

TERMS AND CONDITIONS FOR DEPOSIT ACCOUNT

Any account that has been opened and any operation made on the Deposit Account is subject to this Terms and Conditions set forth below:

1. DEFINITION

Agro Debit Card-<i>i</i>	: means any VISA debit cards issued by the Bank to enable cardholders to have electronic access to Savings/GIRO Account and perform certain transactions subject to this Terms and Conditions herein.
Application Form	: means the Deposit Account Application Form completed by the Customer with the necessary particulars in respect of the account opening.
<i>Aqad</i> Period Expiration Date	: means the maturity date or period of the <i>Murabahah</i> contract. The <i>Aqad</i> Period Expiration Date for Savings/GIRO Account is set on December 31 of each year. The <i>aqad</i> renewal will be performed by the Bank's headquarter on the next Business Day after the <i>Aqad</i> Expiration Date.
ATM	: means an Automated Teller Machine owned by the Bank or other financial institutions under the participating PayNet or VISA Plus ATM networks.
Authorized Signatories	: means individual who have been duly vested with the legal authority to execute documents on behalf of an organization and to bind the organization to the terms and obligations set forth therein.
Bank	: means Bank Pertanian Malaysia Berhad (Registration No. 200801010522 (811810-U)) or otherwise known as "Agrobank" including its branches and assignees.
Bank's Purchase Price	: means the sum amount payable by the Bank to take ownership of the Commodity from the Customer on <i>Murabahah</i> basis (Cost Price + Profit) as part of the implementation of <i>Tawarruq</i> transaction.
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 production, retail purchase, online purchase, fund transfer, bill payment and any other service offered or introduced by the Bank from time to time.
CDM	: means Cash Deposit Machine.
Ceiling Profit Rate (CPR)	: means rate used for <i>Tawarruq</i> -based products to compute the Bank's Purchase Price.

Charges	: means the banking fees and charges imposed by the Bank for any service provided to the Customer in accordance with policies/directive/guidelines from BNM and made known to the Customer.
Commodity	: refers to the types of <i>Shariah</i> -compliant Commodities involved in each purchase transaction relating to Deposit Account which applies the <i>Shariah</i> contract of <i>Tawarruq</i> and permissible by <i>Shariah</i> such as crude palm oil, raw soy/ crude soybean oil, rubber/ natural latex/ Standard Malaysian Rubber (SMR), soap noodle, cocoa beans or any commodities advised by a commodity supplier.
Cost Price	: means the principal amount of Customer's deposit to purchase Commodity from commodity supplier in cash.
Customer	: means the accountholders 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, 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 including the existing or any new accounts that will be introduced by the Bank from time to time.
Effective Profit Rate or EPR	: means the actual profit rate as determined by the Bank from time to time for the calculation of accrued profits to be credited into the Customer's GIRO/Savings Account that adopts <i>Shariah</i> contract of <i>Tawarruq</i> .
End of Day Balance	: means the amount remains in account on any single day, excluding the floats.
Effective Date of Deposit	: means the date on which the deposit transaction is credited or paid into the Customer's Deposit Account.
<i>Hamish Jiddiyyah</i>	: means the amount that would be obtained by the Customer, derived from an undertaking (<i>wa'd</i>) by the Bank to purchase the Commodity from the Customer. The value will be considered as a security deposit until the commodities sale and purchase transaction is completed.
<i>Hibah</i>	: means unilateral transfer of ownership of the <i>hibah</i> asset or gift from the donor to the donee without any consideration or reward.

Holding Balance	: means at any time the amount estimated by the Bank as the amount of any and all Card Transaction 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 transactions online operated by secured Bank operators.
Joint Account	: means the Deposit Account opened and operated by at least two (2) persons and shall not exceeding than five (5) persons.
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.
Maturity Date	: means the expiry date or tenure for <i>Murabahah</i> contract.
<i>Murabahah</i>	: means a sale and purchase of an asset where the acquisition cost and mark-up are disclosed to the purchaser.
MyDebit	: means a payment instrument provided by card scheme and to be accepted at terminals registered under MyDebit.
PayNet	: means "Payments Network Malaysia Sdn Bhd" (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd).
PDPA	: means Personal Data Protection Act 2010 (Act 709) as amended or revised from time to time and includes any statutory modification, amendment, re-enactment thereof and any regulations made thereunder.
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' shop space.
<i>Ibra'</i> (Rebate)	: means 'waiver on rights of claim' accorded by a person to another person that has an obligation which is due to him/her. This is applicable for Deposit Account that adopts <i>Shariah</i> contract of <i>Tawarruq</i> where the Customer agrees to grant <i>ibra'</i> (rebate) to the Bank on the Bank's Purchase Price at the Maturity Date or Termination Date.
Sales Slip	: means a receipt issued by an authorized dealer post transaction.
SST	: means Sales and Services Tax imposed under the provision of Sales Tax Act 2018 (Act 806) and Service Tax Act 2018 (Act 807).

- Services** : means services provided by the Bank in relation to the account or based on instructions from accountholder or through ATM, CDM, cheque deposit machine, telephone, mobile phone and internet.
- Terms and Conditions** : means this Terms and Conditions and shall include any amendments, changes and additions made and notified to the Customer from time to time by the Bank through, unless stated otherwise herein, the Bank's website at www.agrobank.com.my and shall apply to all accounts unless otherwise specified the type of account deposits applicable.
- Termination Date** : means the early settlement of the Bank's Purchase Price made by the Customer prior to Maturity Date.
- Ujrah** : means commission or service fee.
- 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 94404 of which the Bank is a leading member.
- VISA Paywave** : means the use of card by tapping the card with a distance of four centimeter (4cm) on retailer's terminal to purchase.
- Wakalah** : means an agency contract in which a party mandates another party as her/his agent to perform a particular task in matters that may be delegated voluntarily or with imposition of fee. Under *Tawarruq* arrangement, the Customer enters into a contract upon opening deposit account, new deposit placement (new and existing account) and renewal of *Aqad* with the Bank where the latter will act as buying and selling agent on behalf of the Customer in respect to buying and selling of the Commodity.

The following terms are only applicable to Agro Farah-*i* Savings Account: -

- Agro Farah-*i*** : means a statement-based Savings Account using Shariah contract of *Tawarruq* applicable for an individual woman who is a Malaysian citizen, permanent resident or non-citizen and attains the minimum age of eighteen (18) years old at the time of Main Account opening, which is designed to appreciate the role of women in family institution by offering additional Bonus to the Main Account Holder.
- Bonus** : means the additional incentives granted to the Main Account Holder at the Bank's discretion. The Bonus (if any) will be credited into the Main Account on the first (1st) of the following month or at such time as the Bank may determine.
- Children** : means the legal children under the custodian of the Main Account Holder. Registration/linkage of a Child Savings Account and/or GIRO Account as a Sub Account to the Main Account is subject to a valid registration and/or custody

document.

- Husband** : means a spouse to the Main Account Holder with a valid marriage registration document.
- Main Account** : means Agro Farah-*i* Savings Account. Main Account can be linked to multiple Sub Account.
- Main Account Holder or Customer** : means an individual woman who is a Malaysian citizen, permanent resident or non-citizen and attains the minimum age of eighteen (18) years old at the time of Main Account opening.
- Sub Account** : means a Savings Account and/or GIRO Account operated by the Husband and/or Children of the Main Account Holder. Each Sub Account can be linked to the one (1) Main Account only.

2. SHARIAH PRINCIPLES

Applicable Shariah principles are as follows: -

2.1 QARD

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 (the lender) when requested in accordance with this Terms and Conditions.

2.1.2 The Customer consents to the Bank to utilize his/her/their whole or any part of monies in any banking activity (financing or investment) that does not contradict with *Shariah* principles and as permitted under the DFIA and BNM.

2.2 TAWARRUQ

2.2.1 *Tawarruq* consists of two (2) sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.

2.2.2 Under this arrangement, the Bank (acts as representative on behalf of the Customer) purchases the Commodity from the Commodity Supplier in cash at the Cost Price (principal amount of the Customer's deposit). Subsequently, the Bank is to purchase the Commodity from the Customer (the Bank acting on behalf of the Customer to sell the Commodity) based on the Shariah concept of *Murabahah* (Cost Price plus profit) based on deferred payment. Subsequently, the Bank will sell the Commodity to Commodity Supplier for cash.

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

- a. The 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 this Terms and Conditions stated herein.
- b. For the customer aged below 18 years old ("child"), it is deemed that his/her parent or legal guardian has given consent to appoint the Bank as an agent to perform Tawarruq transactions during account opening. Such consent is given automatically by the child when he/she reaches 18 years old.
- c. 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.
- d. 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.
- e. 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. The Commodity purchasing transaction shall be executed by the Bank on the next Business Day or any reasonable period (which does not exceed three (3) Business Days) according to the commodity purchasing daily report. Any purchase transaction carried out on behalf of the Customer, the Bank shall register ownership of the said Commodity on behalf of the Customer.
- f. The Customer hereby give their consent to the Bank to deal with the whole or any part of any monies standing to the credit of their account(s) in situation where the *Tawarruq* is executed later than the date of the deposits is accepted from the Customer and that the reasons for the delay are due to necessary and unavoidable incidental circumstances (*tabi'*).
- g. 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.
- h. 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.
- i. In relation to Paragraph 2.2.3 (d), the Customer hereby agrees that the Bank

will provide an advance amount based on the Shariah contract of *Qard* (Loan) to cover the shortfall to purchase the Commodity from third party in the event of the Customer's deposit balance is lesser than the amount stated in the commodity purchasing daily report following to the Customer conduct early withdrawal on deposit prior to the purchase of the Commodity. However, the net amount after deducting the advance amount duly paid (*muqassah*) by the Bank shall be considered as a settlement of Bank's Purchase Price.

- j. 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 an agent) based on Shariah concept of *Murabahah* (cost price plus profit) on deferred payment. Each *Murabahah* purchase transaction shall be made on the same date in which the purchase transaction of the Commodity is completed.
- k. After completion of the sale transaction, the Bank acting on behalf of the Customer 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.
- l. 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.
- m. The appointment of the Bank as the Customer's agent will also be effective for automatic renewal activities and the placement of new deposit for existing customers.
- n. The automatic renewal shall be subject to the current Profit Rate set by the Bank at the renewal date unless it is approved by the Bank to proceed at a special rate.

2.2.4 *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 acting on behalf of the Customer 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 *aqad* script of *Murabahah* sale and purchase (Deposit) and the Bank (as the Customer's agent) shall sign the acceptance for *Murabahah* Purchase on the *aqad* 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 *aqad* 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 grant *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 cannot be used before the execution of *Murabahah* Purchase is completed.

2.3 The following are the types of Shariah contract applicable to Deposit Account:

2.3.1 Savings/GIRO Account

No.	Type of Account	Shariah Contract
1.	Agro Basic Savings Account- <i>i</i> (AgroBSA- <i>i</i>)	<i>Qard</i>
2.	AgroPerdana- <i>i</i>	<i>Qard</i>
3.	AgroPerdana- <i>i</i> PLUS	<i>Tawarruq</i>
4.	AgroTani- <i>i</i>	<i>Qard</i>
5.	AgroTani- <i>i</i> PLUS	<i>Tawarruq</i>
6.	AgroMuda- <i>i</i>	<i>Qard</i>
7.	AgroMuda- <i>i</i> PLUS	<i>Tawarruq</i>
8.	Agro Farah- <i>i</i>	<i>Tawarruq</i>

2.3.2 Term Deposit

No.	Type of Account	Shariah Contract
1.	Fixed Return Islamic Account- <i>i</i> (FRIA- <i>i</i>)	<i>Tawarruq</i>
2.	FRIA- <i>i</i> 45PLUS	<i>Tawarruq</i>
3.	FRIA On Lien	<i>Tawarruq</i>
4.	AgroPrimaS	<i>Tawarruq</i>

3. OPENING OF ACCOUNT

3.1 Application for opening an account shall be made by the individual himself/herself or representative authorized by the communities, clubs, associations, organizations and statutory bodies in the form provided by the Bank and subject to the terms and conditions provided under this Terms and Conditions. The Bank reserves the right to amend these terms from time to time by giving twenty-one (21) calendar days' notice to the Customer.

3.1.1 Savings/GIRO Account

No	Type of Account	Category of Account	Minimum Initial Deposit
1.	Agro Basic Savings Account- <i>i</i> (AgroBSA- <i>i</i>)	Individual/Trust/Joint	RM20.00
2.	AgroPerdana- <i>i</i> (GIRO Account)	Individual (Passbook) – Citizen	RM20.00
		Individual (Passbook) – Non-Citizen	RM50.00
		Individual (Statement) – Citizen	RM20.00
		Individual (Statement) – Non-Citizen	RM100.00
		Non-Individual (Statement)	RM100.00
		Government Agency / Cash Line	-
3.	AgroPerdana- <i>i</i> PLUS (GIRO Account)	Collection Account	RM1,000.00
		Non-Individual (Statement)	RM100.00
		Government Agency / GLC	RM1,000.00
4.	AgroTani- <i>i</i>	Collection Account	RM1,000.00
		Individual – Citizen	RM20.00
		Individual / Trustee – Non-Citizen	RM50.00
		Joint – Citizen / Non-Citizen	RM100.00
5.	AgroTani- <i>i</i> PLUS	Non-Individual	RM100.00
		Individual – Citizen	RM20.00
		Individual – Non-Citizen	RM100.00
6.	AgroMuda- <i>i</i>	Joint – Citizen / Non-Citizen	RM100.00
		Trustee / Minor	RM5.00
7.	AgroMuda- <i>i</i> PLUS	Trustee / Minor	RM5.00
		Non-Citizen	RM100.00
8.	Agro Farah- <i>i</i>	Individual – Citizen	RM20.00
		Individual – Non-Citizen	RM100.00

3.1.2 Term Deposit

No	Type of Product	Category of Account	Minimum Initial Deposit (per certificate/statement)	
1.	Fixed Return Islamic Account- <i>i</i> (FRIA- <i>i</i>)	Individual / Joint / Non-Individual	Purpose/Tenure	Amount
			Upfront Security Deposit	RM5,000
			2 months and below	RM5,000
			3 months and above	RM1,000
2.	FRIA- <i>i</i> 45PLUS	Individual / Joint	Purpose/Tenure	Amount
			Upfront Security Deposit	RM5,000
			2 months and below	RM5,000
			3 months and above	RM1,000
3.	FRIA On Lien	Individual / Joint / Non-Individual	Tenure	Amount
			2 months and below	RM5,000
			3 months and above	RM1,000
4.	AgroPrimaS	Individual / Joint / Non-Individual	RM500.00	

3.2 The Bank may decline any deposit account application made by the Customer where the Bank shall, upon query made by the Customer, provide reasonable explanation as to the reason for such rejection and if necessary, to advise the Customer for further action. However, written notice on reasonable explanation will be given to the Customer if the application for opening the AgroBSA-*i* Account is rejected by the Bank.

3.3 The Customer agrees to place deposit under the prescribed *Shariah* principles and according to this Terms and Conditions.

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 Bank's *Shariah* Committee.

3.5 Transactions under AgroBSA-*i*

3.5.1 The Customer may opt to open AgroBSA-*i* with no annual fee and is allowed to carry out sixteen (16) complimentary monthly transactions, as follows:

- a. Six (6) free visits for transactions conducted Over-The-Counter (OTC). A charge of Ringgit Malaysia Fifty Cents only (RM0.50) per visit will be imposed for the seventh (7th) and above visit;
- b. Eight (8) free transactions for successful cash withdrawals via ATM/CDM (this excludes savings account balance inquiries or transfer money to other accounts). Transaction charge of Ringgit Malaysia One only (RM1.00) for each withdrawal will be imposed for the ninth (9th) and above withdrawals; and
- c. Two (2) first Interbank GIRO (IBG) transactions will only be charged Ringgit Malaysia Fifty Cents only (RM0.50) per transaction. Transaction charge of Ringgit Malaysia Two only (RM2.00) for each transaction will be imposed after the first two (2) IBG transactions.

3.5.2 Alternatively, the Customer may choose for unlimited ATM withdrawals and Over-The-Counter (OTC) Transactions, as follows:

- a. Customers below sixty (60) years of age
Accountholders are given an option to pay an Annual Fee of Ringgit Malaysia Eight (RM8.00) only for the unlimited number of withdrawals at ATM and Over-The-Counter (OTC) transactions.
- b. Customers aged sixty (60) and above (Senior Citizens)
Unlimited ATM withdrawals and Over-The-Counter (OTC) transactions.
Annual fee charge is excluded.

3.6 For AgroMuda-i/AgroMuda-i PLUS Trust/Minor Deposit Account, this product will be automatically converted to AgroTani-i/AgroTani-i PLUS upon the age of the "Primary Accountholder" (Child) has reached the age of 18 years and above. Notice of notification will be given to the Customer within fourteen (14) days before the product change is made.

3.6.1 Qard Concept:

- AgroMuda-i will be converted to AgroTani-i or any product that is equivalent/better to AgroTani-i, subject to the Bank's Management decision.
- *Hibah* payment is based on the discretion of the Bank.

3.6.2 Tawarruq Concept:

- AgroMuda-i PLUS will be converted to AgroTani-i PLUS or any product that is equivalent/better to AgroTani-i PLUS, subject to the Bank's Management decision.
- Profit payment will be paid as per prevailing rate.

3.6.3 The Customer is allowed to close/terminate the account upon auto-conversion should the Customer is not agreeable with the Bank's decision.

- 3.6.4 Notice shall be given by the Bank to the Customer personally by Short Message System (SMS), post or other communication platforms deemed appropriate.
- 3.7 For Term Deposit Account, 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 Effective Date of Deposit to enable the Customer (through Bank as the Customer's representative) to proceed with purchasing the Commodity for *Tawarruq* transaction.
- 3.8 For the application of Agro Debit Card-*i*, the Customer must be twelve (12) years old and above (including non-residents of Malaysia) upon the date of the application card. If the Savings/GIRO Account is a joint account, only ONE (1) card will be issued by the Bank based on the authorized signatory and agreed by the accountholder.
- 3.9 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 or partnership. The card can only be held or used by the registered owner of the sole proprietorship or the authorized person of the company to supervise the account of the company.
- 3.10 The cardholder will be provided with a temporary PIN upon submission of the card and is required to change it to a personal PIN. The PIN is intended to make transactions at ATM/CDM. 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.
- 3.11 However, the Bank reserves the right to approve or reject the card application received where the Bank shall, upon query made by the Customer, provide reasonable explanation as to the reason for such rejection.

4. APPLICABLE TO AGRO FARAH-/ONLY

4.1 Number of Account

- 4.1.1 Each Customer is allowed to open only one (1) Main Account. However, there is no restriction for the Customer to open other type of Savings Account and/or GIRO Account.
- 4.1.2 Each Main Account can be linked to multiple Sub Accounts. However, each Sub Account can only be linked to one (1) Main Account.
- 4.1.3 Registration of a Main Account as the Sub Account to another Main Account is not permissible.

4.2 Bonus

- 4.2.1 Customer is entitled to Bonus if there is at least one (1) Sub Account linked with the Main Account.
- 4.2.2 Bonus applies *Hibah Mu'allaqah* (Conditional Grants) *Shariah* contract. The Main

Account Holder must comply with the terms and conditions specified and be eligible for the additional Bonus in accordance with the following calculation formula: -

Bonus Calculation Formula

$$\text{Bonus} = (\text{Total Profit}/\text{Hibah credited to Sub Account}) \times \text{Fifty Per Centum (50\%)}$$

The illustration of Bonus payment is as below:

ACCOUNT CATEGORY	ACCOUNT HOLDER	MONTHLY BALANCE	PROFIT RATE (p.a.)*	MONTHLY PROFIT	BONUS CREDITED TO MAIN ACCOUNT**
Main	Women/Mother	RM5,000.00	0.24%	RM 1.02	
Sub	Husband	RM4,000.00	0.17%	RM 0.58	RM 0.29
Sub	Child 1	RM1,500.00	0.40%	RM 0.51	RM 0.25
Sub	Child 2	RM1,500.00	0.40%	RM 0.51	RM 0.25
Sub	Child 3	RM1,000.00	0.40%	RM 0.34	RM 0.17
Sub	Child 4	RM1,000.00	0.40%	RM 0.34	RM 0.17
Sub	Child 5	RM1,000.00	0.40%	RM 0.34	RM 0.17
TOTAL BONUS CREDITED TO MAIN ACCOUNT					RM1.30

NOTE:

* Profit Rates shown above are for simulation purposes only and do not construe the actual Effective Profit Rate for the respective Savings Account and/or GIRO Account. For the avoidance of doubt, only Main Account (Women/Mother) will be using Agro Farah-i while Sub Accounts (Husband and Child) will be using other Savings Account.

** An additional fifty per centum (50%) based on the Profit credited into the Sub Account will be credited into the Main Account as a Bonus payment.

- 4.2.3 Bonus (if any) will be credited into the Main Account on the first (1st) day of the following month.
- 4.2.4 Bonus will not be credited into the Main Account if the link with the Sub Account is terminated and/or if the Sub Account is closed before the Profit is paid on a full month basis.
- 4.2.5 The Customer shall ensure that the Main Account and Sub Account(s) are active, not categorized as dormant [i.e. no transaction is conducted for a period of twelve (12) months or more] or frozen by the Bank for certain reasons.
- 4.2.6 Bonus payment is at the Bank's discretion, and it is not an obligation for the Bank to make Bonus payment to the Main Account holder.

5. OPERATION OF ACCOUNT

- 5.1 For Savings/GIRO Account, the Customer may withdraw or deposit money over the ATM/CDM or Over-the-Counter (OTC) at any time, subject to the Bank's operating hours.
- 5.2 The Customer who wishes to make withdrawal at counter shall present personally to the Bank together with proof of identity and passbook or certificate or statement of account (if applicable). For individual account, withdrawal by a third party is not allowed. However, an exception is given to non-individual account where withdrawal over the counter could be performed by a representative appointed by the authorized signatory(ies) of the said entity, subject to this Terms and Conditions.
- 5.3 For Savings/GIRO Account, the minimum amount for deposit or withdrawal through ATM and CDM is subject to available denominations while for Over-The-Counter (OTC) transaction is Ringgit Malaysia One only (RM1.00) 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
1.	AgroBSA- <i>i</i>	RM20.00
2.	AgroPerdana- <i>i</i> (Statement)	RM100.00
3.	AgroPerdana- <i>i</i> (Passbook – Citizen)	RM 10.00
4.	AgroPerdana- <i>i</i> (Passbook – Non-Citizen)	RM 50.00
5.	AgroPerdana- <i>i</i> PLUS (Non-Individual)	RM100.00
6.	AgroPerdana- <i>i</i> PLUS (Government Agency/Collection Account)	RM0.00
7.	AgroTani- <i>i</i>	RM10.00
8.	AgroTani- <i>i</i> PLUS (Citizen)	RM10.00
9.	AgroTani- <i>i</i> PLUS (Non-Citizen)	RM20.00
10.	AgroMuda- <i>i</i>	RM10.00
11.	AgroMuda- <i>i</i> PLUS (Citizen)	RM10.00
12.	AgroMuda- <i>i</i> PLUS (Non-Citizen)	RM20.00
13.	Agro Farah- <i>i</i> (Citizen)	RM10.00
14.	Agro Farah- <i>i</i> (Non-Citizen)	RM20.00

- 5.4 For the usage of Agro 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.
- 5.5 For AgroPerdana-*i* Account opened by government departments/government agencies/collection agents, the balance of Ringgit Malaysia Zero (RM0.00) is allowed.
- 5.6 Interbranch withdrawal can be made by the Customer himself/herself at any of the Bank's branches throughout Malaysia by providing a valid Identification Document (ID) and passbook (if applicable), subject to this Terms and Conditions.

- 5.7 No limits on the amount for withdrawal by cheque between the branches and subject to a cash balance account at the respective branches.
- 5.8 Notwithstanding clause 5.5 above, account will be closed when the Customer withdraws the entire balance in the account.
- 5.9 The Bank is entitled to close any of the Customer's account for any reasonable reason by giving prior notice in writing.
- 5.10 A service charge of Ringgit Malaysia Ten only (RM10.00) will be imposed against the Savings/GIRO Account which is closed less than three (3) months from the date it was opened.
- 5.11 Savings/GIRO 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.
- 5.12 The process of opening, operation and closure of Deposit Account is subject to this Terms and Conditions.

6. USE OF AGRO DEBIT CARD-/

- 6.1 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 bound by this Terms and Conditions set forth herein (as may be amended by the Bank from time to time by giving a twenty-one (21) calendar days' notice to the Customer).
- 6.2 The cardholder may use the card only for purchases and payments at the selected retailers which are Shariah compliant only. The cardholder acknowledges and agrees 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 by giving reasonable notice to the Customer.
- 6.3 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.
- 6.4 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 times.
- 6.5 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 reserves the right to not proceed with the execution of such transactions 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 similar reasons to that effect.

- 6.6 Processing of transactions which are made using debit cards will be determined by the retailer.
- 6.7 Agro Debit Card-*i* cannot be used for any activities which in violation of the law. The Bank reserves the right to terminate the card of Agro Debit Card-*i* if the cardholder is found using the card for illegal activities.

7. USE OF AGRO DEBIT CARD-/FOR OVERSEAS TRANSACTIONS

- 7.1 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 (RM) 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.
- 7.2 For where applicable, the cardholder shall authorize the Bank to take the necessary measures to comply with the Foreign Exchange Policy Notices issued by BNM in respect of any overseas transactions.
- 7.3 Cardholder must also inform the Bank of his/her intention to stay outside Malaysia for more than thirty (30) days.

8. REFUND AFTER AGRO DEBIT CARD-/TRANSACTIONS

- 8.1 The Bank shall not be liable for any act or omission by any retailer or online howsoever caused, including 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 payment made by the Bank from the cardholder's account in the respective claim or dispute issued.
- 8.2 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)** business 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
- 8.3 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 his/her own risk and will bear all risks associated with, or arising from use of the card.

9. DISCRETIONARY OF THE BANK FOR AGRO DEBIT CARD- /

- 9.1 The Bank reserves the right, at any time by giving a prior notice and if required, reasons to reject any proposed Card Transaction notwithstanding the Account balance allows Card Transactions submitted by cardholders.
- 9.2 The Bank reserves the right to the following, subject to valid reason being provided: -
- 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 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.

10. EXCLUSION OF LIABILITY FOR USE OF AGRO DEBIT CARD- /

- 10.1 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 counterclaim made against the Bank.
- 10.2 The Bank shall not be held liable for any 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 where the card is not accepted for any reason by any retailer, person or body, rejection of the card by any ATM/ CDM, 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.
- 10.3 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 any situation outside the control of the Bank, its employees or its agents.
- 10.4 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.
- 10.5 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.
- 10.6 The cardholder shall not assign his/her rights under this Terms and Conditions.

11. HIBAH, PROFIT, IBRA' (REBATE) AND HAMISH JIDDIYYAH**11.1 QARD-BASED PRODUCTS (SAVINGS/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 period as determined by the Bank. *Hibah* (if any) will be calculated on a daily basis or in any manner which the Bank considers reasonable.

11.2 TAWARRUQ-BASED PRODUCTS**11.2.1 Term Deposit**

- a. Payment of profit by the Bank to the Customer will be made on monthly, semi-annually, annually or any other period as determined by the Bank based on the agreed profit rate by both contracting parties under the respective products or campaigns and the following formula shall apply:

Calculation of the Profit

$$\text{Profit} = P \times R \times T / 365 \text{ or } 366$$

Where;

P = Principal Amount in Ringgit Malaysia (RM)

R = Profit Rate (%) predetermined upon placement or renewal of account

T = Tenure in days from the Effective Date of Deposit until the Maturity Date

Calculation of the Bank's Purchase Price

$$\text{Bank's Purchase Price} = \text{Principal Amount} + \text{Profit}$$

- b. The Customer shall grant *ibra'* (rebate) to the Bank in the event of the following events occur:-

New Account

- (i) Premature withdrawal of the Term Deposit account is made by the Customer within three (3) months and below from the date of placement where the Bank will not pay any profit and the Customer will bear the Brokerage Fee at zero point zero five per centum (0.05%) on the total deposit or Ringgit Malaysia Fifty (RM50.00) only; whichever is lower and such Brokerage Fee is subject to Sales Tax and Services Tax (SST) (if any).

$$\text{Ibra' (Rebate)} = \text{Bank's Purchase Price} - (P \times R \times T / 365 \text{ or } 366) - \text{BF}$$

Where;

P = Principal Amount in Ringgit Malaysia (RM)

R = Profit Rate (%) predetermined upon placement or renewal of account

T = Tenure in days from the Effective Date of Deposit until the Termination Date

BF = Brokerage Fee

- (ii) Premature withdrawal of the Term Deposit account is made by the Customer after a period of three (3) months from the date of placement but before its Maturity Date where the Bank will not pay any profit and the Customer will not bear the payment of the Brokerage Fee.

$$Ibra'(\text{Rebate}) = \text{Bank's Purchase Price} - (P \times R \times T / 365 \text{ or } 366)$$

Where;

P = Principal Amount in Ringgit Malaysia (RM)

R = Profit Rate (%) predetermined upon placement or renewal of account

T = Tenure in days from the Effective Date of Deposit until the Termination Date

- (iii) However, if the Customer who takes an upfront security deposit, the said Customer only receives this amount:-

$$Ibra'(\text{Rebate}) = \text{Principle Amount}$$

Where;

P = Principal Amount in Ringgit Malaysia (RM).

Renewed Account:

- (i) Premature withdrawal where the Bank will not pay any profit and the Customer will not bear the payment of the Brokerage Fee.

$$Ibra'(\text{Rebate}) = \text{Bank's Purchase Price} - (P \times R \times T / 365 \text{ or } 366)$$

Where;

P = Principal Amount in Ringgit Malaysia (RM)

R = Profit Rate (%) predetermined upon placement or renewal of account

T = Tenure in days from the Effective Date of Deposit until the Termination Date

- c. 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 from the principal amount.

- d. 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.
- e. 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.
- f. 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.

11.2.2 Savings/GIRO Account

- a. Payment of profit is calculated on daily basis according to the Effective Profit Rate (EPR) as determined by the Bank from time to time. Total accrued profits will be credited into the Savings/GIRO Accounts of the Customer at the end of each month or within the time frame determined by the Bank. The following formula applies:

Calculation of the Daily Profit

$$\text{Daily Profit} = \text{DEB} \times \text{EPR} / 365 \text{ or } 366$$

Where;

DEB = Daily End Balances in Ringgit Malaysia (RM)

EPR = Effective Profit Rate (%) for respective products or campaigns
/ Main Account for Agro Farah-i

- b. The structure of EPR are based on respective products or campaigns and it shall be determined by the Bank from time to time based on the following:-
 - i. Single Flat Rate;
 - ii. Tier Rate based on a Single Flat Rate based on the total deposit amount;
 - iii. Split Rate based on the different EPR for each account balance within the specified range.
- c. The Daily Profit Computation is subject to the minimum balance requirement in the account and the setting on the Bank's system.
- d. The Ceiling Profit will be computed based on the Ceiling Profit Rate (CPR) during the *Tawarruq* transaction as per the following formula:

Calculation of the Ceiling Profit:

- (i) For New Deposit Placement (New and existing account)

$$\text{Ceiling Profit} = \text{DND} \times \text{CPR} \times T / 365 \text{ or } 366$$

Where;

DND = Daily Net Deposit in Ringgit Malaysia (RM)

CPR = Ceiling Profit Rate (%) for each Product or Campaign / Main Account for Agro Farah-i

T = Number of remaining days until *Aqad* Period Expiration Date (31 December on every year)

(ii) For *Aqad* Renewal

Ceiling Profit = Prior Year End Total Outstanding Balance x CPR x T/365 or 366

Where;

CPR = Ceiling Profit Rate (%) for each Product or Campaign / Main Account for Agro Farah-i

T = Number of remaining days until *Aqad* Period Expiration Date (31 December on every year)

e. The Bank's Purchase Price shall be computed based on the following formula:

Calculation of Bank's Purchase Price:

(i) For New Deposit Placement (New and existing account)

Bank's Purchase Price = DND + (DND x CPR x T/ 365 or 366)

Where;

DND = Daily Net Deposit in Ringgit Malaysia (RM)

CPR = Ceiling Profit Rate (%) for each Product or Campaign / Main Account for Agro Farah-i

T = Number days from the Effective Date of Deposit until *Aqad* Period Expiration Date (31 December on every year)

(ii) For *Aqad* Renewal

Bank's Purchase Price = Prior Year-End Total Outstanding Balance + (Prior Year-End Total Outstanding Balance x CPR x T/ 365 or 366)

Where;

CPR = Ceiling Profit Rate (%) for each Product or Campaign / Main Account for Agro Farah-i

T = Number days from the Effective Date of Deposit until *Aqad* Period Expiration Date (31 December on every year)

f. The Customer shall grant *ibra'* (rebate) to the Bank in the event of the following events occur:

- (i) Withdrawal or transfer of deposits prior to the *Aqad* Period Expiration Date for the current year (31 December of the current year);
- (ii) Closure of accounts is made prior to the *Aqad* Period Expiration Date for the current year;
- (iii) Current CPR for *Aqad* is higher than EPR;
- (iv) Reduction of EPR due to decrement of Overnight Policy Rate (OPR) or whatsoever reason;
- (v) Freeze of Savings/GIRO Account by the Bank;
- (vi) The Savings/GIRO Account balance is less than the required minimum balance.

Calculation of the Rebate (*ibra'*)

Rebate (*ibra'*) = Aggregate Ceiling Profit – Aggregate Actual Profit

- g. In the event of the EPR is greater than the CPR due to changes in OPR or whatsoever reason, any excess amount credited shall be considered as a *Hibah* (Gift) from the Bank.
- h. *Hamish Jiddiyyah* (Security Deposit)
 - (i) The Bank will purchase the Commodity from the Customer after the Bank (as Agent of the Customer) 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 before the *Murabahah* Commodity transaction, on the Profit Crediting Day.
 - (ii) 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.
 - (iii) The *Hamish Jiddiyyah* shall not be utilised by the Customer(s) prior to the Commodity Trading.
 - (iv) If the customer withdraws all or part of the *Hamish Jiddiyyah* or the advance profit payment prior the *Tawarruq* transaction is completed, then the use/withdrawal of the money other than for the purpose of covering the customer's losses in the event that the Bank fails to perform its responsibilities is classified as *Qard tabi'* (incidental *Qard*) and the customer has to settle his loan (*Qard*) with the Bank.

- (v) The customer's loan (*Qard*) can be settled by setting off the *Murabahah* sale price that results after the *Tawarruq* transaction is completed by the Bank.
- (vi) *Hamish Jiddiyyah* is derived based on the following formula:

$$\text{Hamish Jiddiyyah} = \text{DEB} \times \text{EPR} \times \text{T} / 365 \text{ or } 366$$

Where;

- DEB = Daily End Balances in Ringgit Malaysia (RM)
- EPR = Effective Profit Rate (%) for respective products or campaigns / Main Account for Agro Farah-i
- T = Number of days prior to the Commodity Trading that consequently occurs prior to Profit Crediting Day

12. PASSBOOK AND CERTIFICATE

- 12.1 The Customer must ensure Passbook and/or Certificate (where applicable to the respective deposit accounts) is kept safely, and the Customer shall immediately give notice in writing to the Bank of the 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 is available at any of the nearest Bank's branch which has been stamped with any cost and charge relating to Passbook and/or Certificate 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.

13. STATEMENT OF ACCOUNTS

13.1 Savings/GIRO Account

- a. Accountholder are encouraged to activate the AgroNet online banking services for accessing the statement. No service charge shall be imposed on the activation.
- b. Statement issued upon request from the accountholder is subject to a service charge in the amount of Ringgit Malaysia Five only (RM5.00) per request, per account.
- c. The accountholder is required to check every detail in the statement and report immediately to the Bank if there is any error, irregularity, dispute, claim or withdrawal that is not authorized or any detail 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.

14. AUTOMATED TELLER MACHINE (ATM) / DEBIT CARD

- 14.1 Agro Debit Card-i is structured based on the Shariah concept of *Ujrah*. *Ujrah* concept refers to payment of a service fee in exchange for services rendered by the Bank and tax that imposed by Custom. Under this structure, *Ujrah* (fee) will be charged to customer for the applicable debit card services inclusive of annual fee, replacement fee, cash withdrawal fee, payment for goods or services processing fee and other administration fees including any

government tax imposed.

- 14.2 Agro Debit Card-*i* will be issued to all accounts where related upon request by the Customer. A charge of Ringgit Malaysia Ten only (RM10.00) will be imposed on an annual basis for the issuance of Agro Debit Card-*i*.
- 14.3 A charge of Ringgit Malaysia One only (RM1.00) will be imposed for each withdrawal using an ATM / CDM via PayNet network. A charge of Ringgit Malaysia Twelve only (RM12.00) will be imposed to replace the lost Agro Debit Card-*i*.

15. DORMANT ACCOUNT

- 15.1 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.
- 15.2 Notice shall be given by the Bank to the Customer via Short Message System (SMS), e-mail, ordinary or registered post, courier or by hand.
- 15.3 The request for dormant account reactivation for an individual account can only be made by the Customer (the accountholder or authorized signatories). For non-individual account, Customer and authorized signatories may request the reactivation of dormant account by submitting a Letter of Instruction and the Customer shall be required to conduct a deposit or withdrawal transaction at any branch of the Bank via Bank Counter only.
- 15.4 If no activation made by the Customer within seven (7) years or until the balance in the account is zero (0), 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 only (RM10.00) and will be debited from the Customers' Savings/GIRO Accounts.
- 15.5 For dormant account with remaining balance more than Ringgit Malaysia Ten only (RM10.00), 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").

16. UNCLAIMED MONIES

- 16.1 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". The Customer will be given a twenty-one (21) days' notice in advance before the money is sent to the Registrar of Unclaimed Monies.

17. CHANGE OF DETAILS

- 17.1 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 nothing will be affected by the notice of change of particulars which the Bank has no knowledge at the time a change is made.

- 17.2 The Customer shall notify the Bank in writing immediately and in the manner as may be set out by the Bank if there are changes to the signature, change of 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.
- 17.3 The Bank is entitled to refuse to act on any of the Customer's instruction relating to the Customer's account unless and until the Customer has furnished all documents required by the Bank including fresh mandate.

18. JOINT ACCOUNT

- 18.1 The Customer authorizes the Bank to include all amounts received by the Bank via cheques or negotiable instrument payable to one of the joint accountholders 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 accountholders.
- 18.2 All joint accountholders must be present to open the joint account. Where the Bank is instructed and authorized to act on the instructions of any one of the joint accountholders, the account may be operated or closed by any one of the joint accountholders. Where the Bank is authorized to act on the instructions of all of the joint accountholders, the account may only be operated or closed by all of the joint accountholders, as the case may be.
- 18.3 If the Bank shall be in doubt of any instruction given by any one or more of the joint accountholders 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 accountholders before carrying out such instructions without being liable to any of the joint accountholders for doing so.
- 18.4 All joint accountholders 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 accountholders 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.
- 18.5 All joint accountholders 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 accountholders.
- 18.6 The joint accountholders agree that in the event of death, bankruptcy or insanity of any of the joint accountholders, all transaction including activation, withdrawal and closure of joint account will be handled solely by the surviving joint accountholder. Any balance remaining in the credit of the joint account may be paid to the survivor, the non-bankrupt or the non-insane joint accountholder, as the case may be, subject to any statutory compliance (if required) with the relevant legislation prevailing at such time, or any court order subject to the Bank being indemnified by the survivor against any claim that may be made against the Bank as a result of the Bank making such payment.

19. ACCOUNT OF A DECEASED

- 19.1 For all types of accounts other than joint account, an applicant whose criteria are set out under clause 19.2 below may claim on the account of the deceased and/or savings involving the deceased up to Ringgit Malaysia Three Thousand (RM3,000.00) 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 in the form that is acceptable to the Bank and other documents as may be determined by the Bank.
- 19.2 The applicant must be eighteen (18) years old and above and to follow the sequence as follows:
- (i) Trustee
 - (ii) Husband / Wife / Children aged eighteen (18) years and above
 - (iii) Parents / Legal guardians
 - (iv) Siblings / Step-siblings
 - (v) Next-of-kin who can provide evidence that they have a relationship with the deceased
- 19.3 Application above Ringgit Malaysia Three Thousand (RM3,000.00) for accounts other than joint accounts, application may be made by the applicant upon obtaining a Letter of Administration, Distribution Order or order from the Director of Malaysian Department of Insolvency accepted by the Bank (whichever is applicable).
- 19.4 For joint account, application may be made as follows:-
- 19.4.1 Application shall be made by the surviving joint accountholder by submitting the original death certificate and all other necessary document required by the Bank and compliance with applicable laws.
- 19.4.2 Subject to clause 19.4.1 above, for joint account involving solely authorized signatories:
- 19.4.2.1 One of the authorized signatories died
Any money in the joint account shall be deposited with the surviving joint accountholder upon receipt of the application from the surviving joint accountholder
 - 19.4.2.2 Two or more of the authorized signatories died
Any money in the joint account shall be deposited with the surviving joint accountholder upon receipt of the application from the surviving joint accountholder.
 - 19.4.2.3 One of the authorized signatories died and the surviving joint accountholder 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.

- 19.4.2.4 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 accountholder who first makes an application by submitting the Order.
- 19.4.3 Subject to clause 19.4.1 above, for joint account involving two (2) or more authorized signatories:
 - 19.4.3.1 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 accountholder together with the written consent from all other authorized signatories and Letter of Administration to enable the account to be reactivated.
 - 19.4.3.2 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 accountholder together with the written consent from all other authorized signatories and Letter of Administration to enable the account to be reactivated.
 - 19.4.3.3 One of the authorized signatories died and the surviving joint accountholder is a minor
The Bank may freeze any money in the joint account until the Bank receives the Letter of Administration (LA Order) from executor or administrator of the state of the deceased. The Bank shall deliver the money in the account as stated in the LA 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.
 - 19.4.3.4 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 state of the deceased joint accountholder 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.
- 19.4.4 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.
- 19.5 If the application involves a trustee account in which the minor has reached the age of eighteen (18), the minor can make the closure of the account, regardless of the account balance after the Bank received confirmation of the death of the trustee.
- 19.6 Withdrawal of the account of the deceased and/or involving the deceased is subject to the Bank's Terms and Conditions from time to time.

20. FREEZE OR CLOSURE OF ACCOUNT AND/OR TERMINATION OF SERVICE OF AGRO DEBIT CARD-/AND INTERNET BANKING FACILITY

20.1 The Bank shall at any time be entitled to, and with or without any prior notice to the Customer, to the extent permitted by law, carry out the freezing of account and/or terminating debit card and internet banking services, among others, refrain from effecting or carrying out any transactions, including 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 the Customer's Deposit 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, acts, regulations and/or enactments or directions of a regulatory or enforcement authority and this Terms and Conditions;
- b. In the event of death of the accountholder, where the accountholder 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/her account is in doubt;
- f. Upon the Bank being suspicious of any fraudulent activities concerning the Deposit Account and the Bank in its 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 the 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 action on freezing the Deposit Account shall be in its opinion based on its own internal investigations or information

made available to it by the Police and/or Authorities.

- i. In the event that suspicious activity(ies) are identified during the course of internal reviews conducted by the Bank.
- 20.2 To the extent permitted by law, the Bank reserves the right to close the Customer's Deposit Account immediately based on the following circumstances:
- a. in accordance with the requirements under the law, court order, acts, regulations and/or enactments or directions by the Authorities;
 - b. in accordance with terms of this Terms and Conditions;
 - c. if the Customer has breached any of the Terms and Conditions stated herein;
 - d. upon the Bank being instructed by the official assignee, a liquidator or receiver and manager to do so; and/or
 - e. if the Bank in its reasonable opinion that maintain the Customer's Deposit Account is against the Bank's policy.
- 20.3 For Agro Debit Card-i, 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.
- 20.4 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.
- 20.5 In freezing or closing the Customer's Deposit Account pursuant to clause 20.1 and 20.2 above, the Bank: -
- (a) will exercise reasonable discretion whether or not to provide the Customer with notice of such freezing or closure of account;
 - (b) may but is not obligated to disclose the reason for such freezing or closure of account, unless it is required by the law.
- 20.6 The Customer agrees to comply with all the Bank's requirements and procedures for account closure including paying any service charges (if any) imposed by the Bank for such closure.
- 20.7 The Bank will, where reasonably practicable and permitted by law or regulation, notify the Customer in writing of the freezing or closure of their account and state the reasons thereof.
- 20.8 The Bank shall provide the Customer with information on the expected duration of the freeze, where applicable.

21. EXTERNAL ACCOUNT

- 21.1 The Bank may facilitate payment, receipt or transfer from or into an External Account for any purpose up to:
- a. RM10,000 per transaction; OR
 - b. Any amount of:-
 - (i) Cash withdrawal over-the-counter;
 - (ii) Transfer between External Accounts of the same account holder; or
 - (iii) Transfer of Ringgit between External Accounts of NRFLs which are members of the China Foreign Exchange Trade System ("CFETS") for settlement of the buying, selling or exchanging of Ringgit against Renminbi undertaken on CFETS for settlement of international trade in goods or services with a Resident; or
 - c. Any amount for External Account (Exempted Group) of:
 - (i) A consulate, high commission or embassy;
 - (ii) An Individual who participates in the Malaysia My Second Home Programme; or
 - (iii) An individual who is working or studying in Malaysia including the Individual's spouse, child or parent who is staying in Malaysia.

22. GOVERNING LAW

- 22.1 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).

23. DISPUTE RESOLUTION

- 23.1 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.
- 23.2 If the parties cannot reach mutual agreement within thirty (30) days after notice from the other party, the dispute may be settled by arbitration or by referring to the courts of competent jurisdiction. The arbitrator or court's decision is final and binding on the parties.

24. LIMITATION OF LIABILITY

- 24.1 The Customer shall fully indemnify the Bank against any damage, loss or cost 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.
- 24.2 Save where expressly provided otherwise in this Terms and Conditions and to the extent permitted under the laws and regulations (which includes any guidelines, circulars or rules issued by relevant authorities), the Customer agrees that in no event will the Bank be liable for any lost profits, loss of business, loss of use, loss of goodwill, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by the Customer by reason of any delay in performance or no-performance or breach of any obligations of the Bank.

- 24.3 The Customer agrees that the Bank shall not be responsible for any loss, damage, injury, inconvenience or embarrassment suffered by the Customer arising from any delay or failure in the performance of the Bank's obligation herein, where such delay or failure is due to events beyond the reasonable control of the Bank, including but not limited to computer, electronic, electrical system failure malfunction or breakdown or the interruption, non-supply background or failure in supply of electricity or power for any length of time. For the avoidance of doubt, the Bank shall remain liable for any loss or damage arising from its own negligence, error, omission or misconduct.

25. FEES AND CHARGES

- 25.1 Charges imposed are based on the Bank's current charge rate and subject to SST (if any) or any other tax as prescribed by the relevant Minister (please refer to the Agrobank's website at www.agrobank.com.my (link to Fees and Charges). The Bank shall comply with all the regulations and decisions issued by BNM.
- 25.2 For the use of the AgroDebit Card-*i*, 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.
- 25.3 The Customer agrees that the Bank reserves the right to change the fees and charges related to the Deposit Account and Agro Debit Card-*i* by giving twenty one (21) days of such notice or communication about these changes or any communication regarding changes can be delivered personally or by ordinary post 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).

26. BANK'S RIGHT TO SET-OFF

- 26.1 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 upon giving the Customer seven (7) days prior written 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.

27. FORCE MAJEURE

27.1 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, pandemic, 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.

28. PERSONAL DATA PROTECTION ACT 2010 (ACT 709) ("PDPA")

28.1 In the course of the Customer dealing with the Bank, the Bank may request the Customer to provide its personal data where applicable, its employees, agents, directors, contact persons, shareholders, representatives, authorized person and shareholdings details of the shareholders as disclosed by the Customer prior to or during the course of performance of the opening of the Deposit Account for the performance of contract, marketing, legitimate business activity, administration and economic efficiency purposes.

The Customer hereby warrants to the Bank that the Customer has obtained the consent or where applicable, shall obtain the consent from the Customer's employees, agents, directors, contact person, shareholders, representatives and authorized persons in relation to the disclosure and processing of their personal data for the aforesaid purposes.

28.2 The Customer consents to and authorizes the Bank to process (as defined under the PDPA) including to transfer the Customer's personal data to other external parties in Malaysia and in other countries, including the parties or bodies listed under clause 29 for the maintenance, storage and retention of the Customer's personal data, within or outside Malaysia, with regards to the Customer's application for products and services and subsequently to continue performing the contractual agreements entered between the Customer and the Bank.

Notwithstanding the above, the Customer may at any time withdraw or revoke the consent in writing in accordance with the Notice clause, unless such disclosure is necessary for the Bank to comply with any legal or contractual requirements.

28.3 The Customer consents that the Bank, its employees, its representatives and/or its agents to contact the Customer from time to time through personal visits or oral communication effected via any means of communication including telephone calls regarding any products or services promotion unless objected to in writing by the Customer.

28.4 The Customer confirms that all personal information and data set forth in this Terms and Conditions is/are all true, up to date and accurate and should there be any changes to any personal information or data set forth in this Terms and Conditions, the Customer shall promptly notify the Bank in writing.

- 28.5 The Customer acknowledges that the Customer has read the terms of the Personal Data Protection Policy (PDP Policy) which is accessible on the Bank's website at www.agrobank.com.my and if necessary, the Customer has sought appropriate assistance and clarification from the Bank prior to the Customer's acceptance of this transaction. The Customer agrees to abide by the terms of the PDP Policy and any amendments or variations made to the PDP Policy.

29. DISCLOSURE OF CUSTOMER INFORMATION

- 29.1 The Customer consents and agrees for the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance with the DFIA and PDPA.
- 29.2 The Customer consents and agrees to the Bank conducting credit checks and verification of information given by the Customer in this 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. Pursuant to this Paragraph, the Customer authorizes CTOS or any other credit bureaus to disclose any information and/or data relating to the Customer as may deem necessary to the Bank for the abovementioned purpose.
- 29.3 The Customer consent to the Bank's disclosure of his/her personal affairs or account of the Customer to other entities including its branches in Malaysia and parties/bodies listed in clause 29.3 below provided that the Customer's personal affairs or account and in respect of personal data or information which the Customer has informed the Bank to be confidential, the person receiving such information from the Bank may be required to undertake to maintain the confidentiality of personal data and information received:-
- (i) within the Bank, on a need-to know basis, including the Bank's employees;
 - (ii) to the Central Credit Unit, BNM, Inland Revenue Board ("IRB") including as required under Section 81 of the Income Tax Act 1967 ("ITA") for the purpose of facilitating the exchange of information and pursuant a taxation arrangements or agreements having effect under Section 132, 132A or 132B of ITA;
 - (iii) to any of the Bank's banking products and services strategic partners who are under the duty of confidentiality with the Bank;
 - (iv) to any relevant government or regulatory authorities or such other relevant governmental or quasi-governmental bodies in Malaysia having jurisdiction over either Party or over the Facility (if necessary);
 - (v) to any relevant government or regulatory authorities or such other relevant governmental or quasi-governmental bodies in Malaysia under any written law for the purpose of investigation of an offence under any written law;
 - (vi) to any party providing services (including the financiers in relation to the services) or other professional advisers of the Bank (including outsourcing vendors, debt

- collection agents, auditors, solicitors, agents, consultants);
- (vii) to the Security Party(ies);
 - (viii) to any takaful operator approved by the Bank or other takaful companies (if required) in the event that any application for any takaful coverage is submitted by the Customer to the takaful operator approved by the Bank or other takaful companies;
 - (ix) for or in connection with any legal action, suit or proceedings relating to the Deposit Account, Facility or security;
 - (x) to any third party, if required by any law, regulation or by-law;
 - (xi) to any party pursuant to any arrangement, composition, restructuring or any proposed arrangement, composition or restructuring between the creditors of the Customer;
 - (xii) pursuant to any other legal provisions and subpoena.

The disclosure of such documents, records and/or information is only made by the Bank to the relevant party for the relevant purpose on confidentiality basis.

29.4 The Customer acknowledges and agrees that the permission given under this paragraph is for the purposes of Section 120 of DFIA (and any further variation, modification, substitution and amendment thereto).

29.5 The Customer acknowledges that the Customer has read the terms of the Personal Data Protection Policy (PDP Policy) which is accessible at the Bank's website at www.agrobank.com.my.

Notwithstanding the above, the Customer may at any time withdraw or revoke the consent in writing in accordance with the Notice clause unless such disclosure is necessary for the Bank to comply with any legal or contractual requirements.

30. ONLINE ACCOUNT OPENING (if applicable)

Service Features

- 30.1 The online account opening service is offered to Agrobank new and existing customers who wish to apply for online account opening through the Bank's website at www.agrobank.com.my.
- 30.2 The online account opening service is made available on the Bank's website. 24 hours, every day unless specified otherwise EXCEPT in certain circumstances including but not limited to any routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances which is beyond the Bank's control.
- 30.3 The online account opening service is open to all INDIVIDUAL MALAYSIAN CITIZEN ONLY aged 18 YEARS AND ABOVE holding a valid Malaysian Identification (ID) i.e. MyKAD ONLY.

- 30.4 NON-CITIZEN/NON-RESIDENT/PERMANENT RESIDENT HOLDING PASSPORT, MyPR, MyKAS or other than MyKAD is NOT ALLOWED to apply through ONLINE ACCOUNT OPENING PLATFORM.
- 30.5 ONLY INDIVIDUAL ACCOUNT WILL BE OFFERED. CHILDREN, JOINT, TRUSTEE AND NON-INDIVIDUAL ACCOUNT WILL NOT BE OFFERED VIA ONLINE ACCOUNT OPENING.
- 30.6 The available type of accounts offered are as follows:

Type of account (Statement)	Initial Deposit Amount	Minimum Balance
<u>Saving / Giro</u>		
i. AgroTani- <i>i</i> PLUS	RM50 minimum – RM200 maximum	RM10
ii. AgroPerdana- <i>i</i>	RM100 minimum – RM200 maximum	RM100
Term Deposit – AgroPrimaS	RM500 minimum – RM1,000 maximum	RM500

- 30.7 The Customer may also join Sahabat Agro membership during the online account opening application. The details on the above type of products are made available Bank's website at www.agrobank.com.my and the Customer is required to read and understand the respective terms and conditions and product disclosure sheet for the relevant products before applying for any product offered by the Bank.

Right to Decline

- 30.8 The Bank hereby reserves the right at its discretion to reject and/or decline to process any application made by the Customer for online account opening and/or not to accept any deposit of money deposited by the Customer in the event that the Customer does not meet any or all of the Bank requirement for account opening process.

Payment of Initial Deposit

- 30.9 The Customer is required to make the payment of initial deposit online with a minimum amount as stated in clause 30.6 via DuitNow Online Banking/Wallets (DOBW) platform linked to the Online Account Opening Form ("OAOF").
- 30.10 Upon the online banking transfer is successful, the Customer would be notified via SMS notification that the Bank has received the initial deposit payment and the Customer will be informed to visit the Bank's nearest branch as selected by the Customer within seven (7) business days for completion of account opening process.
- 30.11 The initial deposit will remain in the Bank's specific general ledger account and will be transferred to the Customer's account upon the Customer visit the Bank's nearest branch as selected by the Customer for Completion of account verification, creation and activation.
- 30.12 For the purpose of initial deposit deposited during online account opening, the Entry Date

shall refer to the date on which the Customer visit any of the Bank's nearest branch as selected by the Customer for completion of account verification, creation and activation.

Hibah/Profit payment

- 30.13 No profit will be paid for the initial deposit which is deposited during online account opening application. The *hibah*/profit calculation (if any) shall only be calculated from the date an account is created and activated at the Bank's selected branch.

Customer Visit Branch for Activation Process (Account and Creation)

- 30.14 *Aqad* on opening of deposit account will only be perfected when the Customer visit the Bank's selected branch for completion of account verification, creation and activation within seven (7) business days from being notified via SMS/e-mail.
- 30.15 The Bank has the right not to establish or operate the requested account(s) unless and until the Bank:-
- has performed ID verification against the Customer and conduct background checking on the Customer and is satisfied with the result of the same;
 - received the required supporting documents for the account, a list of which has been provided to the Customer and is included with the OAOF; or
 - is satisfied that the information received from the Customer in relation to the account opening are deemed to be true and accurate; and/or
 - is satisfied that the Customer has fulfilled any other additional requirement as required by the Bank.
- 30.16 The process for ID authentication will require the Customer to provide a valid ID document (Mykad) of which the Bank will use for verification process.
- 30.17 All transactions carried out at the Bank shall be subject to such proof of identification that the Bank may at its absolute discretion require and shall be verified in such manner and method and by such other means that the Bank may deem fit and adopt from time to time including but not limited to identification by way of thumbprint verification manually, electronically and/ or digitally or by such other means or manner by Bank may deem fit.
- 30.18 The Customer may be required to provide any other additional supporting documents for the purpose of ID verification process and the Customer is required to provide the requested documents within seven (7) business days prior to the completion of account verification, creation and activation, failing which, the Customer's online account application will be automatically cancelled by the system.
- 30.19 No extension shall be granted after the expiry of the seven (7) days period given for the Customer to be present at the Bank's selected branch for completion of account opening process.

Automatic Refund of Initial Deposit

30.20 The Bank shall refund the Customer's initial deposit into the Customer's designated account number which is provided by the Customer during account opening registration within eight (8) business days should any of the following events occurred:

- a) Failure by the Customer to visit the Bank's nearest branch as selected by the Customer for completion of account, verification, creation and activation within seven (7) business days from being notified;
- b) If the Bank discovers that the information provided by the Customer during application are in contradiction with the information in the valid ID document;

Under the state circumstances, the application for account opening by the Customer will automatically be cancelled and the initial deposit will be refunded to the Customer's designated (subject to a service fee charge of RM0.10 being deducted from the initial deposit amount) via Interbank Giro (IBG) on the 8th day by 5.00p.m./ 11.00p.m. respectively, or next business day if the 8th day falls on weekend/ public holiday.

Manual Refund of Initial Deposit

30.21 Should the automatic refund fails due to any circumstances, SMS will be sent to the Customer to the Customer to visit the Bank's nearest branch for manual refund purposes.

30.22 The Customer is required to bring along his/her valid ID verification and Passbook/ Account Statement (if any) for the purpose of manual refund.

30.23 The initial deposit will remain in the Bank's specific general ledger account and will be sent to Unclaimed Money (Pendaftar Wang Tak Dituntut) after one (1) year should there is no claim being made by the Customer for the refund amount.

Fees and Charges (Service Charges)

30.24 There are no charges imposed for using the online application. However, if the Customer fails to visit branch within seven (7) Business Days, the initial deposit would be refunded to the Customer account and the Customer is to absorb the following service charge;

- i. RM0.10 is charged as an Interbank Giro (IBG) service fee for any Refund Amount (Automatic/Manual Refund) transaction.

Unsuccessful Application

30.25 The data of unsuccessful application will be deleted within a reasonable time, subject to applicable statutory requirements regarding data retention. The removal of the Customer's personal data from the Bank's system does not require any further specific communication between the Customer and the Bank.

31. ADDITIONAL PROVISIONS

- 31.1 The Terms and Conditions herein are non-exhaustive. The Bank reserves the right to add, modify and delete any of the provisions in this Terms and Conditions. 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 displaying it at the Bank and at any of its branches and/or advertised by other mode which the Bank deems fit 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.
- 31.2 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.
- 31.3 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.
- 31.4 For further information and any inquiries, please visit any nearby Agrobank branches or kindly contact us at:
- i. Agrobank Contact Centre at 1-300-88-2476
 - ii. Visit Agrobank's corporate website at www.agrobank.com.my.

-THE END-