"	means AGRONetBIZ Business Internet Banking, the online internet banking services provided by Agrobank from time to time which may be accessed by the Authorized Corporate Users.
"Business Day"	means a day(s) which Agrobank is open for business.

“Customer”	means the person whose application for access to the AGRONetBIZ has been approved by Agrobank which expression shall include the Authorized Corporate Persons.
“Charges”	means all fees, commission, charges, costs and expenses required to be paid under these Terms and Conditions by you to the Agrobank from time to time.
“Corporate Administrator”	means the authorised representative appointed by you as identified in the AGRONetBIZ Business Internet Banking Form who is authorised to act on behalf of you as the system administrator to create the Corporate End-Users and Profile, which person may be changed by you from time to time.
“Corporate Administrator ID”	means the personal access identification for AGRONetBIZ issued by Agrobank for the Corporate Administrator.
“Corporate End-Users”	means the Initiator, Approver, Viewer and Single User
“Corporate End-Users ID”	means the personal access identification for AGRONetBIZ issued on behalf of you to the users; created and managed by the Corporate Administrator.
“Designated Accounts”	means the account(s) designated by you in the Business Internet Banking Application Form for access to the AGRONetBIZ.
“Debiting Account”	means the debiting account referred to in the AGRONetBIZ Business Internet Banking Form whereby all fees and applicable charges will be deducted from by Agrobank.
“Initiator”	means the authorised representative appointed by you to initiate transactions via AGRONetBIZ.
“Instructions”	means any requests, authorisations, instructions, or communications in whatever form or manner given or transmitted to the Bank via AGRONetBIZ or otherwise.
“Loss”	means all or any direct or indirect loss or damage (financial or otherwise) of whatever nature, type and extent (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity).
“Password”	means the personal password to access AGRONetBIZ issued on behalf of you to the Corporate End-Users; created and managed by the Corporate Administrator.
“Profile”	means the different categories of Corporate End-Users set by you in the Business Internet Banking Application Form.
“Single User”	means the authorised representative appointed by you to perform a straight-through-transaction via AGRONetBIZ
“Terms and Conditions”	means these Terms and Conditions governing the provision of AGRONetBIZ and shall include the Business Internet Banking Application Form, Business Internet Banking Maintenance Form, Circular Resolution/Board Resolution For Subscription Of Business

Internet Banking Services offered by Agrobank, the letter(s) (including any annexure) issued by Agrobank to You from time to time in relation to AGRONetBIZ and include any variations made from time to time to any of the foregoing.

"Security Token"	means an electronic device issued by Agrobank to you to verify and authenticate the identity of the Corporate End-Users.
"User Limit"	means access to account(s) for AGRONetBIZ set by the Corporate Administrator to the Corporate End-Users.
"Viewer"	means the authorised representative appointed by you to perform inquiry activities only via AGRONetBIZ.
"Ujrah"	means consideration for the services provided as well as the benefits and privileges offered by Agrobank to the Customer.

1.2 Interpretation:

- (a) Words importing the singular shall include the plural and vice versa. Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- (b) Headings in these Terms and Conditions are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.
- (c) Any reference to the provisions of any legislation or statute includes any statutory modification or re-enactment thereof.
- (d) Any provision, liberty, power or discretion which may be exercised or determined by Agrobank hereunder may be exercised or made in Agrobank's absolute and unfettered discretion at any time and from time to time and the Bank shall not be under any obligation to give any reason for the same.
- (f) Unless otherwise stated, a reference to time of a day shall be construed as reference to Malaysian time.
- (g) No rule of construction shall apply to the disadvantage of one party because that party was responsible for the preparation of these Terms and Conditions.

AGRONet BUSINESS INTERNET BANKING ("AGRONetBIZ") - 2

- 2.1 AGRONetBIZ is a business internet banking service which is based on the Shariah concept Ujrah which allows you to appoint Authorized Corporate Persons to access and carry out certain transactions on your account(s) and includes a number of Modules. AGRONetBIZ is accessible via our website www.agrobank.com.my.
- 2.2 These Terms and Conditions are in addition to Agrobank's Business and Corporate Banking Account Operating Instructions for New Customers, and other product specific terms and conditions which you have agreed to be bound (the "Other Terms and Conditions").
- 2.3 We recommend you also read the AGRONetBIZ and Security Policy sections of our website for more information on how to get the most out of AGRONetBIZ services and how to protect yourself when transacting online.
- 2.4 AGRONetBIZ is structured so that there are different levels of Authorized Corporate Persons who are authorized to act on your behalf. These are:
 - (a) **Authorized Person:** Authorized Person are appointed and authorized by you in accordance with your account mandate to sign any form, declaration or other documentation and give instructions to us in respect of

AGRONetBIZ; endorse the appointment of Corporate Administrator(s) and Corporate End-Users access via AGRONetBIZ to operate your account(s) and provide instructions to remove those Administrators' and Users' access as required from time to time:

- (b) **Corporate Administrator:** Corporate Administrator(s) are appointed by your company to administer the IB Access for all the applicable users in your company. Each Administrator will be issued a user Identification and One-Time SMS Password to access AGRONetBIZ and administer your AGRONetBIZ transactions. You must have at least one Administrator to operate AGRONetBIZ and the number of Approver required to authorize transactions must be the same as or greater than your account mandate. Corporate Administrators have complete access to your account(s) and are authorized to:
 - 1. Use all Functions on the account(s) via AGRONetBIZ including the ability to assign users for respective functions such as Initiator, Approver, and Viewer;
 - 2. Appoint and remove Corporate End-Users whenever required from time to time; and
 - 3. Select which permissions are given to Initiator(s) and Approver(s) to enable them to use and operate the account(s); and
- (c) **Corporate End-Users:** Corporate End-Users are appointed by your Corporate Administrators and each Corporate End-Users will be issued a user identification. If a Corporate End-Users is given permission to authorize transactions, they will be issued with an AGRONetBIZ Security Security Token. Your Corporate Administrators will assign Users with permissions to access and use certain assigned functions on your account(s) via AGRONetBIZ.

- 2.5 Through the appointment of the Corporate Administrator, as well as the creation of the Corporate End-Users by Corporate Administrator, you have approved Authorized Corporate Users to act for and on behalf of you for the purpose set forth under or pursuant to these Terms and Conditions.
- 2.6 You shall solely be responsible to ensure that Corporate Administrator creates Corporate End-Users ID and Password for Corporate End-Users appointed by you.
- 2.7 You shall solely be responsible to ensure that only the Authorized Corporate Users access the AGRONetBIZ, as well as to ensure that only the Corporate End-Users to use the Security Token and comply with these Terms and Conditions.
- 2.8 You shall ensure that Authorized Corporate Users comply with all your obligations under these Terms and Conditions and you shall be bound by the Authorized Corporate Users failure, neglect or omission to comply with such obligations.
- 2.9 You are responsible for:
 - (a) Ensuring that all Authorized Corporate Users are aware of and comply with these Terms and Conditions; and
 - (b) All acts and omissions of all Authorized Corporate Users including limiting the use of and access to AGRONetBIZ to such persons.

AGRONetBIZ SECURITY - 3

- 3.1 We employ a high level of security monitoring and software, including 128-bit SSL encryption technology. We also strongly recommend that you safeguard your online personal and account information with up to date Internet security software and operating system updates.
- 3.2 When you register for AGRONetBIZ, we will provide you with a client identification and each Corporate Administrator with a user identification (Username). For the Corporate Administrator to sign on for the first time to AGRONetBIZ, they will need to activate the AGRONetBIZ access by contacting our Internet Banking Contact Centre ("IBCC") to obtain a One-Time SMS PIN code. Once the access has been validated and activated, IBCC will issue the code through SMS to your Corporate Administrator.

- 3.3 You must advise and ensure that all Authorized Corporate Users do not select a weak password. Weak passwords include number and letter combinations that may be easily guessed (e.g. ABC1234, abcdef, AAA111), passwords used for other banking or non-banking services, or other easily accessible personal information (e.g. birth date, the person's name, cars or staff ID).
- 3.4 We offer an additional layer of protection when making payments through AGRONetBIZ. This is called AGRONetBIZ OTP (One-time-Password). An AGRONetBIZ OTP is a unique number generated via an AGRONetBIZ Security Token that we provide to you. Your Corporate End-Users will enter the AGRONetBIZ OTP into AGRONetBIZ to approve payments or any other kind of financial related transactions.
- 3.5 We require your appointed Approver who authorize transactions to enter an AGRONetBIZ OTP to approve or reject any request for transactions from your appointed Initiator. AGRONetBIZ Security Tokens are assigned by your Corporate Administrator to individual that has been approved to authorize your banking transactions via AGRONetBIZ. For more information on AGRONetBIZ OTP, please read the Security Policy section of our website.
- 3.6 You must take all reasonable steps to ensure that all Authorized Corporate Users keep their AGRONetBIZ Security Token and AGRONetBIZ Password secure and protected from unauthorized use at all times. This means all the Authorized Corporate Users must:
- (a) Take all reasonable steps to avoid being observed when entering their AGRONetBIZ Password;
 - (b) Not leave their computer or AGRONetBIZ Security Token unattended when signed on to AGRONetBIZ;
 - (c) Not give their AGRONetBIZ Password or AGRONetBIZ Security Token to anyone (including the police, bank staff or their family); and
 - (d) Not keep a written or electronic record of their AGRONetBIZ Password.
- 3.7 If:
- (a) The AGRONetBIZ Security Token
 - (b) has been lost or stolen; or
 - (c) Any Authorized Corporate Users Password is known, or you or any users suspects it is known by another person; or
 - (d) There has been any unauthorized access or activity on your accounts; or
 - (e) You believe for any reason that the information included in any Alert is incorrect or indicates transactions which were not authorized by your user, you or any of your Authorized Person must notify us immediately by calling us at 1 300 88 2476 and/or email to vbbizsupport@agrobank.com.my.

- 4.1 You hereby authorize us to:
- (a) Provide the Authorized Person with access to your account(s) via AGRONetBIZ which could allow them to use all available Functions;
 - (b) Disclose account information and any other details available via AGRONetBIZ to any other Authorized Signatory or Authorized Person;
 - (c) Reset passwords for Authorized Person(s) upon receipt of a properly executed form as we may in our discretion require; and
 - (d) Send any communications regarding AGRONetBIZ to your Authorized Person.
- 4.2 Use of AGRONetBIZ is subject to an Approved Limit for each account and a User Limit for each Approver(s) set by your Corporate Administrator. We reserve the right to change the Approved Limit(s) or User Limit(s) at any time with or without notice. We may, in our sole discretion, change your Approved Limit upon request.
- 4.3 As an additional security precaution, we will send you and/or all your Authorized Corporate Persons a notification alert either through SMS or Email informing you for any activity related to your AGRONetBIZ IB Account. It is an enhanced security feature of AGRONetBIZ whereby all changes to parameters, limits, or personnel by your Corporate Administrator shall be notified to you immediately.
- 4.4 You are solely responsible for the following:
- (a) Proper installation and operation of your systems, modem and telecommunication links for your computer access;
 - (b) Ensuring at your own cost that you have our recommended minimum hardware and software specifications for accessing and maintaining compatibility with AGRONetBIZ;
 - (c) Ensuring AGRONetBIZ is only used for authorized purposes;
 - (d) Accuracy of all information transmitted to our systems by Authorized Person(s);
 - (e) Use the AGRONetBIZ as directed by us;
 - (f) Upon any Authorized Person leaving your employment or if at any time you no longer want an Authorized Person to have access to AGRONetBIZ, immediately inform your corporate Administrator to delete that Authorized Person's access to AGRONetBIZ or requesting in writing that we do so on your behalf;
 - (g) Any misuse by the Authorized Person of any AGRONetBIZ Security Token, communication or information sent by us;
 - (h) Advising us in writing if you no longer require access via AGRONetBIZ to your account(s);
 - (i) All transaction instructions on your account which have been authorized by the use of an AGRONetBIZ Password and Security Token (where applicable). We will have no obligation to further verify any instruction made through AGRONetBIZ; and
 - (j) Advising us in writing immediately if you change your name, address, Authorized Person, or the mobile phone or email address registered with us for the purpose of receiving Alerts.
- 4.5 You also undertake:
- (a) To pay fees incurred for any request made for the purpose of either training or diagnosing and/or rectifying problems which are not the result of faults or defects in AGRONetBIZ;
 - (b) To promptly notify us immediately of any faults, errors or inconsistencies;
 - (c) Not to use AGRONetBIZ for any illegal or unauthorized purpose; and
 - (d) To ensure the AGRONetBIZ Security Token is only issued to the appropriate person by your Corporate Administrators.

SERVICE SPECIFIC CONDITIONS, FEES & CHARGES - 5

- 5.1 You agree to pay Agrobank the Charges at such rates and on such terms as Agrobank may stipulate from time to time in respect of the access to the AGRONetBIZ.
- 5.2 You agree that the Charges may be deducted by Agrobank from the Debiting Account and in the event that there are insufficient moneys in the Debiting Account, from any of the accounts.
- 5.3 All payments payable to Agrobank shall be made in the lawful currency of Malaysia.
- 5.4 Payments:
- (a) When your appointed Approver approve a payment, you instruct us to debit your account with the amounts you request be paid to a specific account from time to time.
 - (b) Once a transactions has been authorized (approved), a payment cannot be stopped, reversed, cancelled or altered.
 - (c) Your account will be debited on its due date with a payment immediately upon authorization and sending.
 - (d) Payments or transfers (other than Immediate Crediting Payments) made after certain cut-off time or on a non-business day to Agrobank or other Bank accounts, it may be processed by us on the following business day.
- 5.5 You acknowledge that:
- (a) Notwithstanding that a payment, once authorized and sent, cannot be stopped, reversed or cancelled if you have made an error, you may request a payment error recovery, provided your request is made to us in writing;
 - (b) Immediate or same day cleared payments are irreversible and payment recovery will not be undertaken by Agrobank, other than in circumstances where the payment is made due to a mistake on our part;
 - (c) A request for a payment error recovery may not be successful and you may suffer loss;
 - (d) if you, by mistake, make a payment into an account and enter the wrong account number the payment may only be recovered if the owner of that account consents to the reversal and the bank is not liable for negligence; and
 - (e) You agree to reimburse the total value of any costs and expenses in a successful or unsuccessful payment recovery and we are authorized to debit such costs from your account.
- 5.6 Alerts
- (a) AGRONetBIZ's alert service allows you to receive alerts via SMS or email ("Alerts") in relation to your Agrobank accounts activity conducted via AGRONetBIZ on the occurrence of certain specified events. To use the Alert service, Corporate Administrators must first assign a Malaysia mobile number or an email address to each Authorized Person selected to receive Alerts. Each Authorized Person may be assigned only 1 email address or mobile phone number for the alerts.
 - (b) Alerts are only available for those account(s) selected by the Corporate Administrators which are eligible for the Alerts service and will only be sent upon successful execution of a transaction (financial and non-financial).
 - (c) Each Alert will be sent separately based on the medium selected and your Alert profiles can be modified or stopped by your Corporate Administrator via AGRONetBIZ.
 - (d) You and each Authorized Person receiving Alerts acknowledges and accepts that Alerts are being sent without being encrypted and may include personal and confidential information. You and each Authorized Person receiving Alerts agrees to provide us with the correct email address or mobile phone number and are responsible for protecting your email address or mobile phone from unauthorized access by third parties. We accept no responsibility or liability for the accuracy of the contact information supplied to us.
 - (e) Information sent in an Alert will be current as at the time and date that the Alert was sent by us. Alerts will be sent if your Corporate Administrator's:
 - 1. Cancelled or suspended any of your Corporate End-Users access to AGRONetBIZ; or
 - 2. Permissions for certain Functions, Accounts or Limits are changed; or
 - 3. Mobile phone or email address is changed in AGRONetBIZ.

INSTRUCTIONS - 6

- 6.1 Agrobank may treat and accept any or all Instructions received as Instructions properly authorized by you, and Agrobank shall not be liable for any unauthorized or fraudulent Instructions received by Agrobank. Agrobank shall be under no obligation to check the authenticity of the Instructions or the authority of the person or persons giving them.
- 6.2 Where Agrobank has reason to believe that an Instruction purporting to come from you has not been properly authorized by you or that a breach of security has occurred in relation to your access of AGRONetBIZ, Agrobank reserves the right not to act, or to delay acting on the Instructions without being liable to you for Loss for so doing.
- 6.3 You are responsible for the accuracy, correctness, authenticity and completeness of the Instructions. Agrobank is not liable for Loss or delay resulting from any breach, non-compliance or non-observance of the foregoing.
- 6.4 Instructions given will be dealt with in the normal course of business. If Instructions are given at a time after the deadline set by Agrobank for transactions for any particular day, the said Instructions may not be carried out until the next Business Day.
- 6.5 Agrobank shall not be obliged to cancel or change any Instructions after the same have been transmitted to the Agrobank. Agrobank shall use all reasonable efforts to act on such cancellation or change prior to the execution of such Instructions by Agrobank, but Agrobank shall have no liability whatsoever if such cancellation or change is not effected in time or could not be made. In the event that Agrobank attempts to cancel or change any Instructions at your request, you shall be liable to pay any and all costs and expenses which may be incurred by Agrobank. For the avoidance of doubt, Agrobank shall not be taken to have received or to have notice of any cancellation or change until Agrobank actually receives the notice of cancellation or change.

DISCLAIMER - 7

- 7.1 All contents and information which are available on the AGRONetBIZ are provided on an "as is" and "as available" basis and not to be taken as investment, financial, commercial or business advice or recommendations. Such information and materials are provided for general information only and you should seek professional advice at all times and obtain independent verification of the information and materials contained before making any decision based on any such information or materials.
- 7.2 Agrobank does not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. Agrobank also do not warrant that the AGRONetBIZ will meet your requirements, be uninterrupted, timely or secure. You agree that your access shall be at all times at your sole risk.
- 7.3 Agrobank shall not, at any time whatsoever, be liable to you or any other person for Loss or any damage arising from any interruption or unavailability of the AGRONetBIZ or the access of the AGRONetBIZ for whatever reason.

HYPERLINK TO THIRD PARTIES - 8

- 8.1 Hyperlink from or to websites outside the AGRONetBIZ is meant for convenience and reference only. Such hyperlinked websites are owned and operated by third parties and as such are not under the control of Agrobank. Therefore Agrobank shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. Furthermore, the hyperlinks provided in the AGRONetBIZ shall not be considered an endorsement or verification or approval of such linked websites or the

contents therein. Hyperlink to any other site is at your sole risk and Agrobank will not be responsible or liable for any damages in connection with hyperlink or your participation or use of information, material, services or promotion.

COPYRIGHT & TRADEMARK - 9

- 9.1 All copyrights, trademarks/service marks, patents, logos and other intellectual property rights of Agrobank or others in the AGRONetBIZ and contents whereof and in Agrobank's services (including, but not limited to, all information, details, graphics, data, files, text, sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in Agrobank or the relevant third party proprietor as the case may be.
- 9.2 No part or parts of the AGRONetBIZ may be modified, copied, distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, used, sold or commercially dealt with in any manner without the express prior written consent of Agrobank.
- 9.3 Unless Agrobank's expressed prior written consent is obtained, no insertion of a hyperlink to the AGRONetBIZ on any other website and no frame or "mirror" of any material contained on the AGRONetBIZ on any other server.
- 9.4 Unless the prior written consent of Agrobank or the relevant proprietor has been obtained, no such trademark, service mark or logo or any other intellectual property rights may be used as a hyperlink or to mark any hyperlink to Agrobank's website or any other site.
- 9.5 Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of Agrobank's website may be in breach of statutory or common law rights which could be the subject of legal action.

LIABILITY & INDEMNITY - 10

- 10.1 In no event Agrobank shall be liable for Loss or any damages howsoever arising whether in tort, contract, strict liability, negligence or any other basis, directly, special, or punitive damages, or loss of profits or savings arising in connection with your access or use or the inability to access or use the AGRONetBIZ (or any third party hyperlink to or from Agrobank's website), reliance on the information contained in the AGRONetBIZ, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise if it is not due to Agrobank's fault, act, negligence or omission.
- 10.2 You will indemnify and hold us harmless against each loss expense and liability sustained or incurred by us as a result of:
 - (a) Your fraud or negligence;
 - (b) The unauthorized access to or use of your accounts through AGRONetBIZ and to which you have contributed by your failure to comply with the Terms and Conditions. This includes (but is not limited to) if you or any Authorized Person:
 1. Selects an unsuitable or weak AGRONetBIZ Password;
 2. Fails to reasonably safeguard a AGRONetBIZ Password or AGRONetBIZ Security Token from unauthorized use; or
 3. Unreasonably delays notifying us of the loss or theft of a AGRONetBIZ Security Token, the actual or suspected disclosure to any other person of the AGRONetBIZ Password, or that there has been unauthorized access or activity on your accounts.
- 10.3 In no event either Agrobank or you shall indemnify for:-
 - i. Indirect loss or consequential loss or damage; and/or
 - ii. Loss of profits (whether direct or indirect) business, revenue, goodwill or anticipated savings.
- 10.4 This clause shall take effect to the fullest extent permitted by law.

SUSPENSION AND TERMINATION - 11

- 11.1 You agree and acknowledge that Agrobank reserves the sole right and discretion to suspend, terminate, withdraw or restrict, without any liability whatsoever, the access to all or any part of the AGRONetBIZ with reason by giving not less than fourteen (14) Business Days prior notice to you.
- 11.2 Notwithstanding Clause 11.1, Agrobank may immediately terminate, suspend or restrict your access to the AGRONetBIZ if:-
- (a) You breach or fail to observe any provision of these Terms and Conditions or where the provision of the AGRONetBIZ shall be contrary or prohibited by law, regulatory, authority or body;
 - (b) You failed to pay any Charges or fees when due;
 - (c) You have provided Agrobank with false or incomplete information;
 - (d) You become or threaten to become or is in jeopardy of becoming subject to any form of insolvency administration; or
 - (e) in Agrobank's opinion, it is in the public interest to do so; or
 - (f) There are any directions or instructions from Bank Negara Malaysia or any other relevant authorities to Agrobank to discontinue the AGRONetBIZ or your access to the AGRONetBIZ.
- 11.3 You may terminate your access to the AGRONetBIZ without assigning any reasons whatsoever by giving Agrobank at least thirty (30) Business Days prior written notice. The termination will not be effective until Agrobank has received from the Authorised Person a notice of termination.
- 11.4 You agree and acknowledge that the termination does not affect your liability or obligation in respect of the Instructions received by Agrobank prior to such termination that have been processed or are being processed by Agrobank.
- 11.5 You further agree and acknowledge that where an Instruction has been received by Agrobank prior to such notice of termination but has not been processed, and your access to the AGRONetBIZ is thereafter terminated, the Agrobank shall not be responsible nor liable for any failure to process the Instruction.
- 11.6 Any rights and obligations under these Terms and Conditions, which by their terms would survive the termination, shall continue to be in full force and effect.

LAW AND JURISDICTION - 12

- 12.1 These Terms and Conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing AGRONetBIZ and/or using the services provided herein by Agrobank, you hereby consent to the exclusive jurisdiction of the Malaysian courts in all disputes arising out of or relating to the use of AGRONetBIZ.
- 12.2 Agrobank makes no representation that the materials, information, functions and/or services provided through AGRONetBIZ are appropriate or available for use in jurisdictions other than Malaysia.

WAIVER - 13

- 13.1 No failure or delay on the part of Agrobank in exercising nor any omission to exercise any right, power, privilege, or remedy provided in these Terms and Conditions shall constitute a waiver or acquiescence of such default which shall affect or impair any right, power, privilege or remedy herein.

SEVERABILITY - 14

- 14.1 If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of these Terms and Conditions shall continue in full force and effect.

CHANGES TO TERMS & CONDITIONS - 15

- 15.1 Agrobank reserves the right to vary, amend or supplement any of these Terms and Conditions as long as not against with the Shariah principles by way of notice in such manner as deemed suitable by Agrobank from time to time. Notwithstanding the same, you should be able to view the revised terms and conditions upon access to the AGRONetBIZ and use of the services thereafter shall constitute your acceptance to the variations, amendments or supplements.

SUCCESSORS BOUND - 16

- 16.1 These Terms and Conditions herein including any amendments shall be binding upon your permitted heirs, personal representatives, executors, assigns and successors in title and on the successors in title, assigns of Agrobank, and You shall not be entitled to assign any of your rights or obligations under the Terms and conditions herein unless with the express prior written consent of Agrobank.

NOTICES - 17

- 17.1 You hereby consent to all notices and other communications which concern the services or are required under these Terms and Conditions or may be given by Agrobank in any one of the following manners:
- (a) By ordinary post to your last known address in Agrobank's records and such notification shall be deemed received three (3) days after posting;
 - (b) By electronic mail to your last known e-mail address in Agrobank's records and such notification shall be deemed received twenty four (24) hours after sending;
 - (c) By display in Agrobank's business premises and such notification shall be deemed effective upon such display;
 - (d) By way of advertisement in one insertion in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper;
 - (e) By inserting a notice in Agrobank's statement of account to you and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the statement of account.
 - (f) Broadcasting a message on AGRONetBIZ;
 - (g) If notified to you in any other manner as Agrobank deems fit

- 17.2 All notices to Agrobank concerning the services and these Terms and Conditions shall be in writing, signed by your Authorized Signatory and shall be sent to Agrobank at the following address or delivered or transmitted or by such other way as Agrobank may notify from time to time:

Head

Electronic Banking Department
Tingkat 23 Bangunan Agrobank
Leboh Pasar Besar
Peti Surat 10815
50726 Kuala Lumpur

Should you wishes to send the notices through email, please proceed to email to:
vbbizsupport@agrobank.com.my | ibcallcenter@agrobank.com.my

FORCE MAJEURE - 18

- 18.1 Agrobank shall not be liable to you for any failure or delay in the performance of any of its obligations herein to the extent that such performance is prevented or delayed by event(s) or circumstance(s) beyond the reasonable control of Agrobank, including but not limited to acts of God, viruses, worms, cancelbots and other contaminants, act of terrorism, fire, flood, riot, natural catastrophe, explosion, industrial dispute or disturbance, war, any government action, failure or interruption to telephone connectivity, network connectivity, network environment, electrical or power supply, interruption or failure of the AGRONetBIZ and/or Agrobank's computer systems (whether by virus, by breakdown of a third party system upon which the same may be dependent, or such other reason beyond Agrobank's control).

EVIDENCE- 19

- 19.1 You agree not to dispute the validity, accuracy or authenticity of any evidence of the Instructions and communications transmitted electronically between the parties, including such evidence in the form of Agrobank's computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 19.2 Except in the event of manifest error or fraud, You agrees to refer to and to treat all such records or transaction logs, magnetic tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all of the Instructions and other communications received or sent by Agrobank. You further agree that all such records shall be binding upon you and that you will not be entitled to dispute the validity or authenticity of the same.
- 19.3 All such Instructions and communications that meet the operating standards and requirements of Agrobank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

EQUIPMENT & SOFTWARE - 20

- 20.1 You are responsible for ensuring the compatibility of the internet browser, settings and any equipment used for access and/or use of the AGRONetBIZ and also for ensuring such equipment shall be free from any defects, viruses or errors. Further, you are responsible for the computer, system or other device from which the users access the AGRONetBIZ, including without limitation the maintenance, operation and permitted use of such computer, system or other device. You agree to comply with any criteria imposed by Agrobank from time to time with respect to your computer, system or other device from which you accesses and/or uses the AGRONetBIZ (including any software

used). You shall be wholly responsible for any loss or damage arising from or in connection with your use of any computer, system or other device belonging to a third party.

SECURITY TOKEN & CORPORATE ADMINISTRATOR ID - 21

- 21.1 You shall solely be responsible for keeping the confidentiality of the Security Token and Corporate Administrator ID which have been issued by Agrobank to You in order to enable You to access the AGRONetBIZ and You shall be solely responsible for all Instructions effected (whether authorized or otherwise) through the use of such Security Token and Corporate Administrator ID.
- 21.2 You agree to take all necessary precautions to prevent the loss, theft or unauthorized use of the Security Token and Corporate Administrator ID and not to part possession with it.
- 21.3 The Agrobank shall, at its sole and absolute discretion, be entitled to de-activate or revoke the use of the Security Token and Corporate Administrator ID or deactivate the AGRONetBIZ in relation to you and/or the Authorized Corporate Users at any time without assigning any reason whatsoever and without prior notice. The Bank may recall any of the Security Token and Corporate Administrator ID at any time and may (but shall not be obliged to) re-issue a new Security Token and Corporate Administrator ID without assigning any reason and without any liability on the Agrobank for any loss whatsoever.
- 21.4 Agrobank may send any of the Security Token and Corporate Administrator ID via ordinary post or such other means as the Bank may, in its sole and absolute discretion deem fit. For the avoidance of doubt, you shall not hold the Bank responsible or liable in the event that the Security Token and Corporate Administrator ID fail to reach you and/or the Authorized Corporate Users after dispatch or if the same is lost, delayed or stolen whilst in transit.
- 21.5 Agrobank reserves the right to impose a fee for any issuance and/or replacement of the Security Token and Corporate Administrator ID.
- 21.6 You hereby agree to indemnify Agrobank in full from and against any claims, demands, actions and proceedings which may be made against Agrobank and any damage, liability, loss and expense including legal cost on a full indemnity basis which Agrobank may incur or suffer directly or indirectly arising from or in connection with the use of the Security Token and Corporate Administrator ID with or without your authority or as a result of negligence, misconduct or breach by you and/or the Authorized Corporate Users.

DISCLOSURE & CONFIDENTIALITY - 22

- 22.1 You agree that Agrobank may without further consent from you disclose any information in respect of you, the Instructions and your subscription and access to the AGRONetBIZ:-
 - (a) To any of Agrobank's related branches and/or any of other persons where Agrobank deem disclosure necessary to give effect, complete, verify or restrict a transaction or Instruction;
 - (b) To Bank Negara Malaysia or other regulatory authorities in or outside Malaysia including court orders and requests;
 - (c) To protect and/or defend our rights and Agrobank's property; or
 - (d) To protect the interests of the public including but not limited to the detection of crimes and the apprehension of criminals; or
 - (e) Where disclosure is required or permitted by laws; or
 - (f) Any governmental authorities and agencies in Malaysia; or
 - (g) The police or any investigation officer conducting any investigation in connection with any offences; or
 - (h) To companies which are related to Agrobank by virtue of Section 6 of Companies Act 1965 or any associated company of Agrobank or of its parent company.

- 22.2 Due to the nature of access via internet, you agrees and acknowledges that Agrobank does not guarantee or ensure and does not make any representations or warranties in respect of the confidentiality of the information and you hereby agrees to accept the risk associated with the use of the internet medium including but not limited to the risk that all information transmitted through the AGRONetBIZ may be accessed by unauthorized third parties and accordingly, you agrees not to hold Agrobank responsible or liable for any such unauthorized access.

MISCELLANEOUS- 23

- 23.1 The headings used in these Terms and Conditions are for reference and convenience only and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.