

TERMS AND CONDITIONS

AgroGold Account-i (“AGA-i”)

These terms and conditions (“Terms and Conditions”) as amended from time to time, sets out the terms and conditions governing your AgroGold Account-i with AGROBANK (“the Bank”). By opening and using your AgroGold Account-i, you accept and agree to abide by these Terms and Conditions and any subsequent changes to it. Please read this document carefully.

1. DEFINITIONS

“**Agent**” refers to the appointment of the Bank as an agent to you and the gold supplier.

“**AgroGold Account-i**” or “**AGA-i**” refers to the AgroGold Account-i registered under your name, to perform any gold transactions.

“**AGROBANK or The Bank**” means Bank Pertanian Malaysia Berhad and includes its branches and its successor-in-title and assigns.

“**Agronet**” refers internet banking service made available by the Bank which may be accessed via the internet, mobile devices or any other electronic medium approved by the Bank and subject to the applicable terms and conditions governing their use.

“**Amendment**” refers to any such variations, additions, deletions, modification or amendments which will be binding on you.

“**Anti-Money Laundering Laws**” means all applicable laws and regulations relating to anti-money laundering, anti-terrorism financing and proceeds of unlawful activities including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001.

“**Authorities**” include but is not limited to Bank Negara Malaysia, the Police or any other statutory or regulatory authorities whether local or international.

“**Authorised Signatory**” means the person to whom the mandate/ authorization is given by you or other persons (for joint account holders) to manage and operate AGA-i;

“**BNM**” means Bank Negara Malaysia.

“**Business Day**” refers to normal business hours on a calendar day on which Agrobank is operating in Malaysia (excluding public holidays).

“**Buy Transaction Limit**” refers to a maximum buy limit of cumulative 1,000 grams of Gold per day for each AGA-i.

“**Savings Account (SA)**” refers to an active Savings Account opened and maintained by the customer with Agrobank.

“**Customer Buy Price**” denotes the price for the transaction of you purchasing gold from the gold supplier. (Sell transaction from the gold supplier perspective).

“**Customer Sell Price**” denotes the price for the transaction of you selling gold to the gold supplier. (Buy transaction from the gold supplier perspective).

“**Gold Conversion**” refers to the redemption of Physical Minted Gold Bar and/or Physical Cast Gold Bar from your AGA-i.

“**Gold Supplier**” refers to GO CAPITAL GROWTH SDN. BHD (Company Registration No. 880690-K) or a reputable, certified and authorized gold supplier as approved and notified by the Bank from time to time.

“**Initial Purchase**” refers to initial purchase made by you during the account opening of AGA-i.

“**Joint Account**” refers to AGA-i opened in the several names that comprises of not more than five (5) persons in total.

“**Minor**” means individual below 18 years old.

“**Off-Peak Hours**” refers to the transaction hours from 6.00pm to 11.59pm during weekdays and from 8.30am to 11.59pm during weekend and public holidays.

“**PDPA**” refers to the Personal Data Protection Act 2010 and the rules and regulations issued pursuant thereto.

“**Peak Hours**” refers to the transaction hours from 8.30am to 5.59pm during weekdays.

“**Physical Cast Gold Bar**” means 999.9 purity of physical gold products with weight 1,000 grams per bar produced by refineries. They are in the form of bars and carry simple designs with accreditation by London Bullion Market Associations (LBMA).

“**Physical Minted Gold Bar**” means refined gold wafer that have complex aesthetic design with different weights and sizes, and marked with details such as manufacturer’s name, weight, purity of 999.9, serial number and accredited by London Bullion Market Associations (LBMA).

“**RM**” refers to Ringgit Malaysia.

“**Sell Transaction Limit**” refers to a maximum sell limit of cumulative 1,000 grams of Gold per day for each AGA-i.

“**Storage Provider**” refers to a reputable Security vault service provider as approved by the Bank at its discretion to safe keep the purchased gold and to be notified by the Bank from time to time.

“**Terms & Conditions (T&C)**” means the terms and conditions set out in this document and shall include any amendments, variations and supplements made from time to time by AGROBANK with prior notice and shall apply to all accounts unless specific account type terms to the contrary apply.

“**You**” or “**your**” refers to the account holder(s) named in the AGA-i, including that person’s successors in title and permitted assignees.

2. APPLICABLE SHARIAH CONTRACT

2.1 You acknowledge that the applicable Shariah contracts shall be as follows:

- a) **Wakalah**: refers to a contract in which a party, as principal (*muwakkil*) authorises another party as his agent (*wakil*) to perform a particular task in matters that may be delegated, with or without imposition of a fee. The scope of Wakalah is as per Clause 3.
- b) **Bai’ Sarf**: refers to a contract for the exchange of money for money, whether of the same or different types. Money, in this context, can be in the form of currency, gold, silver, or other forms recognized by

Shariah. The contracting parties may appoint an agent to carry out the exchange and manage the possession or delivery of the currency on their behalf. The bank, acting as your agent, facilitates the buying or selling of gold on your behalf from or to the gold supplier.

- c) **Wadi'ah:** refers to an asset is placed with another party for safekeeping. The bank is appointed as your agent to facilitate the safekeeping of your gold through the service provided by a Storage Provider.
- d) **Hibah:** refers to transfer of ownership of an asset. You may receive gold as a hibah from the bank, without any obligation to pay. Furthermore, you have the option to give your gold as hibah to another AGA-i account holder.
- e) **Mubadalah Zahab bi Zahab Ma'al Ujrah:** refers to the shariah concept used for the Conversion Charge. Gold Conversion is done by exchanging the ownership of grams (based on *Musya'*) in gold bars for other physical gold that has been allocated, molded and packaged to be delivered to the customer.

3. SCOPE OF AGENCY (WAKALAH)

- 3.1 *Wakalah* refers to a contract in which a party, as principal (*muwakkil*) authorises another party as his agent (*wakil*) to perform a particular task in matters that may be delegated, with or without imposition of a fee.
- 3.2 *Wakalah* is the Shariah concept applicable for AGA-i in relation to the following role: -
 - a) Appointment of the Bank as your agent, where the Bank is responsible for managing and operating your AGA-i which includes but not limited to facilitating the buy and sell gold transaction, Gold Conversion, Transfer of Gold from one accountholder to another, and gold safekeeping on your behalf.
 - b) Appointment of the Bank as an agent for the Gold Supplier, where the Bank is responsible to facilitate the AGA-i transactions such as sell, buy and other necessary task related to AGA-i on behalf of the Gold Supplier.
- 3.3 The Bank's accountability towards you will be limited solely to any negligent act or omission by the Bank in relation to its role as an agent.

4. OPENING OF ACCOUNT

- 4.1 To open AGA-i, you will execute and provide the prescribed form and any other documents as required by the Bank for the AGA-i operation. For application made by company, an instruction letter signed by the applicant's authorized signatories may be requested by the Bank.
- 4.2 AGA-i is eligible to the following: -
 - a) Individual (Malaysian, Resident & Non-Resident)
 - 18 years old and above
 - Joint Account, Trust Account (For below 18 years old, the parent(s) or court appointed guardian will act as trustee)
 - b) Non individual (Registered in Malaysia)
 - Sole Proprietor, Partnership, Private Limited or Limited company, government agencies, association and societies.

- 4.3 By applying to open AGA-i, you confirmed that you have read and understood the PDS related to AGA-i product.
- 4.4 You are required to have Savings Account prior to open AGA-i. The said Savings Account must be maintained to facilitate settlement or payment of gold purchased, sold, conversion, fees charges and/or any transactions related to AGA-i.
- 4.5 Joint account is applicable to AGA-i which consists of several names not exceeding five (5) persons. Both or any one of the Joint Account Holders may be the authorized signatory.
- 4.6 As Joint Account Holders, you understand that all obligations, powers, authorities and liabilities contained in these Terms and Conditions will be binding on the Joint Account Holders, jointly and severally.
- 4.7 The authority conferred on the said Authorized Signatory operating the Joint Account shall include without limitation of the following:
 - a) buy, sell, convert and/or transfer of AGA-i;
 - b) continuation and closure of the Joint Account;
 - c) use of any electronic services from time to time provided by the Bank upon such terms and conditions and payment of all fees, costs or expenses in connection therewith from the Joint Account;
 - d) provision of any written indemnity required by the Bank in respect of operation of the Joint Account or any of the foregoing; and
 - e) generally the authority to apply for, cancel, modify or otherwise do all things in relation to any of the foregoing matter;
- 4.8 Joint Account Holders shall be jointly and severally liable for all transactions arising from the instructions given by the Authorized Signatory in respect of the Joint Account.

5. MINIMUM INITIAL PURCHASE AND SUBSEQUENT PURCHASE

- 5.1 You acknowledge that the Initial Purchase amount will be determined by the Bank from time to time upon giving twenty-one (21) calendar days prior notice.
- 5.2 You agree that after the Initial Purchase, any of your subsequent purchase (as tabulated below) once approved by the Bank will be irrevocable.

Type of Customer	Initial Purchase	Subsequent Purchase
Individual / Joint Account	Minimum of RM 10 or 0.1 gram based on the prevailing Customer Buy price.	Minimum of RM 10 or 0.1 gram based on the prevailing Customer Buy price.
Non-Individual Account	Minimum of RM 100 or 1 gram based on the prevailing Customer Buy price.	Minimum of RM 10 or 0.1 gram based on the prevailing Customer Buy price.

6. CUSTOMER BUY GOLD

- 6.1 As stipulated in the Scope of Agency above, the Bank will facilitate to buy gold transaction from the gold supplier on your behalf in accordance with this terms and conditions.
- 6.2 The Bank will only accept your buy gold transaction via over

the counter on the Business Day for the time being.

6.3 Upon your successful buy transaction, the bank will record in the AGA-i, the following information:

- i. The ownership or Physical Cast Gold Bar serial number
- ii. The quantity of gold bought in grams;
- iii. The price of gold bought in RM equivalent;
- iv. The balance of gold (in grams) at the time of buy gold instruction.

6.4 You acknowledge and agree that you will only be permitted to perform the purchase within the Buy Transaction Limit. The Bank will be entitled to cancel, rescind, reverse or annul any of your purchase(s) made which exceed the Buy Transaction Limit. Transaction above the Buy Transaction Limit is subject to bank's approval.

6.5 You acknowledge and agree that you will only be permitted to perform up to ten (10) buy transaction per day.

6.6 In the event of disruption of technical system, the Bank shall have the right to refuse to affect the purchase instruction.

7. CUSTOMER SELL GOLD

7.1 As stipulated in the Scope of Agency above, the Bank will facilitate to sell your gold to the gold supplier on your behalf in accordance with this terms and conditions.

7.2 You must present the duly completed and executed form or document(s) prescribed by the Bank for the sale of the Gold.

7.3 The Bank will only accept your sale of Gold via over the counter on the Business Day for the time being.

7.4 Upon your successful sale, the bank will record in the AGA-i, the following information:

- i. The quantity of Gold sold in grams;
- ii. The price of Gold sold in RM equivalent;
- iii. The price of Gold sold per gram in RM and
- iv. The balance of Gold (in grams) if any in the AGA-i.

7.5 Should your sale be not successful and/or incomplete, the Bank has the right to earmark, withhold or debit/credit the buy amount from your AGA-i account or Savings Account in such manner that we determine at our reasonable discretion.

7.6 You acknowledge and agree that you will only be permitted to perform the sale within the Sell Transaction Limit. The Bank will be entitled to cancel, rescind, reverse or annul any of your sale made which exceed the Sell Transaction Limit.

7.7 You acknowledge and agree to notify the bank with an advance notice of three (3) business day for sale transaction above the Sale Transaction Limit and subject to bank's approval.

7.8 You acknowledge and agree that you will only be permitted to perform up to ten (10) sale transaction per day.

7.9 The sale instruction will be limited to the actual quantity of Gold in the AGA-i. The Bank reserves the right to refuse the sale instruction in the event of insufficient Gold balance.

7.10 The proceeds of the sale of Gold to in RM will be credited to your Savings Account upon completion of the sale or on the same Business Day.

7.11 You acknowledge and agree to assign and re-assign the Physical Cast Gold Bar serial number for your benefits.

7.12 In the event of disruption of technical system, the Bank shall have the right to refuse to affect the sale instruction.

8. CUSTOMER BUY AND SELL PRICE

8.1 The price of gold for you to **buy** will be the **Customer Buy Price** in RM per gram as quoted by the Bank based on prevailing gold price to you at the time of the transaction.

8.2 The price of gold for you to **sell** will be the **Customer Sell Price** in RM per gram as quoted by the Bank based on prevailing gold price to you at the time of the transaction.

8.3 Gold price depends on the movement in the gold market and differs during **Peak Hour** and **Off-Peak Hour**. The Off-Peak Hour Price is based on International Live Gold Price and Closing Price of USD-MYR.

8.4 You acknowledge that the actual daily Customer Buy Price and Customer Sell Price will be made known to you upon your confirmation to buy and sell the gold.

9. SAFEKEEPING FOR GOLD ACCOUNT

9.1 You appoint the Bank to act as your Agent to identify and arrange to safe keep your gold in the Bank's vault or with a third party, Storage Provider for the gold you bought from the Bank.

9.2 You will not hold the Bank liable for any loss, cost, charge, liability and expense (whether future or contingent) due to the negligence by the Storage Provider.

9.3 The Bank is merely acting as your Agent to facilitate the safekeeping of the gold through the service provided by the Storage Provider. Hence, the Bank's accountability towards you will only be limited to the negligent act or omission by the Bank in relation to the Bank's Agency role herein.

10. GOLD TRANSFER

10.1 You acknowledge and agree that the Bank allows you to transfer the available gold balance in grams from your AGA-i to another AGA-i within the bank.

10.2 You acknowledge and agree any transfer of gold made by you pursuant to this clause will be done in a manner not contrary to the Shariah principles.

10.3 You acknowledge and agree to provide the purpose of the transfer to the bank.

10.4 Upon the Bank's acceptance of your instruction for the gold transfer, the Bank will update your AGA-i accordingly

11. GOLD CONVERSION (PHYSICAL GOLD REDEMPTION)

11.1 You can convert your gold from AGA-i into physical gold i.e. Physical Minted Gold Bar and/or Physical Cast Gold Bar.

11.2 The Bank does not offer reverse conversion from physical gold back to AGA-i. However, you may sell the physical gold elsewhere and buy gold via AGA-i at the prevailing market price.

11.3 Upon the Bank's acceptance of your instruction for the Gold Conversion, the Bank will update your AGA-i accordingly.

11.4 All request for redemption to physical Gold will be arranged and couriered by the Gold Supplier through the Courier Services or special delivery service to your designated address. Hence, you hereby understand and consent to the disclosure of all relevant information that are name of beneficiaries, mailing address and contact number the Gold Supplier.

- 11.5 You agree and give consent to the Bank to debit the applicable fees and charges incurred for Gold conversion as per Clause 14 from your Savings Account.
- 11.6 The Gold Supplier will appoint a registered courier company to deliver the Physical Minted Gold Bar to the beneficiaries that has been provided by you between 3 to 7 Business Day.
- 11.7 If the delivered physical gold is claimed to be fake, and/or defective (including lower gold quality), you shall make a police report and lodge a complaint to the Bank within 3 Business Days from the expected delivery date. For avoidance of doubt, any minor scratches or dark spot on the physical gold does not constitute a material damage.
- 11.8 Gold Supplier shall replace the physical gold to you between 10 to 15 Business Days from the date of receipt of your complaint in writing from the Bank supported by a police report provided by you to the Bank and any other supporting documents as may be required.
- 11.9 If you fail to submit your complaint within the time stipulated, Gold Supplier shall have the right to reject such complaint without assigning any reason whatsoever for such rejection.

12. CLOSURE OF ACCOUNT

- 12.1 If you wish to close your AGA-i, you may do so by selling all the Gold available in the AGA-i based on the Sale of Gold clauses.
- 12.2 You may also close AGA-i by transferring all the Gold available in the AGA-i based on the Gold Transfer clauses.
- 12.3 The Bank reserves the right to close your AGA-i whenever the Bank deems reasonably fit, by giving twenty-one (21) calendar days prior notice. If there is any gold balance in the AGA-i, the Bank will sell the gold in such terms and conditions as the Bank may deem fit. The proceeds of the sale will be credited into the Savings Account of your choice. The Bank will not be responsible for any loss, if any, in the sale of the Gold or for any loss or depreciation in value.
- 12.4 The Bank reserves the right to close the AGA-i if there is no gold balance in AGA-i for consecutive period of 90 days without the necessity to assign any reasons and/or notice to you.

13. INDEMNITY

- 13.1 You hereby agree that you shall hold the Bank from any liability and indemnifies the Bank against any loss, claims, damages, costs and expenses whatsoever brought or claimed by any party and/or incurred and sustained by the Bank as a result of acting on your instruction to buy and sell the gold or in enforcing the terms and conditions herein contained or incurred by the Bank in any legal proceedings of whatever nature unless any losses, expenses, claims, actions, damages or liabilities incurred by you have resulted from the gross negligence, fraud or willful misconduct caused by the Bank.

14. FEES AND CHARGES

- 14.1 You hereby agree to pay the Bank all service or transaction charges related to the AGA-i. These charges will be debited from your Savings Account and/or any other account you maintain with the Bank, without prior notice.
- 14.2 The Bank will notify you in writing of any changes to the

charges applicable to the AGA-i at least twenty-one (21) calendar days prior to the effective date of such changes.

- 14.3 You shall ensure that sufficient funds are maintained in your Savings Account account to enable the Bank to debit the applicable charges.
- 14.4 The Bank is authorized to debit your Savings Account for the Conversion charge or such amount as the Bank may determine from time to time.
- 14.5 Conversion charge is the cost to convert the gold in AGA-i into physical minted gold bar. The cost is determined and imposed by the Gold Supplier appointed by the Bank.

Denomination	Charge (RM)
0.5 grams	33
1 gram	35
5 grams	45
10 grams	85
50 grams	280
100 grams	380
1,000 grams	1,200
1 Dinar (4.25 grams)	65
5 Dinar (21.25 grams)	110

- 14.6 The Bank is authorized to debit your Savings Account for the charges related to Courier Services charge and/ or Special Delivery Service charge, or any other amounts determined by the Bank from time to time, as outlined below:

Courier Service Charges

Particulars	Peninsular Malaysia	East Malaysia (Sabah & Sarawak)
Insurance / Takaful Charges	RM 4 per gram	
Handling Charges	RM 10 per piece	
Shipment Charges	RM 17 per delivery	RM 22 per delivery
Total Grams Per Delivery	Minimum: 1 gram Maximum: 100 grams	

Special Delivery Charges

Particulars	Peninsular Malaysia	Sabah and Sarawak
Service Charges Per Delivery	RM 1,500	RM 2,200
Total Grams Per Delivery	Minimum: 1,000 grams Maximum: 3,000 grams	

- 14.7 The Courier Service charge and /or Special Delivery Services Chargers is imposed by the Gold Supplier.
- 14.8 The Bank is authorized to debit your designated Savings Account for Wakalah fee at up to 1.0% per annum based on the average value of gold balance in the AGA-i. The Wakalah fee may be waived at the Bank's discretion.
- 14.9 If the Bank fails to debit the Wakalah Fee amount due for

a consecutive 3 months from your designated Savings Account, you authorize the Bank to sell the available Gold balance in your AGA-i to settle the amount due and to refund the balance amount in your designated Savings Account, if available.

15. CHANGE IN PARTICULARS

15.1 You shall immediately inform the Bank of any changes of address, contact numbers, authorized signatories (if any) or other particulars by visiting Bank's branches, failing which the Bank is entitled to rely on the last known details in its record.

16. LAW

16.1 These Terms & Conditions shall be subject to, governed by and construed in accordance with the Laws of Malaysia and the rules, regulations and guidelines of BNM and other relevant bodies and authority, in force from time to time.

17. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA

17.1 The Bank may at any time, disclose to any person who may, require such information or access to any documents or records of, or assets or affairs of you. (including your account or future account with the Bank) provided that the person receiving such information from the Bank may be required to undertake to maintain the confidentiality of documents, records or information received.

17.2 You acknowledge and consents for the Bank to disclose any documents or records of, or information about the Security Documents, the Facility, or the assets, or your affairs:

- a) within the Bank, on a need-to know basis, including the Bank's employees, individuals undergoing practical training with the Bank or individuals undergoing internship program with the Bank;
- b) 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, Section 132A or Section 132B of the ITA;
- c) to any of the Bank's banking products and services strategic partners who are under the duty of confidentiality with the Bank;
- d) 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);
- e) 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;
- f) 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);
- g) to the Security Party(ies);
- h) 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 you to any takaful operator approved by the Bank or other takaful companies;

- i) for or in connection with any legal action, suit or proceedings relating to the Facility or the security;
- j) to any third party, if required by any law, regulation or by-law;
- k) to any party pursuant to any arrangement, composition, restructuring or any proposed arrangement, composition or restructuring between your creditors; or
- l) pursuant to any other legal provisions and subpoena.

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

17.4 You acknowledge and agree that the permission given under this clause is for the purposes of Section 120 of the Development Financial Institution Act 2002 (Act 618) (and any further variation, modification, substitution and amendment) and that no further consent from you are required for the purposes of this clause.

17.5 You also acknowledge that you have read the terms of the Personal Data Protection Policy (PDP Policy) which is accessible on the Bank's website at www.agrobank.com.my.

17.6 Notwithstanding the above, you may at any time withdraw or revoke the consent in writing in accordance with Clause

39 (Notice) unless such disclosure is necessary for the Bank to comply with any legal or contractual requirements.

18. PERSONAL DATA PROTECTION ACT 2010 (ACT 709)

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

18.2 You hereby warrant to the Bank that you have obtained the consent or where applicable, shall obtain the consent from your employees, agents, directors, contact persons, shareholders, representatives and authorized persons in relation to the disclosure and processing of their personal data for the aforesaid purposes.

18.3 You consents to and authorizes the Bank to process (as defined under the PDPA) including to transfer the your personal data to other external parties in Malaysia and in other countries, including the parties or bodies listed under Clause 22 above for the maintenance, storage and retention of your personal data, within or outside Malaysia, with regards to your application for products and services and subsequently to continue performing the contractual agreements entered between you and the Bank.

18.4 Notwithstanding the above, you may at any time withdraw or revoke the consent in writing in accordance with Clause 39 (Notice), unless such disclosure is necessary for the Bank to comply with any legal or contractual requirements.

18.5 You consent that the Bank, its employees, its

representatives and/or its agents may contact you 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 you.

18.6 You confirm that all personal information and data set forth in this Agreement 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 Agreement, you shall notify the Bank promptly in writing.

18.7 You acknowledge that you have 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, you have sought appropriate assistance and clarification from the Bank prior to your acceptance of this transaction. You agrees to abide by the terms of the PDP Policy and any amendments or variations made to the PDP Policy.

19. BANK'S RIGHT TO COMBINE ACCOUNTS AND SET OFF

19.1 The Bank reserves the right to combine, consolidate, or merge any or all of your accounts and liabilities owed to the Bank, upon providing you with seven (7) calendar days prior notice. This action may be taken to set off or transfer any outstanding amounts credited to these accounts in satisfaction of any liabilities you owe to the Bank (whether under the Facility or otherwise) and/or to other companies affiliated with the Bank.

19.2 Simultaneously, the Bank may earmark the available funds in your accounts to settle the outstanding balance of the facility(ies) upon issuing the notice.

20. ANTI-MONEY LAUNDERING

20.1 You must at all times ensure that no funds moving to and from your Savings Account and/or AGA-i are proceeds of, or will be used for any unlawful activity in contravention of any Anti-Money Laundering Laws.

20.2 You undertake that you will not: -

- a) use your Savings Account and/or AGA-i, directly or indirectly, for transactions involving any unlawful activity.
- b) conceal or disguise the true nature of any unlawful activity; or
- c) utilise any monies from your Savings Account and/or AGA-i for any money laundering or other unlawful purpose.

21. FORCE MAJEURE

21.1 Any Party who is affected by any event of Force Majeure (as defined herein) ("Affected Party") must as soon as practicable notify the other Party in writing of the occurrence and details of any matter, occurrence, event or circumstance giving rise to the Force Majeure, the manner and period in which the Force Majeure event is likely to affect its performance and the steps that it intends to take to overcome or mitigate such event or circumstance.

21.2 If it is agreed by the Parties that the delay or failure of the Affected Party to perform its obligations is caused or anticipated due to Force Majeure event, the performance of the Affected Party's obligations will be suspended throughout the period as agreed by the Parties in writing whereby, in such event, the Affected Party shall not be liable

for any delay or failure of to perform its obligations pursuant to this T&C.

21.3 The Affected Party must keep the other Party informed in writing throughout the continuance of the Force Majeure of the steps it is taking pursuant to Clause 20.1 above and any change in its view on how the Force Majeure event is likely to affect its performance or the length of the period during which the Force Majeure is likely to affect its performance.

21.4 If a delay or failure of the Affected Party to perform its obligations due to Force Majeure exceeds the period as agreed by the Parties pursuant to Clause 20.1 above, the other Party shall be entitled to further suspend the Services for a period to be mutually agreed in writing.

21.5 The Affected Party must notify the other Party in writing as soon as the Force Majeure has ceased to prevent it from fulfilling its obligations.

21.6 For the purpose of this T&C, "Force Majeure" shall mean an act, omission or circumstances relied on by one of the Parties to this T&C as a Force Majeure event and over which that party could not reasonably have exercised control, which shall for the purpose of this T&C be limited only to the following events:

- a) Nuclear fall-out, explosion, lighting, fire, storm, tempest, flood, landslide, earth movement, terrorism, riots, disorder, civil commotion, war, disaster, act of God, and impediment by government regulations, industrial disputes, outbreak and upsurge of an epidemic, pandemic including but not limited to COVID-19, SARS, EBOLA, or like or similar diseases, which affects the performance of the Services.

21.7 For the avoidance of doubt, the abovementioned Force Majeure events shall not include economic downturn, insufficient funds, or financial difficulties of either Party in carrying out its obligations under this T&C.

22. MISCELLANEOUS

22.1 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 you and be deemed to have come to your 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.

22.2 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.

22.3 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.

22.4 For further information and any inquiries, please visit any nearby Agrobank branches by adhering to the SOP issued by Majlis Keselamatan Negara (MKN) or kindly contact us at:

- i. Call centre at 1-300-88-2476
- ii. Visit our corporate website at www.agrobank.com.my.

23. SEVERABILITY

- 23.1 Any term, condition, stipulation, provision, covenant or undertaking contained in this Terms and Condition which is illegal, prohibited or unenforceable shall be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions of this Terms and Condition and any such illegality, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other provisions

in this Terms and Conditions.

24. SHARIAH COMPLIANCE

- 24.1 Notwithstanding any provision to the contrary, the Parties hereby agree that all activities and provisions as stated in this Terms and Conditions shall be Shariah compliant.

25. SUCCESSORS BOUND

- 25.1 This Terms and Conditions shall be binding upon the respective successors-in-title and lawful assigns of the Parties thereto.

NOTICE: The returns on AgroGold Account-i (“AGA-i”) are subject to the gold price fluctuations. You are advised to read and understand the product before making transaction.