

TERMS AND CONDITION OF FIXED DEPOSIT PLACEMENT

General Terms and Conditions

1. Fixed Deposit Placement

- 1.1 The placement of my/our fixed deposit ("FD") with MUFG Bank (Malaysia) Berhad ("Bank") is governed by the terms and conditions contained herein ("Terms and Conditions") and such other specific conditions which may be set forth in the FDR (as defined below), and I/we hereby declare my/our agreement to abide and be bound by the Terms and Conditions for the time being in force which may be changed or amended from time to time with twenty one (21) days' notice prior to the date of implementation.
- 1.2 I/We agree that the placement of the FD shall be made by me/us personally in the forms provided by the Bank and may be subjected to the Bank's requirements including those as to minimum deposit, age and referees.
- 1.3 I/We hereby agree that the acceptance and continuance of the FD placement will be entirely at the sole and absolute discretion of the Bank.
- 1.4 I/We shall furnish specimen signature(s) of the authorised signatory to the Bank and the Bank reserves the right to require the production of identity card or passport for the purpose of identification for any FD related transaction.
- 1.5 I/We hereby agree that any forms or receipts signed by me/us and any transactions electronically confirmed, validated and/or effected by me/us in relation to any transaction or matter under the FD before, during or after the transaction or matter is carried out ('the above transactions') shall be deemed final, conclusive and binding on me/us.

Not in derogation of the generality of the foregoing I/we further agree that the Bank's books and/or records evidencing the above transactions shall also be deemed final, conclusive and binding on me/us.

2. Fixed Deposit Receipt (FDR)

- 2.1 I/We agree that the original FDR issued for placement of FD are to serve as evidence of placement of FD and are not documents of title.
- 2.2 I/We agree that the FDR is not transferable, not negotiable and cannot be drawn against any cheque(s) or otherwise and must be returned to the Bank when the amount is withdrawn.
- 2.3 I/We agree that it is my/our duty to give instructions for the renewal/rollover at the time of placement of the FD or at any time before maturity and confirm that the automatic renewal instruction given on all my/our existing FD and subsequent maturity are to be automatically renewed for the same period unless otherwise advised by me/us.
- 2.4 I/We acknowledge that payment of interest and principal sum will be made directly to my/our account with the Bank and withdrawal in cash is only applicable to individual depositor, who must be present for each encashment.
- 2.5 Upon maturity, the FD shall be automatically renewed for the same contractual period and at the prevailing interest rate unless otherwise instructed.
- 2.6 I/We should complete the instruction on the reverse of the FDR on withdrawal.
- 2.7 The FDR for any automatically renewed FD will be issued upon request and upon surrender to and receipt by the Bank of the original expired/matured FDR.

- 2.8 The original FDR is to be kept in a safe place at all times.
- 2.9 In the absence of the original FDR or where the original FDR is lost/misplaced/destroyed, I/we shall provide the Bank with an indemnity acceptable to the Bank before payment is made or a new FDR is issued. Service charge will be imposed by the Bank for replacement of any lost/misplaced/destroyed FDR.
- 2.10 Nevertheless, the Bank reserves the right to reject, without assigning any reason, my/our request for withdrawal of the FD proceeds or request for a replacement FDR, as the case may be. The decision of the Bank shall be final and conclusive.

3. Interest

- 3.1 Interest on the FD will cease at due date. Accrued Interest on the FD is subject to the Bank's right to withhold such sum(s) as are required as withholding or other taxes, levies or impositions from time to time.
- 3.2 Interest is calculated to the actual number of days within the term of deposit. For the avoidance of doubt, 'actual number of days' includes the placement date but excludes the maturity date.
- 3.3 Interest will be paid upon maturity at the applicable prevailing interest rate according to each FD product type. Should the maturity date of the deposit fall on a non-working day, the maturity date will be automatically extended to the next working day.
- 3.4 In respect of placements of FDs for one (1), two (2) or three (3) months, the following shall apply if FD is withdrawn prior to maturity, no interest will be paid.
- 3.5 In respect of placement of FDs exceeding three (3) months, the following shall apply if the FD is withdrawn prior to maturity:-
 - 3.5.1 Subject to the provisions in item 3.5.2 hereto, no interest will be paid on the FD withdrawn before the completion of three (3) months. For FDs withdrawn after the completion of three (3) months, interest will be calculated and paid at half (1/2) of the original contracted rate for each completed month.
 - 3.5.2 With effect from 1 January 2019, no interest will be paid for premature withdrawal of the FD that is placed or renewed on or after 1 November 2018.

By way of illustration, the interest payment, if any, are as follows:-

Date of Placement or Renewal	Date of Premature Withdrawal	Interest Payment
Prior to 1 November 2018	Prior to 1 January 2019	<ul style="list-style-type: none"> • No interest will be paid if the FD is withdrawn prior to maturity before
	From 1 January 2019	

From 1 November 2018	Prior to 1 January 2019	the completion of 3 months. <ul style="list-style-type: none"> For the FD that is withdrawn prior to maturity after the completion of 3 months, interest will be calculated and paid at half (1/2) of the original contracted rate for each completed month.
	From 1 January 2019	No interest will be paid.

4. Liability

- 4.1 The Bank shall not be responsible for any losses or damages to me/us by reason of any compliance or non-compliance by the Bank where payment instructions issued by me/us is/are incomplete or ambiguous or where the amount of the deposit(s) in the FD is insufficient to cover the bank charges and the amount specified in such instructions or by reason of or arising from the business or operations, impeded or interfered by delays, forgery of signatory's signature, alteration and/or forgery due to my/our negligence, hostilities, breakdown of electricity or power supply or telecommunications or other communications network systems, riots, blockades, strike, embargoes or machine or equipment failure.
- 4.2 Any payments made by the Bank pursuant to any instructions purporting to be signed by me/us or my/our authorised representative(s) shall be a complete discharge and the Bank shall be absolved from any liability to me/us and any other parties thereon.
- 4.3 I/We shall indemnify the Bank, as collecting banker, against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever which the Bank may incur on any instruments including FDR presented by me/us for collection and shall be deemed to have been collected at my/our expressed request in every case for the credit of my/our account.
- 4.4 Should any of my/our drafts, postal and money orders, etc. deposited to be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection by the Bank, I/We hereby agree that I/we shall not hold the Bank liable for any losses, liabilities or damages which I/we may sustain, incur or be liable to arising from such occurrence.
- 4.5 When the Bank accepts or incurs liability on my/our behalf or at my/our request, any funds or securities and other valuables deposited with the Bank belonging to me/us and in the hands of the Bank shall automatically become security to the Bank. The Bank shall have the right to retain such funds or securities or valuables in the hands of the Bank or any part thereof and be entitled at its absolute discretion even to dishonour any withdrawal instructions until the liability is settled.
- 4.6 Should the Bank retain or is obliged to retain solicitors to enforce any of its rights hereunder or otherwise whether by judicial proceedings or any other manner in relation to my/our account, I/we shall be liable to pay to the bank all costs, fees and charges in relation thereto and the Bank shall have the right to debit my/our account with such costs, fees and charges.

- 4.7 I/We agree that the Bank shall not be responsible for and I/we shall fully indemnify the Bank and hold the bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank with any or all the banking accounts whatsoever, or the execution by the Bank of any instructions or if any of my/our account or any part thereof is reduced or frozen by any government or official authority.

5. Transactions relating to FD

I/We hereby authorise the Bank to execute instructions in respect of any transaction concerning my/our FD given by me/us or any persons duly authorised by me/us to carry out such transactions (“Authorised Signatory(ies)”) using the prescribed relevant instruction forms and further acknowledge that:-

- 5.1 The Bank may rely on such instructions given by my/our Authorised Signatory(ies) or any person purporting to be me/us or my/our Authorised Signatory(ies) unless and until the Bank has received notice acceptable by the Bank of any change of an Authorised Signatory from me/us and has had reasonable time to act (after which the Bank may rely on the change);
- 5.2 The Bank is entitled to rely on any such communication, instrument or document believed by me/us to be genuine and correct and to have been duly signed or sent by me/us or my/our Authorised Signatory(ies);
- 5.3 Whether I/we have authorised more than one (1) Authorised Signatory(ies) to operate my/our accounts, the Bank is entitled to act on the instructions of any one or more of such Authorised Signatory(ies) as if they were my/our instructions unless the Bank receives instructions from me/us, instructions to the contrary;
- 5.4 The Bank may require that instructions be confirmed in such manner as the Bank may specify from time to time and the Bank may in its discretion and without notice refuse to act on any such instructions until receipt of such confirmation satisfactory to the Bank;
- 5.5 The Bank may require me/us to give written instructions (and any other documentary evidence of authority) in the case where the proceeds of any transactions (including placements) or any funds in the accounts are to be credited or remitted to any bank account not in my/our name;
- 5.6 The Bank may elect to not act upon my/our instructions where it results in the total amount of orders exceeding the credit balance in my/our accounts or the amount of banking facilities made available to me/us, but if the Bank does so, the Bank may elect which of such orders to execute in whole or in part and I/we will be responsible for the resulting overdraft, advance or credit availed. The Bank is not liable for any consequences arising out of its failure or delay in executing such instructions owing to insufficient funds. If the Bank elects to implement the instructions notwithstanding such insufficiency, then it may do so without seeking prior approval from or giving notice to me/us;
- 5.7 Subject to any applicable law, I/we consent to telephonic and electronic recordings for security and/or verification purposes and agree that the Bank may provide telephonic or electronic recordings or computer records as evidence of instructions and other verbal communications in any proceedings, complaints or dispute brought in connection with these Terms and Conditions and any banking agreement with the Bank;

5.8 Instructions given by me/us or my/our Authorised Signatory(ies) will be governed by and carried out subject to all prevailing laws, regulations, directives, operating procedures, market practices, customs and other practices of any relevant stock exchange, clearance system or market applicable at the place of performance of the instructions or where or through which they are to be executed or carried out or to which the Bank would otherwise be subject.

6. Representation and Warranties

I/We agree and acknowledge that the Bank's acceptance of my/our application for the placement of FD is in reliance of the following representations and warranties, all of which must be complied with in all material respects throughout the duration of the FD placement:-

- 6.1 I/We have the full power, right, capacity and authority to, accept and agree to these Terms and Conditions and perform these Terms and Conditions;
- 6.2 No person other than me/us has an interest in the FD;
- 6.3 I/We have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the FD or any of my/our account held with the Bank;
- 6.4 That there are no litigation (whether civil or criminal), arbitration or administrative proceedings, pending, on-going or threatened against me/us;
- 6.5 That I/we have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against me/us;
- 6.6 That I/we am/are able to pay my/our debts as and when they falls due and that no winding-up proceedings have been commence or are being threatened against me/us;
- 6.7 That I/we have filed all our tax returns which I/we am/are required by law to file and have paid or made adequate provisions for the payment of all taxes, assessments, fees and other governmental charges assessed against me/us or upon my/our properties, assets, businesses and incomes;
- 6.8 That no event of default as set out in item 7.2 below has occurred or is continuing;
- 6.9 That there has been no change in my/our financial condition which would materially affect in an adverse way my/our ability to perform the obligations under these Terms and Conditions;
- 6.10 That all information given by me/us to the Bank in relation to the FD do not contain any untrue or misleading statement or omit to state any fact;
- 6.11 That I/we am/are not aware of and have not intentionally withheld any information or fact which may result in or give rise to the placement of the FD, causing us to breach any applicable laws;
- 6.12 That I/we am/are not involved in any illegal activities;
- 6.13 That all moneys provided to the Bank for the purpose of the FD are not derived in any way from illegal activities;
- 6.14 That all moneys received from the Bank as a result of the FD will not be lent to, invested in or otherwise paid to or used, directly or indirectly, for the benefit of any country or person subject to Sanctions that affect the Bank or any other branch or entity related to the Bank whether in Malaysia or elsewhere;
- 6.15 That I/we am/are not:-
 - a) A national of any country subjected to Sanctions;

- b) An entity incorporated under the laws or owned or controlled (directly or indirectly) by a person located in or organised under the laws of a country which is subjected to Sanction; or
- c) A person listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by the Bank;

For the avoidance of doubt, "Sanctions" shall refer to the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority which may from time to time be issued and/or imposed by the Malaysian Government, the United Nations (UN) or Foreign Asset Control (OFAC) of the United States of America (USA) or any other regulator or authority applicable to the Bank.

- 6.16 Except with the Bank's express written consent, no person has or will have any security or other encumbrances over the FD.
- 6.17 The above representations and warranties shall be deemed repeated whenever I/we give any instructions in connection with the FD.

7. Termination/Suspension of Transactions related to FD

- 7.1 I/we can request to terminate the FD by providing written instructions to the Bank and settling all outstanding amounts (including fees, charges and any other costs) if any, due to the Bank.
- 7.2 Notwithstanding item 7.1 above, the Bank may terminate and withdraw the FD or suspend transactions related to the FD:-
 - 7.2.1 As the Bank deems fit with prior notice to me/us;
 - 7.2.2 If in the Bank's opinion, I/we do not comply with any applicable laws;
 - 7.2.3 If in the Bank's opinion, the FD is not operated in a proper or regular manner;
 - 7.2.4 If I/we threaten to breach or I/we have breached any of these Terms and Conditions or other terms and conditions and/or conditions applicable to me/us or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
 - 7.2.5 If any representation, warranty or undertaking made to the Bank by me/us is or will become incorrect or misleading in a material respect;
 - 7.2.6 If I/we fail to pay on any due date any money which I/we should be paying to the Bank or if I/we fail to discharge any obligation or liability owing to the Bank;
 - 7.2.7 If I/we die or become insane;
 - 7.2.8 If I/we become bankrupt or insolvent or allow any judgment to remain unsatisfied for a period of twenty one (21) days;
 - 7.2.9 If I/we commit any act of bankruptcy or are unable to pay my/our debts, as the case may be, or suspend my/our debts, as the case may be, or enter into any composition or arrangement with or for the benefit of my/our creditors, as the case may be;
 - 7.2.10 If any resolution is passed, or if a petition is presented against me/us:-
 - a) For bankruptcy, liquidation, winding-up or dissolution; or
 - b) For the appointment of a liquidator, receiver, trustee or judicial manager;
 - 7.2.11 If a liquidator, receiver, trustee, judicial manger or a similar official is appointed for all or a substantial part of my/our assets;

- 7.2.12 If execution or any form of recover or enforcement action is levied or taken against any of my/our assets;
 - 7.2.13 If I/we transfer or dispose of or intend to transfer or dispose of a substantial part of my/our assets, as the case may be;
 - 7.2.14 If in the Bank's opinion, there is any change or threatened change in:-
 - a) Circumstances which would materially and adversely affect my/our business or financial condition or my/our ability to perform my/our obligations under these Terms and Conditions; or
 - b) Circumstances in relation to me/us or any of my/our directors or members of the management board or any direct or indirect shareholder that could, in the Bank's opinion, expose the Bank to the risk of loss or reputation or regulation action in any country;
 - c) My/our status as a Malaysian citizen;
 - d) My/our status as a resident or resident controlled company; or
 - e) My/our shareholders, shareholding structure, directors or management;
 - 7.2.15 If any of my/our cheques is dishonoured;
 - 7.2.16 If I/we am/are blacklisted pursuant to the DCHEQS guidelines or any guidelines issued by BNM or any other authority having jurisdiction over the Bank;
 - 7.2.17 If any of my/our accounts with the Bank is re-designated or closed by the Bank for any reason whatsoever;
 - 7.2.18 If I/we fail to discharge any obligation or liability to the Bank or to any other person;
 - 7.2.19 If I/we commit a default in any loan, facility or similar arrangement with any person (including the Bank) which gives the right to the creditor concerned (including the Bank) to demand repayment of the loan, facility or arrangement before its due date, to withdraw the loan, facility or arrangement, or to enforce the security for the loan, facility or arrangement;
 - 7.2.20 If there is a default in the payment of any moneys under the account of any other person for whom I/we am/are providing security;
 - 7.2.21 If there is any litigation (whether civil or criminal), arbitration or administrative proceedings pending, on-going or threatened against me/us;
 - 7.2.22 If the Bank suspects or have reasons to believe that the FD or any part of it is used for any unlawful activity;
 - 7.2.23 If there is any investigation by any police or police organisation, governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or otherwise) pending, on-going or threatened against me/us;
 - 7.2.24 If I/we have been charged or convicted for any criminal offences or have any criminal records;
 - 7.2.25 If my/our whereabouts are unknown to the Bank;
 - 7.2.26 If I/we become a USA Person; or
 - 7.2.27 If the Bank decides in its sole discretion that the continuation of the FD-related transactions could likely be detrimental to the Bank's own position; the Bank's discretion is final and is not subject to query by me/us.
- 7.3 When any of the events in items 7.1 and 7.2 above happens:-
- 7.3.1 The Bank will not be under any further obligation and/or commitment to me/us in relation to the FD;
 - 7.3.2 The Bank may (but is not obligated to) suspend (indefinitely or otherwise) any transactions related to the FD or terminate the FD, or the Bank's relationship with

me/us and all moneys and interest then owing to the Bank under the FD will immediately become payable on demand by the Bank;

7.3.3 The Bank may apply any of the credit amount in any account I/we may have with the Bank against any loss arising thereof and/or amounts which I/we owe to the Bank; or

7.3.4 The Bank will be entitled to exercise any right or power which it may have under any of these Terms and Conditions and/or any right or power which may be available to the Bank in law;

without any previous notice to me/us, unless expressly stated otherwise.

7.4 I/we cannot use the FD for any unlawful activities.

7.5 The Bank may take all actions it considers appropriate in order for it to meet any obligation or requirement, in Malaysia or elsewhere in the world in connection with the prevention of any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions the Bank may take include immediately terminating the FD, making reports and taking such actions it may decide as appropriate.

7.6 Any termination or cancellation or suspension of transactions related to the FD by the Bank shall not entitle me/us to claim for any compensation against the Bank for any losses or damages suffered or incurred by me/us whether as a direct or indirect result of such termination or suspension.

7.7 For a termination event under items 7.1 and 7.2(a), prior to the date of termination, I/we shall instruct the Bank as to the proper disposal of the FD.

7.8 Upon the termination/cancellation of the FD, I/we agree to pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued on to date of termination/cancellation of the FD.

7.9 If there is any payment obligation by the Bank to me/us after the termination or cancellation of the FD, the Bank shall issue and send a banker's draft or cashier's order made payable to me/us, by ordinary post to my/our last known address in the Bank's records. After the Bank has acted in accordance with the above provisions, I/we agree that it shall constitute a valid and complete discharge of the Bank's obligations in relation to FD.

8. Account(s) in the Name of a Company

8.1 In the case of any placements of FD in the name of a company, the Bank will allow changes of authorised signature(s). However, the Bank is not obliged to accept any changes unless it is satisfied that the change has been duly authorised by the Board of Directors of the body corporate or by whatever act or deed is required under the charter or constitution or governing laws of that company and the Bank has had reasonable time to act on such change.

8.2 In the event of liquidation of the company, the fund credited into the accounts may only be withdrawn by, and the fund payable will only be paid to, the Liquidator.

9. Rubber Stamp

9.1 The imprint of the rubber stamp of the organisation/company must be affixed on the Bank's prescribed application form together with the specimen signature(s) of the

person(s) authorised to give instructions in respect of any transaction concerning the FD.

10. Perbadanan Insurans Deposit Malaysia (PIDM)

10.1 Coverage of the eligible account balance is subject to the terms and conditions as set by PIDM. A copy of the PIDM brochure has been provided to me/us.

11. Disclosure of Customer Information and Personal Data under the FSA and the Personal Data Protection Act 2010 (PDPA)

- 11.1 I/We consent and authorise the Bank to collect, process, disclose, transfer, maintain, store and retain my/our personal data to other entities within the MUFG Group (as defined below) including its branches in Malaysia and in other countries as well as local and overseas affiliates and other external parties, including but not limited to the parties/bodies listed in item 10.2 below. I/We understand that I/We am/are entitled to withdraw my/our consent by providing a withdrawal of consent notice to the Bank unless such disclosure by the Bank is required to comply with any legal or contractual requirements. The Bank shall cease disclosure of my/our information within seven (7) days from the day the Bank receives the withdrawal of consent notice.
- 11.2 I/We also consent and agree to the Bank conducting credit checks and verification of information given by me/us in my/our application for the opening of the account or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. I/We also consent to the Bank's disclosure of my/our financial conditions, details of accounts, account relationship with the Bank including credit balances to:-
- 11.2.1 Government or regulatory authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad and/or Credit Guarantee Corporation Malaysia Berhad;
 - 11.2.2 Companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016, or any associated company of the Bank or of its parent company (the Bank together with its holding company, its holding company's subsidiaries, affiliates, and other related/ associated companies are collectively referred to as "MUFG Group");
 - 11.2.3 Party(ies) providing services (including outsourcing vendors, nominee, custodians, centralised securities depository or registrar, debt collection agents) to the Bank;
 - 11.2.4 The Bank's agents, consultants and professional advisers;
 - 11.2.5 The Bank's or any of the MUFG Group's assignees;
 - 11.2.6 The police or any investigating officer conducting any investigation; and
 - 11.2.7 Any person to whom disclosure is permitted or required by law, regulation, governmental directive or request.
- 11.3 The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to me/us collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.
- 11.4 Subject to my/our express consent, I/we hereby agree that the Bank's employees, independent contractors, representatives and/or agents to contact me/us from time to time through personal visits or oral communication effected by any means of communication including but not limited to telephone calls regarding any products or services promotion unless objected to in writing by me/us.

11.5 I/We also declare that all personal information and data set forth herein is/are all true, up-to-date and accurate and should there be any changes to any personal information or data set forth herein, I/we shall notify the Bank immediately.

12. Unclaimed Moneys Act 1965

12.1 I/We am/are aware of the provisions of the Unclaimed Moneys Act 1965 wherein in line with Section 8 of the above Act, automatic instruction(s) has to be renewed every seven (7) years from the date of placement. If no new instruction is given to the Bank after seven (7) years, the sum outstanding will be classified as “unclaimed moneys” and will be transferred to the Registry of Unclaimed Moneys (RUM) on the date specified in the Act.

12.2 I/We agree to come to the Bank in person prior to the expiry of the seven (7) years as aforesaid to perform a withdrawal or deposit transaction in order to re-activate the account. In consideration of the Bank agreeing to my/our above request, I/we agree and undertake to hold the Bank harmless and indemnified against all liabilities whatsoever for any delay/omission/error in carrying out my/our above instructions.

12.3 If I/we fail to re-activate the account, I/we am/are aware that the Bank shall give us twenty one (21) days advance notice before arranging to transfer the funds in the account to the RUM.

13. Sanctions and Anti-Money Laundering

13.1 I/We agree to provide and disclose to the Bank within such time prescribed by the Bank, any information, statements and explanations relating to the FD which is deemed necessary by the Bank in order to:-

13.1.1 Comply with the laws or Sanctions (including but not limited to those relating to anti-money laundering or anti-terrorism); and/or

13.1.2 Manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.

13.2 Pending the Bank's receipt of the information from me/us and until the Bank has verified the information to its satisfaction, I/we agree that the bank shall not be obliged to proceed with any transactions or disbursements.

13.3 I/We declare and undertake to the Bank that the processing of any transactions will not breach any laws or Sanctions in Malaysia or any other country. The Bank shall not be liable for any loss arising for any delay or failure to process any transactions due to inadequate information and documentation provided by me/us.

14. Notices and Communications

14.1 I/We shall notify the Bank of any change of address. All communications sent by post by the Bank addressed to or delivered to my/our last known address registered with the Bank shall be deemed to have been duly delivered to me/us.

14.2 All notices and communications to me/us will be in writing and may be sent to me/us by mail, e-mail or by displaying the same at the Bank's premises and website. All legal processes may be sent to me/us by post to or left at my/our address last registered with the Bank and shall be deemed to have been duly delivered and received by me/us.

14.3 The Bank reserves the right from time to time to levy or vary any fees and charges by giving twenty one (21) calendar days' notice via displaying the new fees and charges at the Bank's premises and websites.

15. Declaration

I/We shall be required to complete and execute the Bank's prescribed application form which shall then form part of this Terms and Conditions.

16. Compliance with Court Orders

I/We agree that The Bank can act in any way it sees fit, without consulting me/us beforehand, if the Bank is served with a court order issued by a court of any jurisdiction. I/We further agree that I/we will not hold the Bank liable for any loss or damage in connection with its actions.

17. Variation of Terms and Conditions

17.1 By signing the Bank's prescribed FD application form and affixing the rubber stamp of the organisation/company, I/we confirm that I/we have received, read and fully understood the Bank's Terms and Conditions.

17.2 I/We hereby acknowledge that the Terms and Conditions herein are not exhaustive and that the Bank reserves the right to add, modify or delete any of the Terms and Conditions and any such additions, modifications or deletions shall be binding on me/us and be deemed to have come to my/our attention by way of display at the Bank's website and/or by any other means that the Bank may deem fit at its sole and absolute discretion with prior notice to date of implementation. All previous terms and conditions shall be revoked and wholly superseded by these Terms and Conditions.

17.3 I/We further agree by continuing to place the FD after the effective date of the amendment(s) or variation(s), I/we am/are deemed to have accepted the amended Terms and Conditions and the same shall be binding and conclusive against me/us.

18. Others

18.1 I/We hereby agree to pay the Bank for any charges/expenses incurred as a result thereof and any other fees or commissions, or for any applicable service charges, maintenance fee or any other reasonable fees and charges imposed by the Bank from time to time or such applicable taxes whether currently in force or to be implemented and chargeable by law, including but not limited to the Goods and Services Tax (GST), for the services and facilities rendered to me/us.

18.2 I/We hereby agree that notwithstanding anything herein contained, the Bank has the absolute right not to accept any deposit of any money or cheques or allow or carry out any other transaction including withdrawals of money in respect of my/our FD without assigning any reasons whatsoever to me/us.

18.3 I/We undertake to report immediately to the Bank of any error or discrepancies found in any statement or entry. If the Bank does not receive any notification in writing within twenty one (21) calendar days from the statement date of any errors or discrepancies as regards to the debit or credit entries in the statement, then I/we shall be deemed to have accepted such entries made up to the date of the last entry in the statement as correct, final and conclusive and thereby adopt all withdrawal or other debits to the account therein.

18.4 These Terms and Conditions shall be subject to, governed by and construed in accordance with laws of Malaysia and the rules, regulations and guidelines of BNM

and other relevant regulatory bodies to which the Bank is subject. The Bank may commence proceedings against me/us in Malaysia or elsewhere, irrespective of my/our place of residence or business or the place where the FD is maintained.

- 18.5 These Terms and Conditions govern the general rules on the placement and operations of the FD and might vary depending on the product type.