Personal Banking

Standard Terms & Conditions

Effective date: 8 August 2024

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Thank you for choosing us as your trusted partner. We offer a wide range of Services tailored to suit your banking needs. They are available across our branches within Malaysia and through our electronic banking system. These Services are governed by the terms and conditions ("**Terms and Conditions**") set forth in the document below. Do take the time to read them as they are binding on you.

THIS DOCUMENT is divided into two (2) sections. The first section, “Part A. Standard Terms and Conditions”, sets out the general terms and conditions of our personal and electronic banking relationship with you. The second section, “Part B. Specific Terms and Conditions”, contains the terms and conditions that apply to each product or service that you have purchased or registered for. These Terms and Conditions apply together with other product application documents that you have read, understood and agreed to, such as the product disclosure sheet.

Please note that if you are not a resident of Malaysia, additional terms and conditions may apply as notified by us at any time.

You agree to observe and be bound by these Terms and Conditions. Any additions and/or amendments and/or variations may be made by us from time to time in the manner prescribed in Clauses 22 and 31 of Part A. Standard Terms and Conditions.

PART A. STANDARD TERMS AND CONDITIONS

A. DEFINITIONS

In both sections of the Standard and Specific Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meaning:

(i) "ABM" means the Association of Banks in Malaysia.

(ii) "Access ID" means Debit Card/credit card number, or any other access identification number allocated to you by us.

(iii) "Account(s)" means any one or more of the accounts which includes savings/-i, credit, current/-i, multi-currency/Qard Multi Currency Current Account-i, investment, fixed/term deposit, loan/financing or any other account which you may have with us and accessible through the RHB Online Banking and/or the RHB Mobile Banking services under the Website or any other avenue as may be determined by us from time to time (where applicable) and references to "Account" shall be construed as references to any one of them.

(iv) "AIBIM" means the Association of Islamic Banking and Financial Institutions Malaysia.

(v) "AMLA" means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

(vi) "Application" means the application to be installed to the user's Mobile device, subject to the necessary changes being made and amended from time to time by us.

(vii) "ASNB" means Amanah Saham National Berhad, a wholly owned subsidiary company of Permodalan Nasional Berhad (PNB) who acts as the fund manager to pool money from various investors to invest and generate returns.

(viii) “ATM” means Automated Teller Machine or card operated machine, whether belonging to us or other participating banks or financial institutions or to the Visa/Master Global ATM Network, or other affiliated networks, in respect of which we have a subsisting arrangement to allow you to use the Card at such machine.

(ix) “Banking Day" or "Business Day” means a day on which we are open for business in Malaysia and if any period of time falls on a day which is not a Business/Banking Day, then that period is to be deemed to only expire on the next Business/Banking day.

(x) “BNM” means Bank Negara Malaysia.

(xi) “Card” means a Debit Card or a credit card or all of them, as the context requires.

(xii) “CASA” means current account or savings account and/or CM CASA.

(xiii) “CM CASA-i” means Commodity Murabahah current account or savings account.

(xiv) “Content” means any materials, information, graphic, texts, images, Links, advertisements and data displayed or contained in the Website.

(xv) “Cooling Off Period” means the period where you may cancel the investment at no cost and will receive the full initial investment amount.

(xvi) “CRS” means the Common Reporting Standard which was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, and which calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.

(xvii) “Customer Service Agent” means our employees and/or representatives who are stationed at our helpdesk to assist you via telephone in accessing and/or using the Services as well as performing certain banking transaction pursuant to your instructions.

(xviii) "CVV2/CVC2" means the three (3) digit numbers stated behind the credit card.

(xix) “Debit Card” means the card or other device issued by us to you for you to make payments by direct debit from the Account.

(xx) "Domestic Ringgit Borrowing/Financing" means any borrowing in Ringgit Malaysia obtained by a Resident from another Resident (including individuals, corporations and financial institutions) in the form of credit facility, financing facility, redeemable preference share, Islamic redeemable preference share, corporate bond or sukuk other than:

(a) Trade credit terms extended by a supplier for all types of good or services;
(b) Forward contract with a licensed onshore bank excluding a contract that involves the exchanging or swapping of Ringgit Malaysia or foreign currency debt obligation with another foreign currency debt obligation or the exchanging or swapping of foreign currency debt obligation with a Ringgit Malaysia debt obligation;
(c) Financial guarantee or non-financial guarantee;
(d) Operational leasing facility;
(e) Factoring facility without recourse;
(f) A credit facility or financing facility obtained by a Resident individual from a Resident to purchase one residential property and one vehicle;
(g) Credit card and charge card facility obtained by a Resident individual from a Resident.

(xxi) DuitNow" means a service established by PayNet, which allows customers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.

(xxii) DuitNow ID" means identifiers of an Accountholder such as a mobile number, National Registration Identification Card number, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by PayNet from time to time.

(xxiii) “e-Statement” means your banking statement of account in an electronic form sent to your email inbox where you can view and print from the computer terminal.

(xxiv) “e-Statement service” means the service provided by us to you where, upon the successful registration by you, you will be able to receive your e-Statement and to view and print the same.

(xxv) “FATCA” means the Foreign Account Tax Compliance Act which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, which generally requires that foreign financial institutions and certain other non-financial foreign entities report on the foreign assets held by their United States Accountholders or be subject to withholding on withholdable payments. The HIRE Act also contains legislation requiring United States persons to report, depending on the value, their foreign financial accounts and foreign assets.

(xxvi) "FEP Notices" means the Foreign Exchange Policy Notices issued by BNM, as amended or revised from time to time.

(xxvii) "FPX" means Financial Process Exchanges.

(xxviii) "FSA 2013" means the Financial Services Act 2013.

(xxix) "FTT" means Foreign Telegraphic Transfer.

(xxx) “Fund” means a unit trust or other collective investment scheme the units of which have been approved by the relevant authorities for sale to the public.

(xxxi) "GMPC" means Malaysian Government Multipurpose Card.

(xxxii) "IBG" means Interbank GIRO.

(xxxiii) "ID" means identification.

(xxxiv) "Identifiers" means your Access ID, Username, Password, Secret Word, One-Time Password (OTP), Security Code and any one or more of the same.

(xxxv) "IFSA 2013" means Islamic Financial Services Act 2013.

(xxxvi) “Information” means prospectuses, annual or other periodic reports or accounts, promotional literature and materials, and statistical information relating to the Investments.

(xxxvii) “Interest” means the amount of interest which is payable in connection with the Structured Products Investments, as determined and notified by the Bank in writing.

(xxxviii) “Investment Services” means the services referred to in these Terms and Conditions as provided by us in relation to the Investments.

(xxxix) “Investments” means units in a Fund or other collective investment scheme which may be distributed by us from time to time or at any time.

(xl) “JomPay” means a national bill payment scheme initiated by BNM, led by the Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear) to promote and encourage the use of online bill and invoice payments. The service is offered through the participating financial institution’s internet banking/mobile banking service.

(xli) "Link" means a linkage between a product to a channel and/or a hyperlink word on the Website which alerts users of the existence of a link to another page on the Internet. It also means a link which is marked as a highlighted word, a different coloured word and/or a graphic (e.g. a trademarked logo or a button) on the Website which alerts the user of the Website to the existence of a link to another page on the Internet or World Wide Web on a site other than the Website.

(xlii) “Mobile device” means the mobile device or such other communication device which is used to access the Mobile Banking service.

(xliii) "Non-Resident" means:
(a) Any person other than a Resident;
(b) An overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;
(c) Embassies, Consulates, High Commissions, supranational or international organisation; or
(d) A Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia.

(xliv) "OTP" means the unique alphanumeric code that is only valid for a single transaction when you perform any high risk transaction. The OTP will be sent together with a Security Code via SMS to the registered Mobile device number. You have to make sure that the Security Code displayed on the "Confirmation Page" is an exact match with the Security Code sent via SMS before entering the OTP to complete the transaction.

(xlv) "Password" means the string of alphanumeric characters selected by you, which, being unique to you and known only to you and our computer system, authenticates your Username whenever you access the RHB Online Banking and/or RHB Mobile Banking Services and together with the Username constitutes the other part of the electronic signature.

(xlvi) "PayNet" means Payments Network Malaysia Sdn Bhd.

(xlvii) “PayPal” means a service that enables you to make an online payment, send money and receive money.

(xlviii) “PDPA” means Personal Data Protection Act 2010.

(xlix) “PIDM” means Perbadanan Insurans Deposit Malaysia.

(l) “PIN” means personal identification number provided to you for use in conjunction with the Card.

(li) "Profit" means the amount of profit which is payable in connection with the products offered by RHB Islamic Bank Berhad, as determined by RHB Islamic Bank Berhad.

(lii) "Registered Holder of Investment" means RHB Bank Berhad.

(liii) "Resident" means:
(a) A citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
(b) A non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
(c) A body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
(d) An unincorporated body registered with or approved by any authority in Malaysia; or
(e) The Government or any State Government.

(liv) "Restricted Currency" means:
(a) Currency note or coin which is legal tender in the State of Israel;
(b) Any right to receive the currency or coin which is legal tender in the State of Israel
(i) In respect of any credit or balance at a licenced onshore bank or any other similar institution in or outside Malaysia; or
(ii) From any person in or outside Malaysia;
(c) Any document, instrument or device which enables a person to obtain currency note or coin mentioned in subparagraph (a) from another person, including but not limited to traveller's cheque, letter of credit and bank draft; or
(d) Any electronic or digital representation of currency note or coin which is legal tender in the State of Israel.

(lv) "RHB Bank Berhad" means RHB Bank Berhad (Registration No. 196501000373 (6171-M)), a licenced bank incorporated under the laws of Malaysia and having its registered address at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur.

(lvi) "RHB Banking Group" means RHB Bank Berhad, its subsidiaries, associated companies and affiliates from time to time and where the context so requires, shall mean any one or more of them.

(lvii) RHB Investment Bank Berhad means RHB Investment Bank Berhad (Registration No. 197401002639 (19663-P)), a licenced bank incorporated under the laws of Malaysia and having its registered address at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur.

(lviii) "RHB Islamic Bank Berhad" means RHB Islamic Bank Berhad (Registration No. 200501003283 (680329-V)), a licenced bank incorporated under the laws of Malaysia and having its registered address at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur.

(lix) "RHB Mobile Banking" means the RHB Online Banking Services offered by us, the services of which may be accessed by you via Internet or mobile data or any other electronic medium approved by us in accordance with these Terms and Conditions or any other rules and regulations determined by us.

(lx) "RHB Online Banking" means the Services provided by us to you through the Internet via the Website in accordance with these Terms and Conditions or any other rules and regulations determined by us.

(lxi) "Secret Word" means the string of alphanumeric characters selected by you which, being unique to you and known only to you and our computer system, will be displayed on screen after you have entered Login Username. This is the mutual authentication function used by you to verify that the login page is from our genuine site.

(lxii) "Security Code" means the unique six (6) digit code that will be displayed on the "Confirmation Page" for any high risk transaction and will also be sent via SMS to the registered Mobile device number. You have to make sure that the Security Code displayed on "Confirmation Page" is an exact match with the Security Code sent via SMS.

(lxiii) "Service Provider" means the party who provides the service.

(lxiv) "Services" or "Service" means any products and/or services provided by us.

(lxv) "Siri" refers to the in-built "intelligent assistant" that enables users of Apple devices to use natural language voice commands to operate the Mobile device and its apps. Users can speak out the commands and receive audible confirmation from Siri to send messages, place calls, set reminders, operate iTunes and more.

(lxvi) "Specified Person" means:
(a) The State of Israel or its governmental organisation, authority or agency;
(b) A natural person who is a citizen or permanent resident of the State of Israel;
(c) Any person incorporated, established or registered for the purposes of incorporation or establishment, in the State of Israel or under its law;
(d) Any unincorporated entity which is formed in the State of Israel or under its laws or policy; or
(e) Any person owned or controlled, directly or indirectly by a person mentioned in subparagraph (a), (b), (c), or (d),

in whatever name or style, or any other person who is connected with a person mentioned in subparagraph (a), (b), (c), (d) or (e) as BNM may specify.

(lxvii) "Transaction Record" means the periodic statement given by us to you in respect of the investment account.

(lxviii) "TIN" (including "functional equivalent") means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an entity and used to identify the individual or entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link [https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers]. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for entities, a business/company registration code/number.

(lxix) "Username" means the name made up of a string of characters selected by you which, being unique to you, constitutes one part of the electronic signature under these Terms and Conditions and is the only means by which to allow our RHB Online Banking system to identify you and the Account(s) when you access the RHB Online Banking Services and/or the RHB Mobile Banking Services".

(lxx) "UTMC", in relation to a Fund, means the unit trust management company managing the Fund.

(lxxi) "Validity Date" means the expiry date of the Card as printed on the Card.

(lxxii) "Website" means our corporate website at http://www.rhbgroup.com.

(lxxiii) "Western Union" means a service that enables you to send money online to a bank in selected countries or to agents in selected locations worldwide.

(lxxiv) The words "We", "Us", "Our", "Bank" and "RHB" means RHB Bank Berhad and/or RHB Islamic Bank Berhad and/or other entities within the RHB Banking Group, their partners and their contractors, or any one of them (where applicable).

(lxxv) The words "You", "Your", "Yourself", "the Customer" and/or "the Accountholder", means the owner and /or joint owner(s) for the Services offered by the Bank.

(lxxvi) The word "Ringgit Malaysia" and the abbreviation "RM" mean the lawful currency of Malaysia

(lxxvii) Words importing the singular shall include the plural and vice versa.

(lxxviii) Words importing the masculine gender shall include the feminine and neuter genders and vice versa.

(lxxix) Any reference to the terms and conditions by any name in forms, statements, brochures and other documents which we have provided are a reference to the relevant terms and conditions contained in these Terms and Conditions.

(lxxx) Any banking terms not specifically defined or described in these Terms and Conditions shall be construed in line with the general practice of banks and financial institutions in Malaysia.

(lxxxi) Any reference to a statutory provision includes any modifications, consolidations or re-enactments for the time being in force and all statutory instruments or orders made pursuant thereto.

(lxxxii) Any terms relating to computer technology not specified, defined or described herein shall be construed in accordance with the general practice and the trade of computer companies and the information technology industry in Malaysia.

(lxxxiii) Where there are two (2) or more persons or parties comprised in the expression "you", the agreements, covenants, stipulations, undertakings, terms and conditions expressed to be made by and on your part in these Terms and Conditions shall be deemed to be made by or binding upon such persons or parties jointly and severally.

(lxxxiv) The headings in these Terms and Conditions are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

B. ACCOUNTS

1. Account Opening

1.1 You may open an Account subject to the relevant requirements and procedures (including age, minimum deposit, references, information and supporting documents acceptable to us) and to the terms and conditions specified in the relevant application form and Part B. Specific Terms and Conditions.

1.2 We may accept or reject your application and the continuance of the Account is at our discretion.

1.3 You will be provided with a Debit Card upon opening of the Account which shall be governed by Part B. Specific Terms and Conditions below and such other terms and conditions imposed by us with regards to Debit Card.

2. Online Account Opening

2.1 This Service is offered to the customer who wishes to apply for online Account opening via RHB Online Banking.

2.2 The online Account opening is a secured website that is made available to you via RHB Online Banking and our Website.

2.3 The online Account opening service is usually made available on our Website from 7.00 a.m. - 11.59 p.m., seven (7) days a week unless specified otherwise in these Terms and Conditions or on our Website.

2.4 The online Account opening service can be accessed via RHB Online Banking and may not be available at certain times due to the routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances which are beyond our control.

2.5 By providing your details for the online Account opening, you consent to and authorise us to conduct a search on you (if applicable), for the purpose of the online Account opening.

2.6 For new to bank customers, customer without RHB Online Banking access or RHB credit card's customers who performed online account opening without logging on into RHB Online Banking, you are required to activate your account within 30 calendar days from the date of account opening by performing Identification ("ID") authentication at the branch to enjoy usage of the account. Failure to activate your account will result in closure of the account and you will not be able to perform any banking transactions using it.

2.7 Your online Account will be automatically closed by the RHB Online Banking system on the thirtieth (30th) end of day if you do not fulfil the following:

i. perform the ID authentication and activate your Account within thirty (30) calendar days from the date of the Account opening; or
ii. provide any additional supporting document(s) required by us as per online Account opening for the purpose of verifying your ID; or
iii. provide accurate information; or
iv. fulfil any additional requirement by us as per online Account opening.

2.8 The process for ID authentication will require you to provide a valid document, which we will use for the verification process. If the information that you have provided during the online Account opening application is different from the information in the valid ID document, your Account will not be activated and will be automatically closed by the RHB Online Banking system. The Account will also not be activated if verification by the GMPC/MyKad on you was faulty and/or failed.

2.9 We may request you to provide any additional supporting document(s) to verify your ID and/or any information provided by you during the online Account opening application. You are required to provide the requested document(s) within thirty (30) calendar days prior to the activation of the Account, failing which, your Account will be automatically closed by the RHB Online Banking system. Further, we will not provide any exceptions or extension for the thirty (30) calendar days.

2.10 If you have successfully logged on into RHB Online Banking, you may apply for the online Account opening and if your online application has met the requirements, your Account will be activated immediately and you may perform any online transaction via RHB Online Banking.

2.11 We reserve the right at our discretion to reject your online Account opening application and/or close your Account if you do not meet our requirement for the online Account opening.

2.12 If you wish to perform any transaction over the counter at the branch and/or to request for a cheque book, you are required to walk in to the branch and to provide your signature for the purpose of operating the Account and/or requesting for a cheque book, as the case may be.

2.13 Cheque book will only be issued upon your request and subject to our conditions on providing the cheque book to you. For Non-Resident customers, you are required to provide the name and contact details of your introducer who is an existing current Accountholder with us and has maintained an active and satisfactory current account with us for at least six (6) months. We reserve the right at our discretion to decline your cheque book request if you do not fulfil our requirement for the application of cheque book.

2.14 Online Account Activation

i. Customer may perform online activation through eKYC (Electronic Know-Your-Customer) for eligible deposit account/-i and use the account immediately.

ii. This service is available through mobile application which may be downloaded and accessed by customer via iOS or Android mobile devices to enable digital account onboarding.

iii. This application will utilize eKYC screening technology for RHB to perform electronic due diligence, identity verification and authentication, and exercise prudent decision-making in ensuring compliance to the Bank Negara Malaysia Anti-Money Laundering / Counter Financing of Terrorism Guideline.

iv. To complete online activation, you must meet the following criteria:

a. New to RHB without any Current/ Saving account/-i or Credit Card/-i
b. Malaysian citizen with a valid new MyKad (80k chip version, with ghost image). Customer to ensure MyKad is in good condition and able to be read/ captured via camera. MyKid, MyPR, MyTentera and MyKAS holders are not eligible.
c. Aged 18 years old and above
d. Applying for individual account only
e. You must hold a Malaysian-registered mobile number and a valid email address.
f. Must have deposit account with another bank (other than RHB) with account in your personal name only with Internet Banking access for initial deposit funding purposes.
g. Must be for self-application only (applicant must be the person who applies to open the account and the accountholder's name is based solely on the applicant's name).

Note:
If you do not meet the above criteria, ie. applying for joint account, please visit us at any of the nearest RHB branch to open account.

v. At any point that you have successfully apply account online but pending activation, please visit us at any of the nearest RHB branch within 30 calendar days from the date of account opening to perform verification and complete your activation. Failure to activate your account will result in closure of the account and you will not be able to perform any banking transactions.

vi. To apply and activate the Account Opening online, you may launch RHB Internet Banking or download Mobile Banking Apps, select your preferred account and follow the application steps below:

Step 1: Contact Details – enter your mobile number and email address, and an OTP via SMS will be sent to you for verification purposes.
Step 2: Verify your Identity – scan the front and back of your MyKad
Step 3: RHB Online ID Creation – create your login credentials and register for RHB Online Banking.
Step 4: Application Form – fill in the electronic application form and complete the acceptance and confirmation of declarations, and your agreement to the terms and conditions.
Step 5: Perform face scanning - verify your identity via facial recognition software
Step 6: Fund Your Account – transfer the minimum initial deposit required from your bank account in your sole name with another financial institution in Malaysia via Financial Process Exchange (FPX). Failure to fund the account within thirty (30) calendar days from the date of account opening will result in automatic closure of the account.

Note:
- *The initial deposit amount transferred will not earn any interest/ profit in the event the account applied for and opened is required to be closed after RHB's further verification as stated in Clauses (ix) and (x) below.*
- *For application via RHB Internet Banking portal, you will be directed to download RHB Mobile Banking App once you completed to fill in your Contact Details.*
- *If customers do not intend to download RHB Mobile Banking App (by selecting "Not Now" button), customers will be directed to walk in to any RHB Branch to perform verification and complete your activation.*

vii. The application for Open Account online is subject to customer having successfully completed the identity verification process as stated in Clause (vi) and other eKYC steps in RHB Mobile Banking App. RHB reserves the right to reject any application to open an account.

viii. After successful account opening and activated online, your RHB Debit Card/-i will be sent by post, within seven (7) to nine (9) working days, to the mailing address as specified by you during the account opening application. You are responsible for providing RHB with your accurate mailing address in Malaysia, to ensure that the new issued RHB Debit Card/-i can be securely delivered to you. You will need to activate your RHB Debit Card/-i by creating your own personal 6-digit PIN for the said RHB Debit Card/-i prior to any usage.

ix. RHB reserves the right to perform further verification on you for eKYC purposes for up to seven (7) working days after the successful opening of the account.

x. In the event of unfavorable results as a result of the said further verification stated in Clause (ix) above, we regret to inform that 'Debit Not Accepted' will be tagged to your account which will restrict any debit transactions from your account and notify you via SMS, email, or any other means of communication which RHB may select, of such tagging of the account. Please visit the nearest RHB branch to perform verification. You agree that the aforesaid right to tag your account as 'Debit Not Accepted' shall be without prejudice to the right of RHB to tag the said account for other reasons as stated in the terms and conditions governing the Deposit Account/-i.

xi. All successful Current Account/-i or Savings Account/-i on boarded online will have a limit of all debit transaction (i.e ATM withdrawal, online transfer, etc) of RM5,000 per day. A new limit will be refreshed after 12 midnights. Customer may walk in to any RHB branch to perform full verification and uplift the RM5,000 transaction limit.

3. Joint Accounts

3.1 Where the Account is opened and maintained in joint or more names, the following shall apply:

i. The Accountholders are entitled to any deposit or credit balance in the joint account depending on the conditions of operating the joint account (whether a savings, fixed deposit, current or other account).

ii. The liabilities and obligations of each Accountholder shall be joint and several, and notice to one Accountholder shall be deemed as notice to all of them.

iii. We are authorised by each of the joint Accountholders to collect and accept the credit of the joint account and any cheques payable to any one of the joint Accountholders personally or to two (2) or more of the Accountholders jointly.

iv. Each of the joint Accountholders agree that we have no obligation to ensure the manner to which the funds credited in Clause 3.1(iii) above are applied or withdrawn, so long as such application or withdrawal is in accordance with the mandate given to us.

v. In the event of death of any of the Accountholders, we have the discretion to operate the joint account in the following manner:

The Account is jointly operated by the Accountholders	The Account is operated by either one of the joint Accountholders
If any one of the joint Accountholders dies, the moneys in the joint account shall be frozen. The joint account will be re-activated after we have received a letter of administration or grant of probate or land office order or order from any of the relevant authorities (whichever is applicable) in respect of the deceased Accountholder.	If any one of the joint Accountholders dies, the moneys in the joint account shall be held by the surviving joint Accountholder(s). Payment by us in relation to the balance amount in the joint account to the surviving joint Accountholder(s) shall be a complete discharge by us in respect of the joint account.
If any one of the joint Accountholders dies and the surviving joint Accountholder is a minor, the moneys in the joint account shall be frozen. We shall make the payment of moneys in the joint account to the executor or administrator of the estate of the deceased Accountholder. Payment by us in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by us in respect of the joint account.	If any one of the joint Accountholders dies and the surviving joint Accountholder is a minor, the moneys in the joint account shall be frozen. We shall make the payment of moneys in the joint account to the executor or administrator of the estate of the deceased Accountholder. Payment by us in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by us in respect of the joint account.
If all the joint Accountholders die, then the moneys in the joint account shall be frozen.	If all the joint Accountholders die, then the moneys in the joint account shall be frozen.

The Account is jointly operated by the Accountholders	The Account is operated by either one of the joint Accountholders
We shall make the payment of moneys in the joint account to the first executor or administrator of the estate of any of the deceased Accountholders. Payment by us in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by us in respect of the joint account.	We shall make the payment of moneys in the joint account to the first executor or administrator of the estate of any of the deceased Accountholders. Payment by us in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by us in respect of the joint account.

4. External Accounts

4.1 ***External Accounts*** refers to a Ringgit Malaysia Account opened with any financial institution in Malaysia:

a. by a Non-Resident:
   i. Individually;
   ii. Jointly with another Non-Resident; or
   iii. Jointly with a Resident **other than**:
      - for a joint venture in Malaysia;
      - a husband and wife; or

b. by a Resident who operates the account in trust for or on behalf of a Non-Resident.

4.2 Any payment, receipt or transfer into or from an External Account are subject to the limit as follows:

i. Up to RM10,000 per cheque;
ii. Up to RM10,000 per account per day through an ATM;
iii. Up to RM10,000 per account per day through any other electronic means, including Online Banking, RHB Mobile Banking, or any mobile payment; or
iv. Up to RM10,000 per account per day in cash deposit.

4.3 No limit shall apply for any amount of cash withdrawal over-the-counter from an External Account.

4.4 However, the limitation in Clause 4.2 above shall not apply to the exempted group as follows:

i. A consulate, a high commission and an embassy;
ii. An individual who participates in Malaysia My Second Home Programme (MM2H); or
iii. An individual who is working or studying in Malaysia including the individual's spouse, child or parent who is staying in Malaysia.

4.5 The External Account is subject to such applicable rules imposed under the FSA 2013 and IFSA 2013.

4.6 The sources and uses of funds for an external account are as per Notice 4 of the FEP Notices. Where the payment, receipt or transfer into or from an External Account exceeds the RM10,000 limit as stated in Clause 4.2, you will be required to provide us with additional supporting document(s) and/or information in relation to, among others, the purpose of the transaction and source of funds.

4.7 You will update us with your new Passport details before or on the expiry date of your existing Passport. In the event that you fail to update us with the new passport details, we have the right with prior written notice to restrict debit transactions from your CASA/-i effective the next day after your Passport has expired.

5. Partnership Accounts

5.1 The partners shall be bound jointly and severally by these Terms and Conditions and the partnership account including the liabilities and services.

5.2 The instructions and mandate given for operation of the partnership account shall remain in full force until revoked in writing and substituted with new instructions in writing.

5.3 In the event of death of any of the partners, we shall be entitled to freeze the operation of the said partnership account and decide on the next course of action at our discretion.

6. Limited Liability Partnership Accounts

6.1 The partners shall be bound jointly and severally by these Terms and Conditions and the limited liability partnership account including the liabilities and services.

6.2 Despite any change(s) in membership of the partnership by death, bankruptcy, retirement or otherwise, we shall have the right to continue with the operations of the limited liability partnership account.

6.3 The instructions and mandate given for operation of the limited liability partnership account shall remain in full force until revoked in writing and substituted with new instructions in writing.

6.4 A "limited liability partnership" means a limited liability partnership registered under the Limited Liability Partnership Act 2012.

6.5 We shall be entitled to require the existing account maintained under the private company or partnership to be closed and a new limited liability partnership account be opened for the limited liability partnership.

7. Interest/Profit

7.1 Interest/Profit, if any, shall be paid to you by us at such frequency and at the rate determined by us.

7.2 Interest/Profit rates are subject to change from time to time at our discretion and the latest Interest/Profit rates can be viewed at www.rhbgroup.com.

7.3 We reserve the right to impose the requirement for Interest/Profit entitlement for CASA, such as the balance to be maintained in the Account that will be entitled to Interest/Profit. We reserve the right to vary the requirement for Interest/Profit entitlement by giving written notice to you pursuant to Clause 31 below.

7.4 No Interest/Profit shall be payable by us in respect of non-Interest/Profit bearing Account. Further, we shall have the right to recall or request you to refund any Interest/Profit which has been accrued or credited in respect of the non-Interest/Profit bearing Account.

7.5 Interest/Profit on fixed deposit will end on the due date.

8. Deposits and Withdrawals

8.1 Deposits and withdrawals must be made in accordance with our requirements on minimum deposits, withdrawals and minimum balances to be maintained in the Account.

8.2 When making deposits at our branches or through any of the cash and cheque deposit terminals, you are required to check that the particulars of such transactions (if provided upon completion of such transaction) are correct before leaving our premises. Any discrepancy must be reported immediately to us, failing which no liability (which is not attributable to our gross negligence, wilful misconduct, wilful default or fraud) shall be held against us.

8.3 Acceptance of cheques and other monetary instruments for the credit of the Account shall be at our discretion.

8.4 All cheques and monetary instruments received for credit of the Account are subject to collection of the proceeds.

8.5 We reserve the right to reverse payment of any moneys which are not intended for the Account or moneys for cheques or monetary instruments which have been subsequently dishonoured.

8.6 You or your authorised representative may collect from us any cheques or monetary instruments which have been dishonoured at no cost, or have it returned by post to your last known address registered with us at your own risk and expense.

8.7 Deposits and withdrawals may be made at any of our branches. We may decline to accept any deposit or permit any withdrawals whenever there is a breakdown or failure in the online computer system affecting any of our branches, whether such breakdown or failure is total or partial.

8.8 All inter branch cash withdrawals can only be made at our branches (unless specified and notified otherwise) within Malaysia, subject to our prescribed conditions (including withdrawal limits) and the production and/or the execution of such documents as we may deem necessary.

8.9 You shall ensure that there are sufficient and cleared funds in the Account to perform any transactions instructed by you unless you have made prior arrangements with us and which we have agreed to the same in writing.

9. Payments and Transfer of Funds

9.1 You must keep sufficient funds in the Account to enable us to complete any instructions to debit the Account and effect a transfer of funds.

9.2 We shall not be liable for any delayed or failed funds transfer (unless such delay or failure is attributable to our gross negligence, wilful misconduct, wilful default or fraud). It is recommended that you allow a reasonable period of time for us to effect the bill payments/funds transfers/remittances and/or notify you of any problem or restriction in effecting the same. We will only be liable for fund transfer if we have confirmed in writing to you that it has been effected.

9.3 We shall be at liberty on your behalf to use of any independent third parties in any issuance of demand drafts, cashier's orders or in effecting any other type of remittance (for example, IBG Fund Transfer and RHB-PayPal services) and shall not assume any liability for any delay, non-remittance or non-receipt of such proceeds arising on the part of such independent third parties (save and except where the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

9.4 We shall, at our discretion, determine the order or priority of fund transfers instructed by you, and may at our discretion use your overdraft facility (if applicable) to effect such funds transfers instead of another Account (if unspecified by you) and may subsequently transfer funds from any of your Accounts to cover any overdrawn amount in your current account. In addition, we shall be at liberty to effect a transfer for full settlement of all outstanding credit card payments if your credit card is cancelled.

9.5 In the event you transfer any funds from your Account to any of your other account or to any account belonging to third parties, the amount shall be automatically debited from your Account upon completion of the transaction and deemed transferred to the receiving account. You shall not be entitled to request us to refund or re-credit your Account for any reasons whatsoever.

9.6 Any instructions for fund transfers are subject to any arrangement now subsisting or which may in future subsist between you and us in relation to your Account or any banking accommodation accorded to you. In particular, we reserve the right to:

i. At any time, refuse to carry out any one or more of your fund transfer instructions (whether in relation to one-off fund transfers or standing instructions/recurring bill payments) with reason(s); and/or

ii. Impose limits, restrictions or conditions on your funds transfer (whether in relation to type, currency purpose, number or any other aspect as may be required by us or any relevant authority(ies) or payment service providers by giving twenty one (21) calendar days' prior written notice with reason(s) to you. Unless you notify us otherwise in writing during the notice period that you disagree with such limits, restrictions or conditions, the same shall be deemed to become effective and form part of the Terms and Conditions at the time of execution of these Terms and Conditions.

9.7 Below table sets out the instances of transfer of funds from a Debiting Account to a Crediting Account and illustrate when a Crediting Account constitutes a "first party transactions".

	Transfer From (Debiting RHB Bank/ RHB Islamic Bank Account)	**Transfer To (Crediting Account Opened with RHB Bank/ RHB Islamic Bank and/or Other Bank)**
Transfer to first party transactions	A (Single Account)	• A (Single Account) **OR** • All A's Joint Account (All must sign or any to sign)
	A + B (Joint Account) (Any to sign)	• A (Single Account) **OR** • B (Single Account) **OR** • A + C (Joint Account) **OR** B + C (Joint Account) **OR** A + B (Joint Account) (All must sign or any to sign)
	A + B (Joint Account) (All must sign)	• A + B (Joint Account) (All must sign)

10. Account Statements

10.1 We may send a statement of account for each of the Accounts or send a combined statement for all the Accounts. The combination of the types of accounts in the statement is subject to changes.

10.2 You are required to verify the accuracy and completeness of each statement of account received from us and inform us within fourteen (14) days from the last day of the statement of any discrepancies, omissions, inaccuracies or incorrect entries, failing which such statement of account shall be deemed correct, accurate and complete as well as conclusive and binding on you.

10.3 If you have opted for a paper based statement and the Account becomes dormant, you have the right (with prior notice given to us) to discontinue issuance of the paper based statement. You may proceed to any of our branch together with the notification received on the dormant status to obtain the paper based statement from our branch.

11. Conduct and Closure of Accounts

11.1 Dormant accounts

i. Accounts with no debit and/or credit transactions within the period of twelve (12) months for retail deposit products will be deemed as dormant accounts.

ii. For account which has been classified as dormant, no credit and/or debit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting profit or Hibah (whichever applicable) into the account or debiting for fees and/or charges payable by account holder to the Bank) on the account shall be allowed unless and until the account has been reactivated.

iii. Activation for personal account can be performed at any branch and for non-personal account can be done at domicile branch only.

iv. We may also close the Account or withdraw, suspend or terminate any or all of the Services with prior written notice to you in accordance with any guidelines or rules issued by BNM or any body/association/regulatory authority or of the Bank. You acknowledge that we have the discretion not to carry out any instructions and/or suspend the use of the Account including in the following circumstances:

a. where we doubt the authenticity of such instructions; or

b. in the event of any dispute between the joint Accountholders, authorised signatories, partners (whether in respect of a conventional partnership or a limited liability partnership) or directors of a company; or

c. if we were to receive conflicting instructions from the persons listed under (b) above; or

d. if you fail to pay any fees and charges imposed by us.

v. You may terminate the Account or suspend or terminate the utilisation of any services by giving written notice to us.

vi. A service charge of an amount as may be determined and notified by us in writing will be charged if any Account is closed within six (6) months (or such other period as may be stipulated by us) from the date the Account was opened.

vii. Under the prevailing Unclaimed Moneys Act 1965 or any statutory amendments, any moneys in the Account not operated for seven (7) years including any Interest/Profit accrued to the credit of the Account must be gazetted as "Unclaimed Moneys" and shall be remitted to the Registrar of the Unclaimed Moneys and the Account will then be closed.

11.2 Our right to freeze Accounts

We have the right not to effect or carry out any transactions including the payment of any moneys, cheques or any other instruments, or any instructions for payment out of the Account and/or acceptance and/or collection of cheques, deposits of moneys or any other instruments, or any instructions to effect receipt of payment into the Account upon the occurrence of any one of the following events:

i. When we are notified or become aware that the Accountholder committed an act of bankruptcy, and/or a petition for winding up or for bankruptcy has been presented against the Accountholder, and/or any one or more of the Accountholders or its directors, who are signatories to the Account are adjudicated as bankrupt, and/or upon us being notified or becoming aware of any notice under Section 465 of the Companies Act 2016 (*Circumstances in which company may be wound up by Court*), being presented against the Accountholder;

ii. When we are notified and/or requested by any authority including BNM, the Royal Malaysia Police (*Polis Diraja Malaysia*) or any other statutory or regulatory authorities whether local or international ("**the Authorities**") to so refrain from performing any transaction under the Account;

iii. If we, the Royal Malaysia Police (*Polis Diraja Malaysia*) and/or the Authorities conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Account, misuse or suspicion of any misuse of the Account or any fraudulent transaction(s) in respect of the Account including the depositing of cheques which you are not beneficially entitled to;

iv. When we suspect any fraudulent activities involving the Account and we, in our reasonable opinion, are of the view that the information/documents provided to us for opening the Account had been found to be false and/or incorrect and/or tampered with and/or there is a misrepresentation of identity;

v. When we are made aware of the death or mental incapacity of the Accountholder, where the Accountholder is an individual;

vi. When we are made aware of any cheques and/or monetary instruments and/or sums that have been credited into the Account are as a result of any forged and/or tampered instruments and/or instructions and/or fraudulent transactions, with or without your involvement;

vii. When we have been notified or become aware of any opposing or adverse or conflicting claims by any partners, directors, shareholders or members or the other joint Accountholder(s) or by any persons alleging to be partners, directors, shareholders or members in relation to any Account of a partnership, limited liability partnership and/or company or the Account of any other organisations, bodies or committees which have legal status, pertaining to the proceeds or balances of such Account or the operation of such Account or the operational mandate.

11.3 Reactivation of Accounts

We may consider uplifting the frozen accounts in respect of Accountholder's mental capacity subject to the following:

i. We are ordered by the court to allow Accountholder's personal representative to operate the Account and Accountholder must provide the Bank with a copy of the said court order; or

ii. We are satisfied that the state of Accountholder's mental capacity does not affect the Accountholder's ability to operate the Account and we may request for a copy of medical report.

11.4 Set-Off and Consolidation

We have the right with prior written notice of not less than seven (7) calendar days in the manner prescribed in Clause 22 below to combine or consolidate the activated Account with any or all other accounts maintained by you with us to set off or transfer any sums standing to the credit of any such account including joint accounts against the sums owing to us towards the satisfaction of any or all liabilities to us, whether such liabilities be actual, contingent, primary, collateral, several or joint.

Where the credit balances and the sum owing are in different currencies, we may convert one currency to another at the conversion rate to be determined and notified by us in writing.

Our rights set out here shall not be affected by your death, insanity, bankruptcy, insolvency, composition with other creditors or any legal proceedings against you.

11.4 Fail to fund initial deposit

System will auto close the CASA/-i if there is no initial deposit within sixty-two (62) days from the date of account opening.

C. CARDS

12. Use of Debit Card

12.1 If you are aged eighteen (18) years and above, you must complete the provided application form and submit the completed application form to us or our appointed nominee(s) or appointed agent(s) together with a photocopy of your identification card (front and back portion), the Bank CASA passbook or statement with account number and all other documentation and payment as specified in the application form.

12.2 If you are aged between twelve (12) years to seventeen (17) years, you must complete the provided application form (with the indemnity clause signed by your parents or legal guardian) and submit the completed application form to us or our appointed nominee(s) or appointed agent(s) together with a photocopy of your identification card (front and back portion) and parent/legal guardian's identification card (front and back portion), the Bank CASA passbook or statement with account number and all other documentation and payment as specified in the application form.

12.3 Upon receiving the Card, you shall immediately sign at the relevant signature panel on the Card. By using the Card, you agree to be fully bound by the terms and conditions relating to the Card (as may be varied by us from time to time by giving twenty one (21) calendar days prior written notice with reason(s)).

12.4 For the purpose of effecting ATM and MyDebit transactions with the Card, we will issue a PIN and present it to you at your own risk. The PIN is strictly confidential and should not be disclosed to any person under any circumstances or by whatever means.

12.5 The Card is valid only until the Validity Date. Upon the expiry of the Validity Date, you shall cut the Card in half across the magnetic stripe and chip ensuring it is completely damaged and return the destroyed card to us for a new Card, which shall be issued at our discretion.

12.6 The Card is a Debit Card for which the Account will be debited when purchases are made using the Card. The Card can be used to purchase goods and services in Malaysia and overseas at participating merchants for so long as there is the equivalent amount of cash balance in the Account at the point of sale. You are responsible to ensure that there is sufficient cash balance in the Account prior to using the Card to purchase goods and/or services. Such purchases are subject to a maximum limit of the amount available in the Account.

12.7 All overseas or card not present transactions will be blocked by default unless you have opted in for the overseas or card not present transactions.

12.8 You may use the Card in Malaysia at any of our ATMs or at any other ATMs that display MEPS ONLY for the withdrawal of cash from the Account. However, you may use the Card outside of Malaysia at any ATMs that display Visa or MasterCard or Visa Plus or Cirrus for the withdrawal of cash from the Account.

12.9 All transactions on Debit Card are subject to the respective ATM daily withdrawal limits and Debit Card daily purchase limits.

D. SERVICES

13. Phone Banking Services

13.1 Phone Banking service will be available to you twenty four (24) hours subject to any instructions or notifications regarding the access and use of the services issued by us from time to time. Some or all of the Phone Banking service that may be accessed through the telephone may not be available at certain times due to routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances beyond our control. We make no warranty that the Phone Banking service (or any part of the Phone Banking service) provided via the telephone will be available at the times stated in these Terms and Conditions.

- Level 1 Services – Inquiries regarding products, services and rate
  Without in anyway restricting or limiting our rights arising from the Phone Banking Services, Level 1 Services are available to you.

- Level 2 Services – Inquiries regarding credit card balances, credit card activation and PIN change for credit card
  Without in anyway restricting or limiting our rights arising from the Phone Banking Services, Level 2 Services are available to you if you have an existing Account with us and which Account is valid whenever the Services is accessed and/or used.

13.2 The above eligibility criteria for access and use of the Phone Banking services are not exhaustive and do not in any way restrict us from imposing from time to time additional criteria and other requirements or to amend or vary the above eligibility criteria for access and use of the Phone Banking service at our discretion, by giving twenty one (21) calendar days' prior written notice with reason(s) to you.

Account Enquiries and Rate Inquiries via Phone Banking Service

13.3 Unless reflected in your periodical statement of Accounts, you agree and acknowledge that the credit card balance in your Account which is reported to you via the Phone Banking Service shall

not for any purpose be taken by you as being conclusive and shall not include any payment(s) which has/have not been verified by us.

13.4 Any exchange rate or Interest/Profit rate quoted by us in response to your telephone request and/or instructions either electronically or via Customer Service Agents is for reference only and shall not be binding on us unless subsequently confirmed by us for the purpose of a financial transaction. Such confirmed exchange rate or Interest/Profit rate shall be binding on you, despite different exchange rate or Interest/Profit rate might have been quoted by us at the relevant time through other means of communication.

13.5 For all inter-country transactions, the exchange rate shall be the prevailing exchange rate on the day the transaction is conducted in Malaysia. Our statement of the applicable exchange rate shall be deemed binding and conclusive.

14. RHB Online Banking

14.1 RHB Online Banking Terms and Conditions can be viewed at https://www.rhbgroup.com/-/media/Files/others/terms-conditions/RHB-Online-Banking-TnC-Eng.pdf to be read in conjunction with our terms of access and the Terms and Conditions in the Personal Banking Standard Terms and Conditions.

15. Cheque Deposit Machines or Deposit Boxes

15.1 We are authorised to accept the depositing of cheque(s) into the Account by way of cheque deposit machines/fast cheque deposit boxes provided by us accompanied with the prescribed envelope and/or deposit forms provided by us (if applicable).

15.2 Any receipts printed by the cheque deposit machine/fast cheque deposit boxes shall constitute sufficient evidence that the cheque(s) was/were deposited in the said machine.

15.3 You shall not hold us responsible or liable if any cheque(s) was/were not enclosed in the prescribed envelope or the deposit form was not filled out in full with the relevant information or if the prescribed form is wrongly filled out with the incorrect account number, name or otherwise or if the account number, name or amount is wrongly keyed in on the cheque deposit machine/fast cheque deposit boxes.

15.4 We have the right to exercise our discretion whether or not to collect the cheque(s) deposited through the cheque deposit machines/cheque deposit boxes, where applicable, where:

i. the said cheque(s) are not accompanied by the prescribed envelope and/or the cheque deposit slip; and/or
ii. the name and/or the account number of the payee is not written or filled out on the cheque deposit slip and/or on the back of the cheque(s); and/or
iii. the envelope is not sealed; and/or
iv. the cheque(s) is/are not deposited into the relevant boxes; and/or
v. there are discrepancies between the name and account number on the cheque deposit slip and the cheque(s) that is/are being deposited or the account number, name and/or amount is wrongly keyed in on the cheque deposit machine or the cheque is a “Cash” cheque.

16. IBGs, FTTs and Remittances

16.1 We shall be at liberty on your behalf to make use of any of our branches, correspondents, agents, subagents or other agencies in issuing the demand draft, cashier's order, IBG or affecting our telegraphic transfer pertaining to this application. All the existing permitted banking charges and fees will be deducted from the amount remitted.

16.2 Encashment of the demand draft or payment of the transferred fund is subject to any rules and regulations of the country where the draft is to be encashed or payment is to be made.

16.3 A request for a replacement of the demand draft, cashier's order or IBG before the expiry date or a refund of the transferred fund by us is subject to our discretion and the compliance of these Terms and Conditions. We reserve the right to impose a fee on any cancellation/refund of the remittance item and the amount is subject to changes with twenty one (21) calendar days' prior written notice with reason(s) to you.

16.4 For transfer of funds via RENTAS (Real Time Electronic Transfer of Funds and Securities) only

i. We reserve the right to impose an administrative cost for any request made by you to correct/retract payments (on best effort basis) through RENTAS.
ii. All charges imposed by the receiving bank for rectifying and/or returning RENTAS payments with incorrect/insufficient payment details shall be borne by you. The present administrative charge under the RENTAS operational rules is RM200 which may be amended from time to time with twenty one (21) calendar days' prior written notice with reason(s) to you.

16.5 FTT Terms and Conditions can be viewed at https://www.rhbgroup.com/files/others/terms-conditions/Telegraphic_Transfer_Terms_and_Conditions.pdf

17. Western Union® Money Transfer[SM] Service

RHB WESTERN UNION® MONEY TRANSFER[SM] SERVICE IS PROVIDED ON THE FOLLOWING TERMS AND CONDITIONS

17.1 RHB Western Union® Money Transfer[SM] transactions can be sent and picked up at most locations of Western Union® service providers in Malaysia ("**Service Providers**") and Western Union agents, including those outside Malaysia ("**Agents**").

17.2 You may call the Western Union Customer Service number listed at www.westernunion.com for the address and opening hours of nearby locations. Some locations are open twenty four (24) hours.

17.3 Regular money transfers are usually available within minutes for pick up by the receiver, subject to the opening hours of the receiving Service Provider/Agent location. The account-based money transfer services are available upon request to limited countries/territories. Account-based transfers generally take up to five (5) Business Days, though transfers to mobile wallets are often available within minutes.

17.4 Exceeding amount limitations, regulatory restrictions or other restrictions in certain countries/territories may delay the transaction. Western Union does not act as the agent or representative of any bank for any purpose and does not accept deposits on behalf of any bank.

17.5 Money transfers will normally be paid in cash. However, some Service Providers/Agents may pay by cheque, or a combination of cash and cheque, or may offer or the receiver may choose other ways to receive funds and some money transfers may be paid to accounts.

17.6 All cash payments are subject to availability, and the receivers showing documentary evidence of their identity and providing all details about the money transfer required by Western Union, including sender's and receiver's names, country/territory of origin, approximate sum, Money Transfer Control Number (MTCN) and any other conditions or requirements applicable at the Service Provider/Agent location. The sender authorises Western Union to honor the receiver's choice of method to receive funds even if it differs from the sender's.

17.7 Cash money transfers shall be paid to the person that the Service Providers/Agents deem entitled to receive the transaction after verification of identity often through examination of identification documents. Such payment can be made even when the form filled out by the receiver contains minor errors. Neither RHB, Western Union nor its Service Providers/Agents carry out a comparison of the "To Send Money" form against the "To Receive Money" form to verify the address given for the receiver.

17.8 In some locations the receiver may be required to provide identification, a test question answer or both to receive funds in cash. Test questions are not an additional security feature and cannot be used to time or delay the payment of a transaction and are prohibited in certain countries/territories.

17.9 Applicable laws prohibit money transmitters from doing business with certain individuals and countries/territories. Western Union is required to screen all transactions against the lists of names provided by the governments of the countries/territories in which Western Union does business, including the United States Treasury Department's Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, Western Union will research the transaction to determine if the name matched is the individual on the relevant list. On certain occasion, customers are required to provide additional identification or information, which may delay the transactions. This is a legal requirement for all transactions processed by Western Union (inclusive of transfers that originate and terminate outside of the United States).

17.10 TRANSFER FEES - Written information explaining how Western Union charges the sender for making a money transfer will either be displayed prominently at the Service Provider/Agent location or shown to the sender prior to completion of the payment order. Unless the applicable laws in the destination country/territory requires otherwise, the sender will bear all fees for the money transfer. In certain cases, payment of a money transfer may be subject to local taxes and service charges.

17.11 FOREIGN EXCHANGE - Money transfer payments will normally be made in the currency of the destination country/territory (in some countries/territories payment is available only in United States dollars or other alternate currency). In addition to the transfer fee applicable to each transfer and if the currency which the sender presents to a Service Provider/Agent is not the currency to be received by the receiver, all currency is converted at Western Union's then current rate of exchange. The currency will be converted at the time of transfer and the receiver will receive the foreign currency amount shown on the transaction form. In a few countries/territories local regulations require the currency to be converted at the time the receiver is paid, in which case the exchange rate and any amounts shown on the transaction form may be subject to exchange rate fluctuations between the time of transfer and the time the receiver collects the funds.

17.12 Western Union calculates its rate of exchange based on commercially available interbank rates plus a margin. Most rates of exchange are adjusted several times daily in line with the relevant closing rate of global financial markets. The exchange rate applied may be less favourable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to customers and the currency exchange rate received by Western Union will be kept by Western Union (and, in some instances, its Service Providers/Agents) and us in addition to the transfer fees. Additional information about exchange rates for specific destination countries/territories can be obtained by calling us or at www.westernunion.com.

17.13 SENDING AND RECEIVING IN COUNTRIES/TERRITORIES THAT PROVIDE PAYMENT IN MULTIPLE CURRENCIES: Senders must select the currency of payment at the time the send money transaction is made. The transfer fee and the money RHB and Western Union (or its Service Providers/Agents, Mobile device or account provider) make when Western Union (or its Service Providers/Agents, Mobile device or account provider) changes the funds into foreign currency may vary based upon the payment currency selected. In some countries/territories, it is possible to decide to receive the funds in a currency different from the one that the sender selected. Western Union (or its Service Providers/Agents, Mobile device or account provider) may make additional money when your funds are converted into the currency selected by the receiver.

SPECIAL SERVICES

17.14 TELEPHONE NOTIFICATION to the receiver that the money transfer is available for pick up is offered in most countries for an additional fee. MESSENGER DELIVERY of a cheque or a bank draft is available in some countries/territories to selected destinations for an additional fee. SUPPLEMENTAL MESSAGES may be included for an additional fee with money transfers sent to most countries/territories.

17.15 SMS – Where available, Western Union offers free SMS notification to indicate that the transaction has been collected by the receiver (for the sender) or that funds are available for collection (for the receiver). Charges applied by the SMS service provider are the exclusive responsibility of the sender or receiver. If permitted by applicable law, the SMS will be sent to the sender's and/or receiver's mobile number they have provided. Western Union will send SMS messages to a third party gateway for delivery. Western Union is not responsible for undelivered SMS or technical malfunctions that occur outside of its proprietary systems.

17.16 ACCOUNT BASED TRANSFERS – Where available, the receiver may incur additional fees for receiving the sender's funds through a Mobile device or to a bank or other account. Transfers should be sent to a local (receiver) currency account, otherwise the receiving bank may convert the funds at its own exchange rate or reject the transaction. The receiver's agreement with its Mobile device service, mWallet, bank or other account provider governs the account and determines their rights, liability, fees, funds availability and account limitations. In the event the account number provided (including Mobile device numbers for mobile accounts) does not belong to the named receiver, the transfer will be credited to the account number provided by the sender. RHB and Western Union may make money from fees associated with use of an account. Neither RHB nor Western Union accepts no responsibility to the sender nor to any Accountholder for any fees, exchange rates used for conversion to non-local currency, acts or omissions of the destination or intermediary financial service providers.

17.17 REFUND - RHB will refund the principal amount of a money transfer (at the applicable exchange rate described herein in effect at the time the refund is made) upon the written request of the sender if payment to the receiver is not made or credited within forty five (45) days. Transfer fee refunds are made upon the sender's written request if the money transfer is not available to the receiver within the time specified for the selected service, subject to the business hours of, and availability of funds at, the location selected for payment and other conditions, including conditions beyond the control of Western Union or its Service Provider/Agents, such as inclement weather or telecommunications failure. Transfer fees are not refunded if the transfer is stopped at the sender's request. Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws. To the extent allowed by law, Western Union may deduct an administrative charge from money transfers that are not picked up within one (1) year of the send date.

17.18 LIABILITY – NEITHER RHB NOR WESTERN UNION GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICES PAID FOR BY MEANS OF A MONEY TRANSFER. THE SENDER'S TRANSACTION DATA IS CONFIDENTIAL TO HIM AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN HIS RECEIVER. THE SENDER IS CAUTIONED AGAINST SENDING MONEY TO ANY PERSON HE DOES NOT KNOW.

YOU SHALL BE LIABLE TO AND FULLY INDEMNIFY RHB, WESTERN UNION OR ANY OF ITS SERVICE PROVIDERS/AGENTS AGAINST ANY CLAIMS, LIABILITY, PENALTIES, PROCEEDINGS, LOSSES, SUITS, DAMAGES, EXPENSES AND COSTS (INCLUDING LEGAL COSTS) INCURRED AND/OR SUFFERED BY RHB, WESTERN UNION OR ANY OF ITS SERVICE PROVIDERS/AGENTS (UNLESS THE SAME IS ATTRITUTABLE TO RHB's, WESTERN UNION'S OR ANY OF ITS SERVICE PROVIDER'S/AGENT'S GROSS NEGLIGENCE, WILFUL MISCONDUCT, WILFUL DEFAULT OR FRAUD) ARISING FROM:

i. THE SENDER COMMUNICATES TRANSACTIONAL DATA TO ANY PERSON OTHER THAN HIS RECEIVER;
ii. DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR NON-DELIVERY OF ANY SUPPLEMENTARY MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR EMPLOYEES OR AGENTS OR OTHERWISE, BEYOND THE SUM EQUIVALENT TO US$500 (IN ADDITION TO REFUNDING THE PRINCIPAL AMOUNT OF THE MONEY TRANSFER AND THE TRANSFER FEE);
i. ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES;

ii. TRANSFER OR DISCLOSURE OF INFORMATION (AS DEFINED BELOW) WHETHER BY REASON OF ANY MISSTATEMENT, OMISSION, DELAY OR ANY OTHER MATTER IN CONNECTION THERETO WHATSOEVER.

17.19 When a Service Provider/Agent accepts a cheque draft, credit or debit card or other non-cash form of payment, neither RHB, Western Union nor the Service Provider/Agent assumes any obligation to process or pay the money transfer if the form of payment is uncollectible, nor do RHB, Western Union or its Service Provider/Agent assume any liability for damages resulting from nonpayment of the money transfer by reason of such uncollectibility. RHB reserve the right to change these terms and conditions or the offered service by giving twenty one (21) calendar days' prior written notice with reason(s) to you. RHB, Western Union and its Service Providers/Agents may refuse to provide service to any person.

17.20 DATA PROTECTION – Your personal information is controlled by and processed by us and Western Union under applicable laws. We use the personal information you provide to us when using our products and services, as well as other information that is collected or generated during our relationship with you. This includes information from other services like money transfers, bill payments, loyalty or membership program details, previous use of our services history, and marketing choices. This information is used to provide you with the services you have asked for and for activities such as administration, customer service, anti-money laundering, compliance and legal duties, to validate your details, to help us understand our consumers by doing analysis and research of the information we hold, to help prevent and detect fraud, debt and theft, to help us improve our products, services and operations, and, subject to your choices, send you commercial communications by email, telephone, post, SMS and by any other relevant channels.

17.21 RHB and Western Union may use, collect from and share with other businesses that work with us, information from other products and services and convenience and/or rewards programs for which you have registered. This information may be used for any of the purposes in this section.

17.22 We will hold and retain the information that you give us about another person including the details of the receiver of our services in order to execute the transaction. Prior to providing this information you are obliged to notify and secure authorisation from the other person on our use of this information as set out in this section. The provision of this information is optional information, but needed to execute the transaction and provide these services to you. Without it, RHB and Western Union are unable to execute the money transfer or payment service, facilitate convenience activities or other requested services.

17.23 We may provide the information we hold to parties located in countries/territories other than the country in which the information originally was collected or created, including to Western Union affiliates in the United States, for the purposes set out in this section. The categories of personal information transferred include contact details, information relating to the money transfer, transaction history, compliance information and any other information supplied by you.

17.24 We may also provide the information to other organisations and authorised service providers, including those that help us run our business, if there is a reasonable need to do so, to carry out or aid the money transfer, future services, or for any of the reasons or uses set out in this section. We may add to information you provide with information from other businesses or individuals, including information to validate the accuracy of your information provided by you.

17.25 RHB and Western Union (and global affiliates) may disclose your personal information, including your name, customer ID number, address and bank account information, (i) if we are required to do so by domestic or foreign law or legal process or (ii) to law enforcement authorities or other government officials (including those in this country/territory, the United States or elsewhere) for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.

17.26 The Information we hold may be accessed by RHB, Western Union and our affiliates including any authorised third party services providers for any of the reasons set out in this section or for other purposes to which you have agreed.

17.27 You have a right to ask us to see and get a copy of your information for which we may charge a small fee. You can also correct, erase or limit our use of the information which is incomplete, inaccurate, or out-of-date. You may object at any time on legitimate reasons to the use of your information, where the processing is not required to complete the service, or required by a law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from us, please contact RHB or Western Union.

17.28 CONTRACT AND CUSTOMER RELATIONS - Our contract is with the sender. We have no obligations to any other party, such as a party the sender sends funds on behalf of. If you are not satisfied with the service you should contact us. A representative will investigate your concerns fairly and speedily.

17.29 The RHB Western Union® Money Transfer℠ Service is provided by RHB and supported outside of Malaysia by Western Union International Limited through a network of authorised Service Providers/Agents and representatives.

E. GENERAL

18. Fees, Charges and Taxes

18.1 We are entitled, from time to time, with a minimum of twenty one (21) calendar days' prior written notice with reason(s) as prescribed in Clause 18.8 below, to levy such fees and charges, or vary existing fees and charges, for the access and/or use of the Service or items provided in the Website, in accordance with any applicable rules, regulations or other directives imposed by any relevant authorities. Continued access and use of the Service or Product or items provided in the Website shall be considered your acceptance of such fees and charges.

18.2 The fees and charges stated above relate only to the access and use of the Service or Product or the Website. You may also be liable for any other fees or charges imposed by us for transactions and instructions made under or pursuant to this Service or Product or the Website (including the charges, Interest/Profit charges, etc.) and which are payable to us under these Terms and Conditions or under any other applicable agreements, terms, conditions or procedures determined and notified by us in writing from time to time.

18.3 You further agree to pay all taxes, levies, stamp duties and governmental charges which arise from the access and use of the Service or Product or the Website.

18.4 Please be reminded that we have the right, with a minimum of seven (7) calendar days' prior written notice to you, to debit your Account(s) for all fees and charges for the access and use of the Service or Product or the Website, and any governmental fees, taxes, levies and/or stamp duty, and also any other fees and charges payable on the transactions performed by you from time to time.

18.5 Please also be reminded that in the event the Account is overdrawn as a result of our exercise of our right to debit the Account, the amount for which the Account is overdrawn including interest and/or any other bank, administrative or other charges imposed by us is a debt due and payable to us, which may attract the usual overdraft facility interest and penalty rates (where applicable).

18.6 We have the right, with a minimum of seven (7) calendar days' prior written notice to you, to impose and deduct from your Account the following:

i. costs, fees and charges, including the usual bank charges, commissions, stamp duty on the transactions performed and for the services provided by us at such rates as may be applicable from time to time;
ii. any service charges on your Account and on the services in accordance with the rules of any body/association/regulatory authority or the Bank;
iii. withholding or other taxes, levies or charges whatsoever chargeable on or for any transactions or services or on any amount or interest (where applicable) due to you now or in the future imposed by law or required to be charged; and
iv. all legal expenses incurred for the recovery of any of your indebtedness under any credit facilities or account with us.

18.7 If deductions cannot be made, such sums with interest (where applicable) thereon at the rate determined and notified by us in writing (to be calculated from the date such sum is incurred by us) shall be paid to us when requested.

18.8 We have the right to impose and/or vary such fees and charges from time to time by giving written notice to you at least twenty one (21) calendar days with reason(s) prior to the effective date of implementation. Further, any change in interest/profit rate will be notified prior to the effective date of implementation with reason(s). At our discretion, notice of such additions or amendments or variations may be effected in the manner prescribed in Clauses 22 and/or 31 below.

18.9 Details of our fees and charges can be accessed from our Website at www.rhbgroup.com and you agree to be bound by our fees and charges, which form part of these Terms and Conditions. Our fees and charges are also available on request from our branches or any other delivery channel of the Bank.

18.10 You shall bear all professional fees, taxes (including service tax or sales tax), and out-of-pocket expenses incurred and any other fees, expenses or recourse in respect of the Account.

18.11 Service fee on hardcopy Current Account statement will be charged RM1 per month.

18.12 Service fee of RM10 per request and RM2 per page will be charged if the additional statement requested is within one year from the request date or RM20 per request and RM2 per page if the additional statement requested is more than one year from the request date.

19. Waiver

19.1 If we fail to or neglect to enforce any terms, provisions or remedies under these Terms and Conditions or otherwise in relation to the Account and/or Service for whatever reason, we shall neither be construed as having waived our rights to any preceding, continuing or subsequent breach of the same or any other provisions stated in these Terms and Conditions.

20. Representations and Warranties

20.1 Except as specifically provided within these Terms and Conditions and to the fullest extent permitted by law, you understand and agree that the use of the Services and all information, products and other Content (including that of third parties) included in or accessible from the Services is at your risk and is made available to you strictly for your personal access and use. The Services is provided on an "as is" and "as available" basis.

20.2 You agree that you have read and fully understood the information provided and risks involved in these Terms and Conditions. You are advised to consult your own investment, financial, tax or legal

advisers before making your independent decisions regarding the information referred to in these Terms and Conditions.

20.3 You agree that you have placed no reliance on any representation, warranty or guarantee made by us save and except for those representations, warranties or guarantees which have been expressly stated under these Terms and Conditions.

20.4 This Clause 20 shall survive the expiration or termination of these Terms and Conditions for any reason.

21. Indemnity and Limitation of Liability

21.1 You shall be liable to and fully indemnify us, our employees and agents against any claims, liability, penalties, proceedings, loss, suits, damage and costs (including all legal costs) incurred and/or suffered by us (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud) arising from:

i. the access granted to the Services provided by us;
ii. us enforcing any of our rights against you;
iii. our acceptance of any instruction and/or notice given by you to us (even if such instructions may be fraudulent or unauthorised);
iv. the result of the rectification, return or refund of payments by the receiving bank pursuant to the request of us/you or otherwise in enforcing the terms of the indemnity obligations for remittance, FTT and IBG;
v. any act or omission or misuse or the breach of any of these Terms and Conditions by you in respect of the Services provided;
vi. any intellectual property right or proprietary right infringement claim made by a third party against us in connection with your use and access of the Services and/or purchase of product; and/or
vii. our complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings actions or claims other than that of a court and which are applicable to or directed to or in any way related to you, and/or the Account of whatsoever description which is/are maintained with you, and/or any information particulars or matters contained in the Account.

21.2 For the purpose of opening Minor Account/-i and/or issuing of Debit Card/-i whose applicant is a minor, aged between twelve (12) years old and eighteen (18) years old:

i. the parents or lawful guardians shall be liable to and fully indemnify us, our employees and agents against any claims, liability, penalties, proceedings, loss, suits, damage and costs (including all legal costs) incurred and/or suffered by us (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud) by reason or on account of the use of the Minor Account and/or Debit Card/-i by the minor; and
ii. the personal information of the parents or lawful guardians of the minor applicant shall be kept by us.

21.3 The indemnity shall be valid and enforceable during the continuance of the Minor Account and shall continue to remain enforceable up to six (6) months after the eighteenth (18th) birthday of the minor and shall be binding on parent or lawful guardian.

21.4 You shall discharge us from all liabilities whatsoever and howsoever which shall have arisen directly or indirectly out of or in connection with the access to, maintaining of, any use or purported use whatsoever of our Services/facilities and/or the Card/PIN/Password by you or any other person or as a result of any act or omission or the breach of any of these Terms and Conditions by you.

21.5 In the event that we incur liability at your request, we shall have the right to keep possession over any funds, securities, moneys standing to your credit and other valuables deposited with us or to be deposited with us (whether deposited by way of security, safe custody or for any other specific purpose) belonging to you. We shall have the right to retain such funds, securities, moneys and other valuables or any part of the same and even dishonour any cheques drawn or any withdrawals made by you from the Account until the liability is settled.

21.6 We shall not 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 you by reason of any delay in performance or non-performance or breach of any of our obligations whether arising from any breach of these Terms and Conditions or howsoever (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

21.7 Where it involves executing the application with regards to IBG, Remittance and FTT, we or any of our correspondents or agents shall not be held liable for mutilation, interruptions, omissions, errors, delays or from its misinterpretation when received through wire, cable, telex or mail or through any cause (unless the same is attributable to our or any of our correspondent's or agent's gross negligence, wilful misconduct, wilful default or fraud). We may send any message relative to this transfer in explicit language, code or cypher as we deem fit. For IBG instructions, the account number will be the point of reference between the originating bank and receiving bank.

21.8 You are required to declare that all information given and communications, either in written and/or signed document and/or electronically transmitted through the RHB Online Banking and/or the RHB Mobile Banking service, is true and correct and in compliance with the Central Bank of Malaysia Act 2009 and the FSA 2013 or the IFSA 2013.

21.9 Our records of all and any communications by you, including during or pursuant to the use and access to the RHB Online Banking and/or the RHB Mobile Banking service in any form or medium (including electronic information storage media) shall be accepted as conclusive evidence.

21.10 You shall also be fully responsible for any inaccurate, untrue or incomplete information provided as we are authorised to disclose the information available to Bank Negara Malaysia in compliance with the Central Bank of Malaysia Act 2009 and the FSA 2013 or the IFSA 2013.

21.11 This indemnity shall continue regardless of the termination of any Service and/or closure of the Account.

22. General Notices

22.1 Unless stated otherwise in these Terms and Conditions, we may at our discretion give any communication or notice to you through any modes or methods as we deem appropriate including by post, by notification in the mass media, by posting the notice in our branches, by inserting the notice into the periodic statement of account, by electronic transmission (including via facsimile, M obile devices, other devices or the internet) or by posting at our Website or at ATM or other terminals under our control.

22.2 Such notices or communications from us shall be deemed to have been made on the date stipulated in the notice or publication and/or the date of posting to your last known address and/or sending or transmitting to your facsimile number, Mobile device number, email or other address registered with us (unless there is contrary evidence that such notice or communication was in fact not received).

22.3 All notices or communications from us, including emails and any attachments in it, may be confidential and are intended solely for use by the intended recipient. If you are not the intended recipient of the notice or communication, you must neither take any action based upon its contents, nor copy or show it to anyone.

22.4 Electronic communications cannot be guaranteed to be secure or virus-free. We will not be liable for any loss or damage suffered or incurred by you as a result of such events (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

23. Instructions and Notices on Accounts

23.1 All notices given by you to us must be in writing and signed by you and sent to the branch where the Account is maintained. Any such notices shall be effective only when we have acknowledged receipt of such notices.

23.2 You agree that any instructions relating to any change or amendment including change to the mandate of the Account shall only be effected by us at least seven (7) Business Days from the date of receipt of the written instruction.

23.3 Acceptance and action by us of any instructions from you shall be subject to any terms and conditions determined by us.

23.4 You undertake to promptly advise us of any changes that may directly or indirectly affect the operation of the Account including change of your name, address, contact details or other particulars by giving written notice to us, failing which we shall be entitled to rely on the last known particulars registered with us.

23.5 If there are any updates/changes that affect your tax residency/FATCA/CRS status, you agree to notify and furnish RHB Banking Group with relevant foreign Taxpayer Identification Number (TIN) and/or documentary evidence within thirty (30) days or any reason that causes the information to become incorrect or incomplete, and to provide suitable updated self-certification and declaration within ninety (90) days of such change. Further, you consent to and authorise RHB Banking Group to perform any of the following, if applicable:

i. Withhold any applicable payments in the Account(s);
ii. Report/disclose/exchange any information/documents relating to your Account(s)/affairs to the Inland Revenue Board Malaysia (IRBM) or any foreign tax authorities/inland revenue authorities in compliance with any tax requirements;
iii. Terminate (with prior written notice) your contractual relationship(s) with RHB Banking Group.

23.6 All instructions by you shall remain effective for payments made or instructions carried out in good faith despite any death, bankruptcy or winding-up or the revocation of any such instructions by any means by you, until we receive written notice with documents evidencing such death, bankruptcy, winding-up or revocation.

23.7 Any payment or transfer of funds to be made or effected pursuant to any standing instructions given to us shall be subjected to such minimum balances being maintained in the Account from which the funds are to be paid or transferred as may be determined and notified from time to time by us in writing.

24. Electronic Notifications and Alerts

24.1 To receive alerts and/or notifications from us for bill pay, fund transfer, and system downtime, you are required to choose the preferred channel either via SMS, secure message and/or external email from the Username by using the 'Notification' function made available online.

24.2 You may also alert the beneficiary on the fund transfers that you have made by setting up their email and mobile number during ‘add favourite’ for fund transfers or 'open transfer' function made available via the RHB Online Banking.

25. Right to Decline Transaction

25.1 You agree that we have the right at our discretion not to accept any deposit of any money or cheques and/or allow or carry out any other transaction including withdrawals of money in respect of your Account including any transfers and telegraphic transfer of moneys from or to your Account with assigning reason to you.

26. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")

You hereby: -

26.1 Represents, warrants and undertakes with, the Bank:-

a) You have not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
b) You have not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
c) You have not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
d) You have not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
e) You will at all times comply with the Regulatory Requirements (as defined below in Clause 26.2);
f) You will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 26.2) causing legal repercussion to the Bank due to your actions; and
g) You understand that any breach(es) due to AMLA and sanction requirements are non-negotiable.

For the purpose of this Clause, the following are the definitions:

"**instrumentalities of an offence**" means:

a) anything which is used in, or in connection with, the commission of any unlawful activity; or
b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

"**proceeds of an unlawful activity**" means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

a) which is wholly or partly: -
   (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
   (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
   (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

"**property**" means:

a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller's cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

"**unlawful activity**" means:

a) any activity which constitutes any serious offence or any foreign serious offence; or
b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

"serious offence" means:

a) any of the offences specified in the Second Schedule of AMLA;
b) an attempt to commit any of those offences; or
c) the abetment of any of those offences;

"**transaction**" includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.

26.2 acknowledges and agrees with the Bank that:-

a) the Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013, Islamic Financial Service Act 2013, to which the Bank as a licensed financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");
b) the Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
c) if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the Account opening application and/ or the operations of the Account(s) for the product and services under the Personal Banking Standard Terms & Conditions has occurred or arisen, or the approval of the opening of Account(s) and/ or the operations of the Account(s) would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank's receipt of any alert or positive name match from the relevant checks conducted on the Customer and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Personal Banking Standard Terms & Conditions, the Bank shall, at any time by giving 21 calendar days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-

   (i) suspend the Account(s) immediately, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
   (ii) cancel/ close the Account(s) and terminate its relationship with the Customer, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.

d) If the Account(s) opening application and/ or the operations of the Account(s) is cancelled/ terminated by the Bank pursuant to their compliance to Regulatory Requirements: -
   (i) no utilisation or further utilisation under the Account(s) and/ or the operations of the Account(s) shall be made allowed; and
   (ii) the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Personal Banking Standard Terms & Conditions, the applicable laws or otherwise;
e) You shall provide all such documents and information as the Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;
f) the Bank shall be entitled to stop all services to be performed and received under the Personal Banking Standard Terms & Conditions, until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

F. INFORMATION, CONSENT, DECLARATION AND PRIVACY NOTICE

27. Information

27.1 You must immediately notify us if you are aware that any of the information that you have provided to us has changed or is incorrect or misleading.

27.2 Where laws and regulations allow, you consent to our seeking any information concerning you with any credit bureau or credit reference agency.

27.3 You represent and warrant that:

i. You have the power and all necessary authorisations to own your assets and carry on any of your business, to enter into each of the Services offered by us to you and to comply with any obligations under these Terms and Conditions;
ii. Your obligations under each of the Services offered by us are valid, binding and enforceable;
iii. All the information given by you are correct, complete and not misleading;
iv. There is no material adverse change(s) on the information provided by you to us;
v. You accept full responsibility for all transactions executed, including transactions executed through the electronic banking services and in particular for the accuracy and completeness of your instructions to us;

vi. You have to ensure that the system and any other computer system through which you will access the electronic banking services are free from any electronic, mechanical, data failure or corruption, computer viruses, malware and bugs. We are not responsible for any electronic, mechanical, data failure or corruption, computer viruses, malware, bugs or related problems that may be attributable to services provided by any internet Service Provider, network provider, server or such other equivalent system; and

vii. These representations and warranties and those stated under Clause 20 shall be adopted and remain applicable every time you apply for new Services with us. You must notify us in the event of any occurrences resulting in you not being able to truthfully repeat these representations and warranties.

27.4 Any information that we give to you is for reference purposes only. We will do the best to ensure that the information provided is accurate and complete. However, we will not be liable for the accuracy or completeness of the information given (unless such inaccuracy or incompleteness is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

28. Confirmation, Authorisation And Declaration

28.1 For All Accounts

i. You agree that we shall be entitled to impose charges for any of the Services provided to you at the rates as notified by us to you from time to time. All banking charges when due shall be debited from the Account(s) with a minimum of seven (7) calendar days' prior written notice to you.

ii. You consent to and authorise us to debit your account and return funds that were wrongly credited, if any.

iii. You agree that we reserve the right to do any or all of the following if we discover that and/or are notified of fraudulent/forged notes/cash/payment instruments/transfers or proceeds from any unlawful activity are deposited into your Account(s):

a. tag/earmark either the specific amount in question or the entire amount in the Account(s) (as the case may be) and not to allow withdrawals;

b. debit the amount from the Account(s) and/or return the funds that are deemed to arise from the unlawful activity;

c. close the Account(s) (with prior written notice); and/or

d. terminate (with prior written notice) your contractual relationship(s) with us.

iv. You agree to give written notice to us should you wish to close the Account(s).

v. You shall jointly and severally undertake to keep us indemnified against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever incurred or arising from this authorisation pursuant to these Terms and Conditions (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud) and to update us promptly and correctly of any change in the Account details, personal information (employment details, education details, source of funds, etc.) and contact information (mailing address, email address, mobile phone number, fax number, etc.) that are required for us to contact you. In the event that you fail to update us with the required and latest Account details, personal information or contact information, we have the right with prior notice to restrict debit transactions from your RHB Account.

vi. You agree that any identity authentication process shall be done via GMPC/MyKad authentication only and where applicable, including signature authentication

vii. You understand that RHB Banking Group ("Bank") will use, collect, record, store, share and/or process your personal information, including, without limitation:

1. personal information including your particulars, images and biometrics (the measurement and analysis of unique physical or behavioural characteristics (such as fingerprint or voice patterns) especially as a means of verifying personal identity)
2. financial data, tax residency
3. specimen signatures, as well as, digital or electronic signatures as defined under the applicable laws and regulations
4. financial standing, employment details, creditworthiness and/or suitability for any Bank's products/services applied for
5. personal information that you provide when you apply for any of our products and services, including your views or opinions made known to the Bank via feedback or surveys;
6. information about your risk profile, investments, tax and insurance/takaful, investment objectives, knowledge and experience and/or business interests and assets
7. information relating to your activities, habits, preferences and interests arising from the use of products and services of the Bank
8. other electronic data or information relating to you such as IP addresses, cookies, activity logs, online identifiers and location data through your usage of our products and services or as part of their delivery to you

and other information relevant to you/your application for the product and / or service which:

1. you have provided in this form or through any other contact with the Bank (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
2. has been obtained from analysis of your payment and other transactions/services within the Bank, or
3. has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations
4. has been obtained from recordings of Closed Circuit Television (CCTV) installed at our premises including the branches located within or outside Malaysia
5. has been obtained from insurance/takaful claims or other documents; and/or
6. has been supplied and/or collected when you visit the Bank websites and/or download Bank's mobile device applications which may include your device's IP address or from data that is collected via cookies.

You expressly hereby agree, consent to and authorize the Bank to disclose any information relating to you, your affairs and/or any accounts, products and/or services provided by the Bank to you to:

1. third parties such as service providers, merchants and strategic partners, contract for services (CFS) staff, auditors, legal counsel, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank.
2. the entities and/or other companies within the corporate group of the Bank
3. any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
4. any company and/or organization that assists or facilitates the processing and/or fulfillment of transactions or instructions that I/we have requested and/or given to the Bank;
5. any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the account;

for any and/or all of the following purposes, if applicable:

a. facilitating the business, operations, provision of the financial product/facilities and performance of the contract, services granted or provided by the Bank;
b. providing this product and/or service and notifying you about important changes or developments to the features;
c. updating and managing the accuracy and completeness of the Bank's records;
d. prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
e. assessment and analysis including credit, lending/financing, insurance/takaful risks and/or other risk purposes, behaviour scoring, mining, profiling, data analytics, due diligence, market and product analysis and/or market research;
f. communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
g. determining the amount of your indebtedness and recovering debt that you owe to the Bank;
h. maintaining your credit history for present and future reference;
i. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank to evaluate your transactions which are intended to be the subject of the assignment, participation or sub-participation;
j. for the Bank's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of you may be captured and may be used for the Bank's publications;
k. protecting the Bank's interests; or
l. all other purposes which are ancillary to or related with any of the above.

You understand and agree that:

1. the consent given above cannot be withdrawn where such disclosure of your information is necessary for the provision / operation of the account, product and/or service or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements in where without such information the Bank will not be able to offer product/ service requested by you.
2. Where you have provided the Bank with sensitive personal information (in particular, information consisting your physical/mental health for applications of insurance/takaful products/services), you provide consent for the Bank to process the same in the manner described pursuant to the personal data requirements under the Personal Data Protection Act 2010 and applicable guidelines including BNM Guidelines as may be issued from time to time.
3. The Bank may modify or update its Disclosure of Customer Information from time to time, a copy of which is available at www.rhbgroup.com.
4. You may exercise your options in respect of receiving marketing materials (including cross-selling, marketing and promotions) by visiting the branch or contact RHB Customer Contact Centre (03-9206 8118).

viii. By using or accepting the Services, you confirm and agree that:
   a. without affecting the applicable terms and conditions governing the relationship between the RHB Banking Group and you, you confirm that you have read these Terms and Conditions in relation to FATCA and CRS and fully understand the implications of these Terms and Conditions by which you irrevocably agree to be bound;
   b. any agreement, waiver, representation and/or confirmation given in, or to be given pursuant to, these Terms and Conditions is irrevocable;
   c. it is your responsibility to obtain independent professional advice from adequately qualified legal or tax advisors on your obligations under and the consequences of these Terms and Conditions. RHB Banking Group does not provide tax or legal advice and is unable to advise you regarding the United State's federal income tax or other tax consequences to them under your particular circumstances.
   d. in the event of any conflict or inconsistency between any of the contents of these Terms and Conditions and other terms and conditions that govern your relationship with us, these Terms and Conditions in relation to FATCA and CRS shall prevail.

ix. By accepting this Terms & Conditions, I/we warrant to RHB that:
   a. I/we will be compliant with all anti-corruption and anti-bribery laws, such as the Malaysian Anti-Corruption Commission Act 2009 and all other relevant laws and regulations relating to anti-corruption and anti-bribery as enforced from time to time;
   b. I/we have read and understood the RHB Banking Group's Anti-Bribery & Corruption Policy (available at www.rhbgroup.com) and acknowledge RHB's zero tolerance stance on corruption;
   c. I/we will ensure all business dealings with RHB Banking Group will be conducted with upmost integrity;
   d. Should I/we learn or have reason to know of any offering or solicitation of gratification such as payment, gift or other transfer of value either directly or indirectly, to any person corruptly that would violate any anti-corruption or anti-bribery laws or its other relevant regulations, I/we shall immediately disclose such activity to RHB via the Group's primary whistleblowing channel at speakup@rhbgroup.com. I/we acknowledge that all whistleblowing matters will be managed in accordance with RHB's Group Whistleblowing Policy (available at www.rhbgroup.com).

      For any additional information on RHB's anti-bribery and corruption practices, you may contact Group Integrity & Governance division of RHB via integrity.governance@rhbgroup.com.

28.2 Current Account

i. You consent to and authorise us to pay all cheques drawn on your current account and to debit your Account whether in credit or otherwise. In the case where you are a company, payment for cheques shall be in accordance with the resolution of the board of directors provided to us. It is agreed that in the absence of any special arrangement, we are not bound to honour any cheque when the Account is not sufficiently in credit.
ii. You consent to and authorise us to dishonour and return cheques which in our reasonable opinion, bear any form of alteration (whether countersigned by the drawer or otherwise).

28.3 Joint/Partnership Accounts

i. You consent to and authorise us to allow the operations of the Account as indicated in the specimen signature card.
ii. You consent to and authorise us to place all amounts from cheques and other instruments received which are in favour of all or both or any of you (as the case may be) to the credit of your joint Account. However, we reserve the right to reject at any time and for any reason whatsoever any cheque or instrument so received.
iii. In the event of death of any of the Accountholder(s), please refer to Clause 3 above.

28.4 Declaration
i. You declare that you are not an undischarged bankrupt.
ii. You undertake to do the following to enable us to comply with the AMLA and regulatory requirement/acts that are and that may be imposed from time to time:
a. declare that you will exercise due care to ensure your Account(s) is/are not used in any way to facilitate fraudulent and/or unlawful activities;
b. provide us with all relevant information and documents, as and when requested; and
c. allow us to perform any of the following (if applicable) if we are of the view that the operations of the Account(s) failed the due diligence (or enhanced due diligence, as the case may be) exercise conducted by us:
i. reject opening of any new Account(s);
ii. close the Account(s) (with prior written notice); and
iii. terminate (with prior written notice) your contractual relationship(s) with us.
iii. You acknowledge that the opening, operations, maintenance and closing of Account(s) are subject to the applicable terms and conditions governing the operation of the relevant Account(s) that you signed up for, the laws of Malaysia and other applicable regulations, notices and directives from BNM and any relevant authority(ies).
iv. You declare that the above information is complete, correct and not misleading as we will rely on the information given by you for any Services offered by us to you. You further undertake to furnish us with any updates, further information or documents requested from time to time as soon as practicable upon our request for the same.
v. You acknowledge that you have been informed of the insurability of the product/Accounts, and have received, read and understood the deposit insurance system administered by PIDM.
vi. IBG/DuitNow
a. You agree that in the event we receive a request from the originating bank for reversal of moneys transferred/credited into your Account ("**Disputed Monies**") via IBG or DuitNow, we may debit your account PROVIDED ALWAYS THAT we obtain your prior consent to debit subject to subclause (b) below.
b. If you have not given your consent to debit or in the event you are uncontactable due to any reason whatsoever within two (2) Business Days from the date we receive request from the originating bank for reversal of the Disputed Monies, we may (with written notice to you) require you to provide evidence to substantiate ownership of the Disputed Monies within ten (10) Business Days from the such date, failing which, we may debit the Disputed Monies from your Account without further reference to you.
c. Until and unless you provide your consent as per subclause (a) or evidence of ownership as per subclause (b) above, you agree that we are entitled (with written notice to you and upon receiving request from the originating bank for reversal) to hold the Disputed Monies and/or refuse any withdrawal (to the extent of the Disputed Monies) be made from your Account.
d. You agree that in the event the Bank receives request from the originating bank for reversal of authorized monies transferred/credited into your Account ("Disputed Monies") arising from any FRAUD or any SCAM via IBG or DuitNow, the Bank may debit your crediting Account or any other accounts maintained with RHB, PROVIDED ALWAYS THAT the Bank issues a written notification to you.
vii. In correspondence with the Unclaimed Moneys Act 1965 (revised 2002), the moneys in the operating Account under Automatic Renewal shall be categorized as Unclaimed Moneys if the operating account is not operated for a period of seven (7) years from the date of deposit or the date of the last transaction whichever is later.

29. Privacy Notice

29.1 You understand that we will use, collect, record, store, share and/or process your personal information, including your contact details, background information, financial data, tax residency and other information relevant to your application for the product and/or Service which:
a) you have provided in the form or through any other contact with the RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
b) has been obtained from analysis of your payment and other transactions/Services within the RHB Banking Group, or
c) has been obtained from third parties such as employers, joint applicants/Accountholders, guarantors, legal representatives, industry/financial related associations,

government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organisations;

for any and/or all of the following purposes ("**Purpose**"), if applicable:

(i) providing the product and/or Service and notifying you about important changes or developments to the features;
(ii) updating and managing the accuracy of the RHB Banking Group's records;
(iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
(iv) assessment and analysis including credit, lending, insurance risks and/or other risk purposes, behaviour scoring, data mining, data analytics, due diligence, market and product analysis and/or market research;
(v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and Services, responding to inquiries and complaints and to generally resolve disputes;
(vi) determining the amount of your indebtedness and recovering debt that you owe us;
(vii) maintaining your credit history for present and future reference;
(viii) enabling an actual or proposed assignee of RHB, or participant or sub-participant of RHB to evaluate your transactions which are intended to be the subject of the assignment, participation or sub-participation;
(ix) cross-selling, marketing and promotions of products and/or Services of the RHB Banking Group and its strategic alliances;
(x) for RHB's corporate events (including networking events, launching of products and/or Services, etc)/contests, of which photographs/ images of you may be captured and may be used for the RHB Banking Group's publications.
(xi) protecting the RHB Banking Group's interests; and
(xii) all other purposes which are ancillary to or related with any of the above

29.2 You understand and acknowledge that it is necessary for us to process your personal information for the Purpose, without which we will not be able to provide the product/Service that you have requested from us and to notify you about important changes or developments to the products/ Services.

29.3 Where you have provided us with sensitive personal information (in particular, information consisting your physical/mental health for applications of insurance products/ Services), you hereby provide us with your express consent to process the same in the manner described in this Privacy Notice.

29.4 You may exercise your options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by visiting www.rhbgroup.com or contact the Customer Contact Centre as provided in Part G below.

29.5 You understand that we may disclose your personal information (or sensitive personal information, if applicable) to other companies within the RHB Banking Group, Service Providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to us.

29.6 You further understand that you may request correction (if your personal information is inaccurate, outdated, incomplete, etc.), access to (a prescribed fee may be charged) or deletion (if you no longer have any existing products/ Services with RHB Banking Group) of your personal information or limit the processing thereof at any time hereafter by submitting such request via post or email to the address as provided in Part G below.

29.7 You acknowledge that the RHB Banking Group may modify or update its Privacy Notice from time to time, a copy of which is available at www.rhbgroup.com and that you may channel any complaints or inquiries you may have in the manner indicated above.

ACKNOWLEDGEMENT AND CONSENT

29.8 By providing your personal information and signature, you consent to us processing your personal information for any necessary disclosures and overseas transfers of your personal information to relevant third parties, for the Purpose, if applicable.

29.9 You agree to the disclosure and/or transfer of your personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses your personal information for the Purpose, if applicable.

29.10 You also represent and warrant that you have sufficiently obtained the consent of third party individual(s) (e.g. family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information you have disclosed to us to allow us to process the same in relation to the Purpose, if applicable.

[The following paragraph is only applicable to RHB Investment Bank Berhad Customer(s)]

29.11 You understand that RHB Investment Bank Berhad is regulated by Bursa Malaysia, and that your personal information may be disclosed to the relevant Bursa entity (which shall include Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, or Bursa Malaysia Derivatives Berhad, etc) (collectively, "Bursa Malaysia") for legal, regulatory and administrative purposes, if applicable.

29.12 Where your personal information is provided to Bursa Malaysia, you understand that Bursa Malaysia's personal data protection practices as described in Bursa's Personal Data Notice (available at https://www.bursamalaysia.com/personal_data_notice) would apply.

[The following paragraph is only applicable to individual guarantor(s), if any]

29.13 You understand that as a guarantor, we will process your personal information according to the Purpose described above and that you will have similar rights to access and correct your personal information as described above.

[The following paragraph is only applicable to the authorized signatory(s)/contact person(s) of our corporate customer(s), if any]

29.14 As the authorised signatory(s)/contact person(s) of RHB's corporate customer, you understand that personal information of the directors, individual shareholders, employees, other authorized signatories, individual guarantors, individual security providers, suppliers/ vendors and related parties etc., may be collected and processed by us for the purpose of the commercial transactions between the corporate customer and us.

29.15 You represent and warrant that you are entitled to provide the said personal information to us and/or the appropriate consent have been obtained to allow us to process the said personal information for the Purpose.

[The following paragraph is only applicable to parent/legal guardian/next-of-kin/authorized representative of Junior Accountholder(s), if any]

29.16 If you are providing consent as parent / legal guardian / next-of-kin / authorized representative of a junior applicant, you understand that the personal information of the junior applicant will be processed by us for the Purpose described above.

30. Customer Due Diligence

30.1 You consent to and authorise us, at our discretion, to conduct a due diligence to identify and to find out your background.

30.2 If required, you will execute certain documents such as declaration or provide certain documents to us for the purpose of due diligence. Failing which, we have the right to suspend, close or limit the usage of the Account including disallowing any transfer of funds to the third parties.

31. Amendments to Terms and Conditions

31.1 These Terms and Conditions supersede all prior terms and conditions governing the Services, unless specified and notified otherwise by us.

31.2 We reserve the right to amend, supplement, vary and/or to supersede these Terms and Conditions or to introduce new terms and conditions to cater to new products or Services by giving twenty one (21) calendar days' prior written notice with reason(s) to you before the new terms and conditions take effect.

31.3 The continued operation or non-closure of the Account or use of the Services by you after the effective date of such change of these Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by you.

31.4 These Terms and Conditions may be available on request from any of our branches or from our Website or through any delivery channel as we may determine from time to time.

31.5 We may offer new or additional features, products and Services to you and your acceptance or the use of such additional features, products and Services shall be deemed acceptance of these Terms and Conditions and the additional terms as may be stipulated by us.

31.6 These Terms and Conditions together with any subsequent additions, deletions or amendments that we may make from time to time shall apply to any future Account which you may maintain with us.

31.7 However, in cases of urgency or in order to protect the security of the provided Services, including Phone Banking, RHB Online Banking and/or RHB Mobile Banking Services or in other circumstances beyond our control, when we find it necessary to vary, modify, delete or add to these Terms and Conditions with sufficient notice to you, we will inform you of such changes as soon as practicable and/or the reasons for such changes. You further agree and accept that your continued access and use of these Terms and Conditions (as varied and modified from time to time) will amount to your acceptance of any variation, deletion, modification or addition to these Terms and Conditions.

32. Governing Law/ Regulatory Bodies

32.1 These Terms and Conditions shall be subject to, governed by, and construed in accordance with laws of Malaysia or (if applicable) the laws existing in the country(ies) involved in the transaction or

use and the rules, regulations and guidelines of BNM, ABM or AIBIM and other relevant bodies under applicable laws, in force from time to time. Any products and Services offered by us to you shall be subject to the said laws, rules, regulations and guidelines, where applicable.

32.2 You shall use the Service strictly in compliance with the FEP Notices. Where applicable, you shall obtain from BNM any relevant approval(s) pursuant to the FEP Notices.

32.3 It shall be your obligation to comply with the laws of Malaysia or any other applicable country(ies) without us being obligated to inform or notify you of such laws.

33. Severability

33.1 Any term or condition in these Terms and Conditions which is unenforceable, illegal or prohibited shall not affect the validity of the remaining terms and conditions.

34. Successors Bound

34.1 You shall not assign any of your rights and interest in the Account and/or the Services without prior written consent from us. Your obligations and liabilities shall continue regardless of any change by amalgamation, reconstruction or otherwise in your constitution.

35. Foreign Exchange Policy Notices

35.1 Customer's Responsibilities / Obligations

You understand that under BNM's Foreign Exchange Policy Notices

a) Under the requirement of Foreign Exchange Policy - Notice 3, the Bank is not allowed to facilitate the transaction of investment in foreign currency asset without the written approval from BNM if I/we as a domestic ringgit borrower and my/our total amount of investment in foreign currency asset has exceeded the stipulated aggregate threshold per calendar year.

b) Resident refers to:

- A citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia
- A non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
- A body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
- An unincorporated body registered with or approved by any authority in Malaysia; or
- The Government or any State Government.

c) Non-Resident refers to

- Any person other than a resident;
- An overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;
- Embassies, Consulates, High Commissions, supranational or international organisations*; or
- A Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia.
- All Labuan entities, other than a Labuan entity which carries on banking business or Labuan insurance or takaful business, are non-residents.

**For the avoidance of doubt, this includes Malaysian Embassies, Consulates and High Commissions.*

d) Domestic Ringgit borrowing/financing refers to

Any borrowing/financing in Ringgit obtained by a resident from another resident (including individuals, corporations and financial institutions) in the form of credit facility, financing facility, redeemable preference share, Islamic redeemable preference share, corporate bond or sukuk other than:

- Trade credit terms extended by a supplier for all types of good or services;
- Credit limit that a licensed onshore bank apportions for its clients to undertake a Forward Basis transaction, excluding a transaction that involves the exchanging or swapping of Ringgit or foreign currency debt for another foreign currency debt or the exchanging of foreign currency debt for a Ringgit debt;
- Financial guarantee or non-financial guarantee;
- Operational leasing facility;
- Factoring facility without recourse
- Credit facility or financing facility obtained by a resident individual from a resident to purchase one residential property and one vehicle;

- Credit card or charge card facility obtained by a resident individual from a resident and used for payment for retail goods or services only.

'Domestic Ringgit borrowing/financing' above shall also exclude the borrowing/financing in Ringgit of resident entity from another resident entity within its group of entities with parent-subsidiary relationship, the borrowing/financing obtained from its direct shareholder, and any facility including credit facility or financing facility which is used for sundry expenses or employee' expenses only

A resident individual, sole proprietorship or general partnership with Domestic Ringgit borrowing/financing is allowed to invest in foreign currency asset up to RM1 million equivalent per calendar year, and a resident entity with Domestic Ringgit borrowing / financing is allowed to invest in foreign currency asset up to RM50 million equivalent per calendar year, using funds sourced from the aggregate of:

I. conversion of Ringgit into foreign currency;
II. trade foreign currency account;
III. a borrowing/financing in foreign currency from a licensed onshore bank for purposes other than direct investment abroad; and
IV. swapping of a Ringgit-denominated financial asset in Malaysia for a financial asset outside Malaysia.

e) Entity refers to;

- any corporation, statutory body, local authority, society, co-operative, limited liability partnership and any other body, organisation, association or group of persons, whether corporate or unincorporate, in or outside Malaysia; or
- the Federal Government, any State Government or any other government.

You hereby undertake as follows:

I. To ensure that all payments, transfers from or other Foreign Currency Account "FCA" within the bank or other banks are in compliance with prevailing guidelines of the relevant Foreign Exchange Policy Notices "FEPN" notices and amendments thereto.
II. To ensure that the conversion of Ringgit for placement are in compliance with prevailing guidelines of the relevant FEPN notices and amendments thereto.
III. To inform and provide the bank with a fresh declaration should there be any change in the current declaration.
IV. To acknowledge having received and read the terms and conditions governing in conduct of foreign currency current account in my/our name.

f) Foreign Currency Asset Offshore/Onshore of Terms and Conditions

The resident entity is deemed to have a domestic Ringgit borrowing/financing when another resident entity with parent-subsidiary relationship has a domestic Ringgit borrowing/financing[1].

[2]Foreign currency asset refers to Foreign Currency Asset Offshore and Foreign Currency Asset Onshore.

[1] Foreign Currency Asset Offshore (previously referred to as "Investment Abroad") refers to:	(a) financial asset in Malaysia swapped for a financial asset in a Labuan Entity or outside Malaysia; (b) foreign currency borrowing/financing given to a Non-Resident; (c) working capital arising from the set up of any business arrangement outside Malaysia (including a joint venture project where no Entity is created or established); (d) deposit in a foreign currency account maintained with a Labuan Entity or outside Malaysia excluding reasonable amount of deposit for education, employment or migration outside Malaysia; ; (e) foreign currency-denominated (i) asset (tangible or intangible) offered by a Non-Resident or any person whose residency cannot be determined; (ii) asset (tangible or intangible) in or maintained with a Labuan Entity, or outside Malaysia; (iii) financial instrument or Islamic financial instrument (excluding exchange rate derivatives) without firm commitment offered on a specified exchange under the Capital Markets and Services Act 2007 (Act 671) outside Malaysia undertaken by a Resident through a Resident futures broker; or

	(iv) financial instrument or Islamic financial instrument (excluding exchange rate derivatives) without firm commitment issued or offered by a Non-Resident.
[2]Foreign Currency Asset Onshore refers to:	(a) foreign currency-denominated securities or Islamic securities offered in Malaysia by a Resident as approved in writing by the Bank; (b) foreign currency-denominated financial instrument or Islamic financial instrument offered in Malaysia by a Resident as approved in writing by the Bank excluding a derivative or Islamic derivative transaction entered with firm commitment; (c) deposit in investment foreign currency account with a licensed onshore bank or an approved financial institution as specified in Notice 3 of the Foreign Exchange Policy Notices; or (d) any instrument offered by a licensed onshore bank with foreign currency delivery at maturity.

G. ENQUIRIES

We value your feedback and aim to provide superior customer experience. Should you wish to lodge a complaint or require further assistance in relation to the Services, Phone Banking service or RHB Online Banking and RHB Mobile Banking service, please contact our Customer Contact Centre, visit any of our branches, or visit our Website at www.rhbgroup.com.

Manager
RHB Banking Group
Customer Contact Centre
Level 4, Crystal Plaza, No. 4, Jalan 51a/223, Seksyen 51a,
41600, Petaling Jaya, Selangor, Malaysia
Telephone number: 03-9206 8118
Email: customer.service@rhbgroup.com

You may be required to disclose all relevant information relating to the enquiries, complaints or disputes, including your name, the relevant Account(s) number(s), description of the query or complaint, amount(s) involved in the query or complaint, as may be relevant.

Where any communication involves your confidential information in relation to the Account(s) or transactions made in relation to the query or complaint, we encourage communication via secure message.

In the event that you proceed to extend communication in relation to such information via non-secure message, you agree to and undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold us responsible or liable for the security of such information or any loss suffered in relation thereto.

Your complaint and query shall be investigated and attended to. You will be informed of the result of the investigation or the answer to your query within ten (10) Business Days of receipt of such query or complaint.

In the event that more time is required to conduct investigation, the period stated in the Clause above shall be extended to such reasonable period as necessary which shall not exceed thirty (30) days from the date of such query or complaint received. You shall be informed in writing via secure message on reason(s) for the delay and the need for additional time to resolve the complaint.

If you are not satisfied with the outcome of the investigation or of the complaint, you may appeal against such outcome by referring such complaint to the BNM or the Ombudsman for Financial Services (OFS).

For enquiry, please call:

BNMLINK or TELELINK: 1-300-88-5465
OFS: 03-2272 2811

PART B: SPECIFIC TERMS AND CONDITIONS

Section A, Section B and Section C of these Specific Terms and Conditions are to be read together with the Standard Terms and Conditions for the Services offered by RHB Bank Berhad to you.

Section D of these Specific Terms and Conditions are to be read together with the Standard Terms and Conditions for the Services offered by RHB Islamic Bank Berhad to you. References to the "Bank" in Section D refers to RHB Islamic Bank Berhad.

A. *ACCOUNTS*

1. Current Account

Cheques and Cheque Books

1.1 You must at all times only use cheques supplied by us in relation to any of the RHB current account.

1.2 You undertake to ensure the safety of all cheques at all times and to immediately lodge a police report and to inform us of any loss of cheques in writing, failing which, we shall not be held responsible for any losses arising from the lost cheques being dealt with in any manner.

1.3 You must ensure that sufficient funds are maintained in your current account at all times for payment of cheques issued.

1.4 We may refuse to honour cheques where the signature differs from the specimen signature provided or cheques which are not drawn in a manner acceptable to us.

1.5 No alterations whatsoever shall be made on cheques. We reserve the right not to honour, and then return the cheques which in our opinion bear any form of alteration (whether countersigned by the drawer or otherwise). We also reserve the right not to honour any cheques which is damaged or has technical errors which include a post-dated cheque, cheque showing inconsistency between the words and figures or with illegible handwriting.

1.6 We will perform any order cancelling payment of cheques only when a letter of instruction signed by you have been received by us. We are not to be held responsible for any loss caused by your failure to inform us.

1.7 All cheques, including all unused cheques, remain as our property. Upon closure of the current account, whether by you or by us, all unused cheque books/leafs issued to you in respect of the current account shall be returned to us.

1.8 The cheques shall be subject to all applicable rules, regulations, policies and guidelines including BNM's guidelines on Cheque Truncation and Conversion System (CTCS).

Overdrawing

1.9 No overdrawing is allowed unless you have made prior arrangement with us.

1.10 Interest on overdrawing for current account shall be calculated based on daily debit balances at the rate determined and notified by us in writing.

1.11 Interest on overdrawing for current account shall be debited to the current account monthly or at such intervals as may be determined and notified by us in writing.

Bad Cheques

1.12 We reserve the right not to honour any cheques issued by you if there are insufficient funds in your current account for payment of the cheque and if there are other technical errors (for example, handwritten mistakes or typographical errors).

1.13 We reserve the right to close or impose restrictions/conditions with fourteen (14) calendar days' prior written notice with reason(s) given to you, on all or any of your current account with us, if it is not conducted satisfactorily or has been listed with the Bank's dishonoured cheque tracking system.

Account Statements

1.14 A statement of the current account will be issued to you every month except for MaxCash Accountholder.

MaxCash Account

1.15 We may impose withdrawal restrictions, such as restriction to the number of free withdrawals that can be made in a calendar month, and/or or impose a service charge on any withdrawal made beyond the restriction.

1.16 We reserve the right at our discretion to vary the requirement for interest entitlement and the withdrawal restriction by giving twenty one (21) calendar days' prior written notice with reason(s) to you in the manner prescribed in Clause 31 of the Standard Terms and Conditions.

1.17 A statement of current account will be issued to the MaxCash Accountholder on a quarterly basis.

All current accounts are protected by PIDM up to RM250,000 for each depositor.

RHB Smart Account

ELIGIBILITY

1.18 The RHB Smart Account is open to both Resident and Non-Resident individuals aged eighteen (18) and above in single name only ("**RHB Smart Account Holder**"). No joint account is allowed for the RHB Smart Account.
1.19 Sole proprietorships, partnerships, professional practices, clubs, societies, associations, schools, corporations, non-profitable organisations and other business entities are not eligible to open or to operate the RHB Smart Account.
1.20 The RHB Smart Account Holder is required to provide a valid email address and a mobile number to be registered with RHB Online Banking for opening of the RHB Smart Account.
1.21 Each eligible customer is allowed to open only one (1) account, either conventional or Islamic.

RHB SMART ACCOUNT FEATURES AND CONDITIONS

1.22 The minimum initial deposit to open the RHB Smart Account is Ringgit Malaysia One Thousand (RM1,000).
1.23 No introducer is required to open the RHB Smart Account, except for external account (i.e. Ringgit account opened by a Non-Resident) who puts in a request for a cheque book.
1.24 Cheque book facility is available upon request. The applicable standard terms and conditions together with fees and charges shall apply for such facility.
1.25 Overdraft facility is not available for the RHB Smart Account.
1.26 The RHB Smart Account Holder is required to maintain minimum daily account balance of RM1,000 to qualify for the base interest rate.
1.27 The RHB Smart Account Holder will earn Base Interest Rate, which is calculated based on daily account balance. Base Interest Rate earned will be credited to the RHB Smart Account on the last day of each month.

BONUS INTEREST RATE

The RHB Smart Account Holder who fulfils the below requirements within a calendar month will be entitled for additional bonus interest rate:

1.28 The minimum Monthly Average Balance ("**MAB**")* required is RM1,000.
1.29 *MAB is defined as the sum of end day daily account credit balance for the month/number of calendar days of the month.
1.30 To enjoy bonus interest rate for "**PAY**", "**SPEND**" & "**INVEST**", the RHB Smart Account Holder must first fulfil the requirements for "**SAVE**" as prescribed in Table 1.
1.31 The bonus interest rate earned will be credited into the RHB Smart Account on the fifteenth (15th) calendar day of the next occurring month.

Table 1

CATEGORY	**BONUS RATE CRITERIA	REQUIREMENT
i. SAVE	Bonus rate is applicable on account with minimum MAB RM1,000 up to RM100,000	Minimum deposit of RM2,000 in a month. Please refer to ***Clause 1.33*** below.
ii. PAY		Minimum 3 online/mobile banking bill payments in a month. Please refer to ***Clause 1.34*** below.
iii. SPEND		Aggregated RM1,000 spent on RHB Debit or Credit Card/-i in a month. Please refer to ***Clause 1.35*** below.

CATEGORY	**BONUS RATE CRITERIA	REQUIREMENT
iv. INVEST	Bonus rate (flat rate) applicable on net investment amount	Purchase of eligible RHB financial products with minimum amount of RM1,000. Please refer to ***Clause 1.39*** below.

**Please refer to www.rhbgroup.com for the latest base interest rate and bonus interest rate per annum

1.32 In relation to the stipulated requirements in Table 1 for the "**SAVE**" category:

1.32.1 "**SAVE**" means the total of new saving in the RHB Smart Account of the RHB Smart Account Holder. "**SAVE**" is divided into two (2) categories as shown in the table below.

SAVE (TABLE A) **(transaction below are included for Bonus Rate)**		**NON SAVE TRANSACTION (TABLE B)** **(transactions below are excluded from Bonus Rate)**
i) Cash Deposit ii) Cash Deposit Pos iii) Credit Transfer iv) Term Deposit Credit v) Cashier Order Credit vi) Demand Draft Credit vii) Telegraphic/ RENTAS/ IBG Transfer Credit viii) EASY Pinjaman Ekspres disbursement/ Personal Financing disbursement ix) RHB Auto Credit	x) MARA Payment Credit xi) EPF Payment Credit xii) Money Order /Purchase Order Deposit xiii) REFLEX-Funds Transfer Credit xiv) REFLEX-Payroll Payment Credit xv) REFLEX-Auto Credit xvi) MCA Credit/-i xvii) IBK Cash Advance Credit xviii) ATM IBFT Cr At RHB xix) ATM IBFT Cr At MEPS xx) DuitNow	i) Fund transfer within RHB current/saving/-i account ii) Cheque Deposit

1.33 In relation to the stipulated requirements in Table 1 for the "**PAY**" category:

1.33.1 "**PAY**" means the payment made from the RHB Smart Account of the RHB Smart Account Holder via RHB Online Banking or RHB Mobile Banking Application to pay utilities bill or other bills under participating billing organisations. "**Pay**" is divided into two (2) categories as shown in the table below.

PAY (TABLE A) **(transaction below are included for Bonus Rate)**	**PAY (TABLE B)** **(transactions below are excluded from Bonus Rate)**
Bill payment under Other Biller and JomPay made to billing organisation via RHB Online Banking or RHB Mobile Banking Application	i) Payment to any RHB Credit Card/-i ii) Payment to any RHB Loan/Financing iii) Payment via FPX

1.33.2 Payment made by debiting from the RHB Smart Account of the RHB Smart Account Holder under the standing instruction/ recurring bill payments are included for Bonus Rate.

1.34 In relation to the stipulated requirements in Table 1 for the "**SPEND**" category:

1.34.1 "**SPEND**" means the total retail spending by the RHB Smart Account Holder. "Spend" is divided into two (2) categories as shown in the table below.

RETAIL SPENDING (TABLE A) (transactions below are included for Bonus Rate)	RETAIL SPENDING (TABLE B) (transactions below are excluded from Bonus Rate)	
(i) Local and overseas retail purchases (ii) SPEND via JomPAY	i) Easy Payment Plan (EPP) ii) Balance Transfer (BT) iii) Cash Excess iv) Credit Card/-i Outstanding Balance v) Finance Charge vi) Annual Fee vii) Late Payment Charge	viii) Reversal on Transaction ix) Disputed Transaction x) Fraudulent Transaction Card/-i xi) Card Replacement Fee xii) Sales and Services Tax (SST) xiii) Dial - An-Instalment xiv) Other Fees and Charges

1.35 All retail transaction amounts charged and posted to the RHB Smart Account Holder's principal and (where applicable) supplementary RHB Credit Card(s) and/or Debit Card within the calendar month will be aggregated for computing the total amount charged.

1.36 For existing or new Debit Card, the card has to be tagged as primary to the RHB Smart Account in order to qualify for bonus interest rate under "**SPEND**" category.

1.36.1 Total accumulated spending can be in multiple cards under the same customer's profile. However, to be eligible for Debit Card retail spending, the RHB Smart Account must be tagged as primary account to the respective Debit Card.

1.36.2 "SPEND" made via JomPAY from the RHB Credit Card/-i and/or Debit Card of the RHB Smart Account Holder under the standing instruction/ recurring bill payments are **included** for Bonus Rate.

1.36.3 All retail transactions bearing posting dates within the same calendar month will be aggregated for computation. Any retail transaction amount which is not posted will not be computed. We are not responsible for any failure or delay in the transmission or posting of any retail transaction. Our records on the posting date of any retail transaction shall be final, conclusive and binding.

1.36.4 If there is a void or reversal transaction (cancellation of spend), the bonus interest calculation for the same calendar month will take the net spending amount after deducting the voided amount. For example, if a RHB Smart Account Holder spends RM2,000 on 5 August 2020 with his/her RHB Credit Card, subsequently there is a void transaction amounting RM500 in his RHB Credit Card on 15 August 2020, the bonus interest calculation for August 2020 will be computed based on net spending amount of RM1,500.

1.36.5 The following amounts incurred through the use of RHB Credit Card and/or Debit Card is/are excluded from computation of retail transaction amount:

i. Credit Card and/or Debit Card fees and charges (e.g. annual fees, finance and late payment charges, etc.);
ii. balance transfer/Easy Payment Plan (EPP)/Cash Excess;
iii. amounts converted to Instalment Plan/ Dial-An-Instalment;
iv. transactions that are voided, reversed or cancelled within the calendar month; and
v. such other amounts notified by us from time to time.

1.37 If the RHB Credit Card and/or Debit Card is terminated for any reason by the 10th of the following month, whether by the RHB Smart Account Holder or us, then all amounts charged and posted within the calendar month (if any) are disqualified from computation of retail transaction amount. For example, if the eligible customer terminates his RHB Credit Card on 7 September 2020, then all amounts charged and posted to the terminated Credit Card from 1 August 2020 until 31 August 2020 (if any) are disqualified and will not be computed.

1.38 In relation to the stipulated requirements in Table 1 for the "**INVEST**" category:

1.38.1 "**INVEST**" means the purchase of RHB financial products with minimum of RM1,000 accumulated within a calendar month. Bonus interest payment will be paid based on net investment amount.

1.38.2 Net investment amount = Total Investment Amount – (Sales Charge and SST).

1.38.3 To enjoy the bonus interest rate, the purchase must be done through RHB Bank Retail and or RHB Islamic Bank Branches.

1.38.4 Only confirmed purchase amount of RHB financial products within the same calendar month will be aggregated for bonus interest computation.

1.38.5 Bonus interest will only be paid after the Cooling Off Period (if any).

1.38.6 RHB Ringgit Malaysia denominated investment product transactions such as non-Employees Provident Fund (EPF) Investment, Private Retirement Schemes (PRS) & Unit Trust (UT) funds which encompasses funds distributed by RHB Bank and RHB Islamic Bank, excluding ASNB-VP funds, with minimum sales charge 4% and above are eligible.

1.39 The base interest rate and bonus interest rate might vary from time to time and the RHB Smart Account Holder may find the latest rates at our website at www.rhbgroup.com.

1.40 In the event of closure of the RHB Smart Account or the RHB Smart Account is not in active status, the RHB Smart Account Holder will not be entitled for any base interest rate or bonus interest rate for the calendar month.

1.41 Monthly Account Statement for the RHB Smart Account can be viewed via RHB Online Banking.

RHB Smart Account is protected by PIDM up to RM250,000 for each depositor. Investment products are not protected by PIDM.

RHB Premier Current Account

1.42 The RHB Premier Current Account is open to both Resident and Non-Resident individuals aged eighteen (18) years and above ("**RHB Premier Current Account Holder**"). Joint account is allowed for RHB Premier Current Account.

1.43 RHB Premier Current Account is only allowed to be opened by RHB Premier customers only.

1.44 Sole proprietorships, partnerships, professional practices, clubs, societies, associations, schools, corporations, non-profitable organisations and other business entities are not eligible to open or to operate the RHB Premier Current Account.

1.45 The minimum initial deposit to open the RHB Premier Current Account is Ringgit Malaysia One Thousand (RM1,000).

1.46 No introducer is required to open the RHB Premier Current Account.

1.47 Cheque book facility is available upon request. The applicable standard terms and conditions together with fees and charges shall apply for such facility.

1.48 Overdraft facility against Fixed Deposit facility is available for the RHB Premier Current Account.

1.49 The RHB Premier Current Account Holder will earn Interest Rate, which is calculated based on daily account balance. Interest Rate earned will be credited to the RHB Premier Current Account on the last day of each month.

1.50 Interest Rate is computed based on split tier concept. Split tier is an interest calculation method that separates the account balance according to the balance range tier.

1.51 Interest rate is calculated based on (account balance for each balance range) x (each interest rate range) x (total number of days in a month/ total days of the year).

1.52 RHB Premier Current Account is categorized into two (2) classifications as per below: -
(i)Tier 1: Premier customers holding RHB Premier Current Account
(ii)Tier 2: Non-Premier customers holding RHB Premier Current Account

1.53 During RHB Premier Current Account's account opening, Premier customer will be tagged under RHB Premier Current Account (Tier 1).

1.54 If the Premier membership of RHB Premier Current Account Holder is terminated, the RHB Premier Current Account will be converted to RHB Premier Current Account (Tier 2) based on primary account holder status.

1.55 Conversion of RHB Premier Current Account between Tier 1 and Tier 2 will be converted on every 1st, 9th, 16th and 23rd of the month in the event Premier membership terminated.

1.56 Notification via SMS will be sent on the day the customer account got converted between Tier 1 and Tier 2.

1.57 For example, the customer is currently a primary RHB Premier Current Account Holder and terminates his/her Premier membership on 12th September 2023. The customer's RHB Premier Current Account will be converted to RHB Premier Current Account (Tier 2) on 16th September 2023. In the event that the customer gets upgraded to a RHB Premier customer on 27th January 2024 on the following year, the customer's RHB Premier Current Account (Tier 2) will then be converted to RHB Premier Current Account (Tier 1) on 1st February 2024.

1.58 Kindly refer to Section E (26) AMLA under Part A. Standard Terms and Conditions for AMLA related information.

1.59 These Terms and Conditions are to be read together with The Bank's Personal Banking Standard Terms and Conditions and Premier Terms and Conditions for the Services offered by RHB Bank Berhad at https://www.rhbgroup.com/others/terms-conditions/index.html.

2. Savings Account

Passbook

2.1 Where a passbook is issued in respect of the savings account, you must present the passbook when withdrawals are made at any of our branches.

2.2 Entries in the passbook will either be machine validated or entered manually under the signature of our authorised officer.

2.3 The passbook is not conclusive as to the current balance of the savings account as deposits may be made or items charged without any entry being made in the passbook.

2.4 The replacement for lost, mislaid or damaged passbook may be issued against a duly signed and stamped letter of indemnity by you, subject to payment of a service fee.

Easy-Smart Account 1

2.5 Easy-Smart Account 1 is open to all Malaysian citizen aged eighteen (18) and above in single name only.

2.6 No joint account is allowed.

2.7 Easy-Smart Account 1 is the savings account opened and maintained with RHB Bank, and which will be directly connected to the Easy Smart Debit Card which is the designated for Europay MasterCard Visa (EMV) and MyDebit spending.

2.8 Should the account holder changed their citizenship to non-Malaysian, the Bank will send a written notice to the account holder at least twenty one (21) calendar days in advance informing the account holder to close the account personally at the Bank's branch.

2.9 If the account holder failed to close the account within twenty one (21) calendar days from the date of the said notice, the Bank has the right to close the account. For the entire balance in the account, the Bank may issue a Local Demand Draft and may post the Local Demand Draft to account holder’s last known address registered with the Bank or by electronic fund transfers or remittances or in such other manner as the Bank deems fit.

Easy-Smart Account 2

2.10 Easy-Smart Account 2 is open to all Malaysian citizen aged eighteen (18) and above in single name only.

2.11 Easy-Smart Account 2 is the savings account opened and maintained with RHB Bank, and which deposit is only via the Save-As-You-Spend feature. This Account is directly connected to the Easy-Smart Account 1.

2.12 Only debit transactions allowed. E.g. Internet transfer to any other account (RHB and non RHB), ATM withdrawal, withdrawals from over the counter and other types of withdrawals. The only deposit (credit) transaction allowed into Easy-Smart Account 2 is through the Save-As-You-Spend feature.

2.13 Should the account holder changed their citizenship to non-Malaysian, the Bank will send a written notice to the account holder at least twenty one (21) calendar days in advance informing the account holder to close the account personally at the Bank's branch.

2.14 If the account holder failed to close the account within twenty one (21) calendar days from the date of the said notice, the Bank has the right to close the account. For the entire balance in the account, the Bank may issue a Local Demand Draft and may post the Local Demand Draft to account holder’s last known address registered with the Bank or by electronic fund transfers or remittances or in such other manner as the Bank deems fit.

Junior Savings Account

2.15 The Accountholders of this savings account must be below the age of eighteen (18) years old.

2.16 We reserve the right, with twenty one (21) calendar days' prior written notice, to convert this savings account to another appropriate account if the savings account does not have an Accountholder who is younger than eighteen (18) years old.

2.17 Where a minor (i.e. twelve (12) to eighteen (18) years old) Accountholder opens a junior savings account, the parents/legal guardian of such minor must be present at the time of the account opening.

2.18 We reserve the right at our discretion to vary the requirement for interest entitlement and the withdrawal restriction by giving notice to the Accountholder in the manner as prescribed in Clause 7 of the Standard Terms and Conditions.

2.19 A one-time withdrawal per month may be made at any of our branches over-the-counter based on Account’s available balance.

2.20 Debit Card spending daily limit and ATM daily transaction limit is set at RM200 or depending on the account available balance if the withdrawal is made by Minor (Account holder aged 12 – below 18).

2.21 If withdrawal is made by parent or legal guardian (account type under Trust / Joint (anyone to operate)), Debit Card spending daily limit and ATM daily transaction limit are based on account available balance.

2.22 RHB Online Banking or RHB Mobile Banking Application are not applicable for Minor. Parent or legal guardian who open account type under Trust / Joint (anyone to operate) can view the Junior Savings Account transaction from their own RHB Online Banking or RHB Mobile Banking Application but will not be able to perform debit transaction from that account.

Account Statements

2.23 Statements of the savings account (except for passbook holders) will be issued to you on a quarterly basis.

RHB Future Saver Account

2.24 This is a statement based savings account which is available as a joint/trust account between a parent/legal guardian who is at least eighteen (18) years old and a child below eighteen (18) years old.

2.25 This RHB Future Saver Account is entitled to base interest and bonus interest and is entitled for insurance coverage as stipulated below.

A. Calculation of base interest and bonus interest

i. **Base interest** is calculated with reference to the daily credit balance in the RHB Future Saver Account on a daily basis at the interest rate specified and notified by us.

The base interest is calculated using the formula below, and will be accrued on a daily basis and credited to the RHB Future Saver Account on the last day of the month.

Calculation of Base Interest
Total daily credit balance x Base Interest % p.a. x Total Calendar days in the month / **Actual number of days for the year**

ii. **Bonus interest** is calculated with reference to the previous month's last day balance in the RHB Future Saver Account and is subject to the following terms:

a. You will be eligible for bonus interest only if the current month's last day balance is higher than the previous month's last day balances by a minimum monthly incremental balance of RM100 for Future Saver 100 and/or RM300 for Future Saver 300 respectively.
The minimum monthly incremental balance which is presently set at RM100 and RM300 may be varied from time to time by us with twenty one (21) calendar days' prior written notice with reason(s) to you.

b. The bonus interest is calculated using the formula below, and will be credited to the RHB Future Saver Account on the first calendar day after the current month.

Calculation of Bonus Interest
Last Day Balance of [Month N – Month (N – 1)] x Bonus Interest % p.a. x Total Calendar days in month / **Actual number of days for the year**

N = Current Month

c. If you fail to meet the requisite minimum incremental amount as stated in (ii)(a) above, the RHB Future Saver Account will only be entitled to base interest for that month. The monthly bonus interest will only accrue when you meet the requisite minimum incremental amount as stated in (ii)(a).

d. Maximum bonus interest is capped at RM50 per month.

B. Insurance coverage

i. The complimentary insurance protection ('**Insurance**") coverage is illustrated in the table below:

Accountholder	Type of Insurance
Parent / Legal Guardian	Term Life Insurance Protection (TL), underwritten by Tokio Marine Insurans (Malaysia) Berhad
Child	Personal Accident Insurance Protection (PA), underwritten by RHB Insurance Berhad

a) The specific terms and conditions for the complimentary insurance are available upon request at our branches.

C. Insurance eligibility: Illustration for the first five (5) years from the RHB Future Saver Account opening date

i. Each RHB Future Saver Account is entitled to complimentary Insurance provided there is not more than one (1) lapse in the minimum monthly incremental balance as defined in Clause A(ii)(a) above in the RHB Future Saver Account for each of the first five (5) years from the RHB Future Saver Account opening.

D. Insurance eligibility: Illustration for the sixth (6th) year onwards from the RHB Future Saver Account opening date

i. From the sixth (6th) year onwards, you will still qualify for Insurance coverage if you continuously maintain a minimum monthly last day balance of RM5,000 in the Future Saver 100 and minimum monthly last day balance of RM 15,000 in Future Saver 300. The Insurance coverage will cease if the minimum monthly last day balance is not met.
ii. For example, if you do not meet the minimum monthly last day balance in October 2020, the Insurance coverage will cease to be effective on 31st October 2020. You are no longer entitled to Insurance coverage even though you maintain the minimum monthly last day balance in the following month.

All savings accounts are protected by PIDM up to RM250,000 for each depositor.

3. Fixed Deposit

Placement of Deposit

3.1 Fixed deposits can be placed for tenures from one (1) month up to sixty (60) months or such other tenures as may be determined and notified by us. Despite the above, if the maturity date falls on a non-Banking Day, any renewal/disposal instructions by you will be carried out on the next Banking Day.

3.2 We reserve the right with prior notice of not less than seven (7) calendar days in the manner prescribed in Clause 22 of the Standard Terms and Condition to stipulate the minimum amount of deposit to open a fixed deposit account.

3.3 The validity and availability of any funds deposited in the fixed deposit account by way of a cheque(s) is subject to the clearance of the said cheque(s).

3.4 You must have an active savings or current account with us for crediting of interest except for Corporate and Commercial customers.

3.5 Placement and withdrawal can be made via RHB Online Banking or at any branch nationwide.

Interest

3.6 All fixed deposits with auto renewal features will be automatically renewed on maturity at the Bank's discretion for further identical tenure at the rate of interest prevailing at the time the deposit is renewed. Interest accrued will be compounded on renewal.

Premature Withdrawal of Fixed Deposit

3.7 If you uplift the fixed deposit before maturity **before** 1 January 2019, the following shall apply:

a) No interest shall be paid for:
   (i) fixed deposit placed for periods of one (1), two (2) or three (3) months that has not completed its respective full period
   (ii) fixed deposit uplifted before the completion of the first three (3) months period
b) Interest will be paid based on 50% of the contracted rate on completed months subject to the completion of at least three (3) months from the date of placement.

If you uplift the fixed deposit before maturity **after** 1 January 2019, the following shall apply:

a) No interest shall be paid if the fixed deposit is uplifted before the completion of the contracted tenure, regardless of the number of completed months at the time of premature withdrawal.

3.8 For premature withdrawal, interest will be paid in accordance with Clause 3.7 above. We reserve the right to recover the interest credited to the designated account from the principal amount at the time of premature withdrawal.

3.9 For placements made from funds transferred from other banks via FPX, withdrawals are not allowed on the placement date through RHB Online Banking.

Partial Withdrawal of Fixed Deposit

3.10 Partial withdrawal of fixed deposits before maturity is allowed for all new and renewed fixed deposits unless specified and notified otherwise by us. Early partial withdrawal is allowed in multiples of RM1,000 and the balance of the fixed deposit must not be less than RM5,000 unless we specified and notified otherwise.

3.11 Interest will be paid on partially withdrawn amount in accordance with Clause 3.7 above, whereas interest at the contracted rate will continue to be payable on the remaining balance in the fixed deposit provided that the fixed deposit is held until maturity.

Senior Fixed Deposit and P.A.Y.S Fixed Deposit

3.12 Deposit placements must be made in tenures that are offered by us. We reserve the right to determine any such other tenure from time to time.

3.13 Interest is paid on monthly basis and credited into the designated RHB savings or current account.

3.14 Early partial withdrawal is allowed in multiples of RM1,000 and the balance of the Senior Fixed Deposit or P.A.Y.S Fixed Deposit must not be less than RM10,000. Interest will be paid in accordance to Clause 3.7 above.

3.15 For premature withdrawal, interest will be paid in accordance with Clause 3.7 above. We reserve the right to recover the interest credited to the designated account from the principal amount at the time of premature withdrawal.

3.16 To open a Senior Fixed Deposit account, one of the Accountholders must be at least fifty (50) years of age.

3.17 Placement and withdrawal can be made via RHB Online Banking or at any branch nationwide.

All fixed deposits are protected by PIDM up to RM250,000 for each depositor.

4. Multi Currency Account

General

4.1 These terms and conditions are applicable for both call and term deposit accounts (collectively referred to as "**MCA**") opened or to be opened with us.

4.2 We reserve the right to stipulate the acceptable type of foreign currency and the interest rates for deposits will be subject to certain tenures and conditions, the full details of which can be viewed at www.rhbgroup.com.

4.3 Opening of MCA with us shall be administered in compliance with the relevant provisions of the FEP Notices and directions issued by BNM pursuant to the FSA 2013 and its amendments thereto from time to time.

4.4 In accordance with the FEP Notices, all foreign currency accounts maintained by Malaysian Residents with licenced onshore banks in Malaysia shall be designated as either Trade Foreign Currency Account ("**Trade FCA**") or Investment Foreign Currency Account ("**Investment FCA**") based on the purpose of opening of account. The approved sources and uses of funds of both Trade FCA and Investment FCA are as per the FEP Notices, regulations or directions issued by BNM.

For individuals, the MCA- Individual Account (INDA) and MCA- Educational and Employment Account (EDEA) are classified as Investment FCA, while, MCA- Individual Export Proceeds Account (INEX) is classified as Trade FCA.

4.5 The operations, sources and uses of funds in the Trade FCA and the Investment FCA with us shall be governed by the relevant provisions under the FEP Notices, regulations and directions issued by BNM from time to time and amendments to the same from time to time.

4.6 The MCA is a non-cash account. Export or non-export proceeds may be deposited only by means of conversion from RM CASA, telegraphic transfer, foreign bank draft, cheque or negotiable instrument in such form and substance acceptable to us. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and moneys payable to the Accountholder shall be credited to the MCA at the prevailing exchange rate on the payment date or any rate agreed by you on the payment date.

4.7 No withdrawals from the MCA will be permitted in any foreign currency in cash in Malaysia.

4.8 We reserve the right to levy a service charge in connection with the operation of the MCA. The applicable service charge will be notified to the Accountholder from time to time in the manner set out in these Terms and Conditions. A statement of account will be issued to the Accountholder every month.

4.9 We shall not be responsible or liable for any loss resulting from the remittance or transfer of proceeds of any deposit uplifted where such proceeds are remitted or transferred in accordance with instructions given by the Accountholder (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

4.10 Unless instruction is received on a term deposit placement date or at least two (2) Business Days before a term deposit matures, the term deposit will be automatically renewed on maturity for a further identical tenure for the

same currency at the rate of interest prevailing at the time the deposit is renewed. Interest accrued will be compounded on renewal.

4.11 For renewal of the term deposit, we will send an official advice to the Accountholder's address last registered with us. The new advice will supersede and replace the earlier advice.

4.12 Premature withdrawal of the term deposit is not permitted unless under exceptional circumstances and at our discretion. Where a premature withdrawal of the term deposit is permitted by us, no interest will be paid on the term deposit.

4.13 No deposit may be assigned, charged, pledged or otherwise encumbered by the Accountholder in any manner whatsoever except with our prior written consent.

4.14 Where the repayment of the deposit is rendered illegal or deferred by any act or order of the Government of the currency involved or of the country where such deposit is alternatively placed, the Accountholder must accept the risk of such foreign acts of state. We shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency, or in the country where such deposit is placed.

4.15 All foreign currency proceeds for export of goods are to be credited into the Trade FCA only.

4.16 For Residents with domestic borrowings who is:

i. Converting Ringgit Malaysia into foreign currency; or
ii. Using foreign currency funds in Trade FCA,

for the purpose of investing in foreign currency or deposit into the Investment FCA is subject to such limit imposed by BNM, i.e. up to RM1 million p.a. for individual accounts. No limit is imposed for Residents without any Domestic Ringgit Borrowing/Financing. Not applicable to Non-Residents.

4.17 We reserve the right to assign a committed or internal limit to the MCA which may be less than the eligible limit by virtue of the FSA 2013 and Notice 3 of the of the FEP Notices. This also applies to the Accounts where no limits have been imposed. This committed or internal limit shall be subject to periodic reviews by us.

4.18 All Thai Baht ("**THB**") currency in the MCA is defined as Non-Resident Baht Account (NRBA) to accommodate THB funds for the purpose of settlement in trade, services, lending or direct investment activities in Thailand ONLY. The MCA CANNOT accommodate THB funds/settlement that is not in the same category such as Non-Resident Baht Securities (NRBS).

4.19 Conversion of IDR funds in the MCA to Ringgit Malaysia or other foreign currencies is subject to market depth or counterparties availability.

4.20 The Accountholder shall furnish us with any information as may be required by us from time to time pertaining to the FEP Notices.

4.21 We shall be at liberty at any time with prior written notice of not less than seven (7) calendar days given to the Accountholder in the manner prescribed in these Terms and Conditions to set-off the deposited sum or any part thereof against such indebtedness in Malaysia and abroad, actual or contingent, primary or collateral, joint and several despite such indebtedness is in a different currency from the deposit and we are authorised to effect any necessary conversion at our prevailing conversion rate.

4.22 Despite the above terms and conditions, the opening and operation of the MCA is subject to the banking practices and laws of Malaysia, FSA 2013, rules and regulations of ABM and the rules and notices applicable for foreign exchange transaction under the FEP Notices including any amendments made to such laws, rules and regulations from time to time.

MCA Gold and Silver Investment

4.23 Buying and selling of precious metals i.e. gold and silver, investment must be in Ringgit Malaysia only.

The requirement for initial minimum investment is as follows:-

<u>Gold</u>

i. Individual – 5 grams
ii. Business – 50 grams
iii. Subsequent minimum purchase - 1 gram in multiples of 1 gram

<u>Silver</u>

i. Individual – 300 grams
ii. Business – 1000 grams
iii. Subsequent minimum purchase - 10 grams in multiples of 1 gram

4.24 No interest will be earned through the precious metals investment. Therefore, the previous metals investment will be placed in call form without interest and no term placement will be allowed.

4.25 No transfer of precious metals investment balances from one account to another within RHB branches or to other banks is allowed. Hence, telegraphic transfer cannot be used.

4.26 No conversion of paper commodities into physical commodities is permitted.
4.27 No certificates of precious metals investment will be issued. Our branch level will only acknowledge the precious metals transaction via our system validation on the application form as well as balance stated in the monthly statement or shown in the online banking balance inquiry.
4.28 There will be no conversion from physical to paper form to be deposited into the Account.
4.29 Prices for buying and selling of commodities may be obtained from the precious metals rates published at www.rhbgroup.com or from any of our branches nationwide.
4.30 We reserve the right to accept or reject any transactions that may in our opinion contravene any rules and regulations such as the AMLA, FEP Notices and etc.

RHB Multi Currency Account are protected by PIDM up to RM250,000 for each depositor. MCA Gold Investment and MCA Silver Investment are not protected by PIDM.

B. *WEALTH MANAGEMENT*

5. Investment Services

5.1 Information on Investment and Request for Investments

5.1.1 Subject to applicable regulations and/or laws, we shall send relevant information to you.
5.1.2 When you request to purchase Investments in such form or manner as may be prescribed and notified by us, we as the agent, shall apply to the UTMC concerned for the purchase of the Investments which you wish to purchase.
5.1.3 You expressly authorise us to debit your Account with such moneys as may be required for the application and purchase of the Investments only provided that you have enough money in your Account. If the moneys in the Account are insufficient for the application and purchase of the Investments that have been requested by you, we shall have the discretion:
   i. not to apply for the Investments that you have requested; or
   ii. to apply for you only the amount of Investments as the moneys in your Account are sufficient for.
5.1.4 If your Account is an overdraft account, the Account shall be deemed to have sufficient credit up to the limit of the overdraft facility granted by us to you.
5.1.5 You acknowledge that the UTMC concerned has the discretion to accept or reject any application for the Investments, whether in whole or in part, and we cannot be responsible or liable in respect of any loss whatsoever which you may suffer or incur as a result of any failure or delay to purchase, whether in whole or in part, the Investments requested (which is not attributable to our gross negligence, wilful misconduct, wilful default or fraud).
5.1.6 Whenever you apply for the Investments through us, you confirm that you have made your own independent assessment or have relied on the advice of your own advisers in respect of the Investments requested.
5.1.7 You acknowledge that any application for the Investments made to a UTMC pursuant to a request for the Investments will be made in the name of RHB Capital Nominee (Tempatan) Sdn Bhd or such other nominee as may be nominated by us from time to time or at any time to be registered holder of the Investments.
5.1.8 While we will endeavour to expeditiously make an application for the Investments following a request for the Investments by you, we shall not be responsible or liable for any loss whatsoever which you may suffer or incur as a result of any failure by us to make the application within three (3) Business Days (unless such loss is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

5.2 Holding of Investments

5.2.1 All the Investments purchased by us pursuant to the request for the Investments by you shall be held by and in the name of the nominee. In this connection, you expressly acknowledge that the name of nominees or its interest in any of the Investments may not be reflected in any records of the UTMC concerned.
5.2.2 Although held by and in the name of the nominee, all the Investments purchased by us pursuant to a request for the Investments by you shall be reflected in the investment account.
5.2.3 We shall be entitled, and shall be entitled to authorise the nominee to appoint, without your consent or authority or notice, any bank, trust company or member company of any securities exchange to act as:
   i. a sub-nominee to hold and/or be the registered owner of any of the Investments purchased by us pursuant to a request for the Investments by you; and or
   ii. an administrator to assist in the performance of any obligation imposed by these Terms and Conditions;

on such terms as we at our discretion, consider appropriate.

5.3 Redemption of Investments

5.3.1 Upon your request to us to redeem the Investments (in such form or manner as may be prescribed and notified by us) we will, as the agent, apply to the UTMC concerned for the redemption of the Investments which you wish to redeem.

5.3.2 Upon receipt of the redemption proceeds from the UTMC concerned or dividend payout, we shall credit such proceeds or dividend into the Account. If we fail to credit such proceeds or dividend into your Account as instructed by you for any reason, we shall have the right to credit such proceeds or dividend to another Account under the same party of the Investment account without prior notice to you.

5.3.3 While we will do our best to expedite an application for redemption of the Investments following a request for redemption by you, we shall not be responsible or liable for any loss whatsoever which you may suffer or incur as a result of any failure by us to make the application within three (3) Business Days (unless such loss is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

5.3.4 You acknowledge that the redemption proceeds are paid to us by the UTMC concerned and that we cannot be responsible or liable for any loss which you may suffer or incur as a result of any failure by the UTMC concerned to pay the redemption proceeds to us within any particular period of time (unless such loss is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

5.4 Sale or Transfer of Investments

5.4.1 Subject to such changes, rules and/or procedures as we may impose and notify in writing from time to time or at any time, you shall be entitled to request that any Investments requested by you and purchased for you by us be transferred to the account of another client of the Bank.

5.5 Switching of Investments

5.5.1 Subject to the prevailing policy as may be adopted by us from time to time (if any) relating to the relevant the Investments, you may request a switching of the Investments in such form or manner as may be prescribed and notified by us.

5.5.2 Switching, if permitted under the prevailing policy, shall involve only the Investments distributed by us.

5.5.3 We reserve the right to impose switching fee in respect of any switch carried out at your request.

5.5.4 You acknowledge that we do not offer switching between different currency classes.

5.6 Income from Investments

5.6.1 Upon receipt of any income, distributions, dividend payments or other payments in respect of the Investments held in the investment account, we shall, unless otherwise instructed in writing by you, reinvest such income, distributions, dividend payments or other payments in the purchase of the same Investments within three (3) Business Days of such receipt.

5.7 Transactions and Transaction Records

5.7.1 In respect of all transactions made in connection with the Investments pursuant to these Terms and Conditions, we shall have the discretion to round up or to round down the prices of the Investments as we deem fit.

5.7.2 We may, at our discretion, require you to hold in your investment account such minimum amount of Investments as we may from time to time prescribe and notify in writing to you (prescribed minimum).

5.7.3 If at any time the amount of Investments in the investment account is less than the prescribed minimum, we may obtain your consent to redeem all the Investments in the investment account, and upon such redemption, credit the redemption proceeds into the Account and close the investment account after such redemption.

5.7.4 We will, once every six (6) months or such other time as may be prescribed by us or any relevant authority, give you a Transaction Record showing:

i. the amount of Investments purchased and added to the investment account, if any;
ii. the amount of Investments redeemed and deducted from the investment account, if any;
iii. the amount of Investments switched in the investment account, if any;
iv. the amount of Investments transferred to or from the investment account, if any;
v. the amount of any bonus Investments declared and issued by any relevant UTMC and added to the investment account, if any;

vi. any "unit split" or "unit merge" declared and effected by any relevant UTMC in respect of any of the Investments in the investment account, if any; and
vii. the period covered by the Transaction Record.

5.7.5 Save for any manifest error, all investment account balances shown in a Transaction Record will be considered correct unless we are notified in writing by you of any discrepancy within fourteen (14) days of receipt of the Transaction Record.

5.8 Authority and Instructions

5.8.1 The person(s) authorised to give instructions to us in respect of any matter pertaining to the Investments and the investment account shall be the same person(s) duly authorised to operate the Account.

5.8.2 Any instructions in respect of any matter pertaining to the Investments and the investment account shall be in writing and duly signed by the person(s) authorised to give such instructions to us and shall be given:

i. by letter delivered by hand or sent by pre-paid post; or
ii. by fax transmission, followed by the original mail.

5.8.3 We are prepared to accept the instructions by telephone but such telephone instructions must be followed by a written confirmation in the abovementioned manner.

5.8.4 In respect of any instructions received in writing by us, our only duty of verification shall be to ascertain that the signature(s) appearing on the instructions purport to be that or those of the person(s) authorised to give the instructions. We are not obligated to verify the authenticity of signature(s) or the identity(ies) of the person(s) responsible for the signature(s).

5.8.5 If we decide to seek verification of the authenticity of any signature or the identity of any person responsible for the signature, such action shall not in any way bind us in respect of any future instruction given by you and we shall be entitled to rely strictly on the provisions of Clause 5.8.2.

5.8.6 The instructions shall be treated as having been received by us only when they come to the attention of the Investment Services, Investment Products and Research Department. If the instructions are received after 2.30 p.m. or such later time on a Business Day as may be determined by us, the instructions shall be deemed to have been received on the following Business Day.

5.8.7 We shall have the discretion to refuse to comply with any instruction which, in our opinion, is unclear or ambiguous or which would or might cause us to contravene any law or regulation (whether or not having any legal and binding effect). We shall not be liable or responsible for any loss which you may suffer or incur as a result of we refuse to act in such circumstances (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

5.8.8 Instructions given by you to revoke a previous instruction shall be considered validly given only if the previous instruction has not yet been effected by us.

5.9 Fees, Charges and Expenses

5.9.1 In using the Investment Services, you expressly acknowledge that you are aware that there may be fees and charges imposed by the UTMCs concerned in respect of the Investments sought to be purchased, redeemed or switched. You further agree that, in the case of redemptions, redemption proceeds credited into your Account shall be net of such fees and charges; if any.

5.9.2 As consideration for the use of the Investment Services provided by us, you shall pay such fee as may be determined and notified by us in writing from time to time. In respect of any service not expressly mentioned in these Terms and Conditions provided by us in connection with the Investment Services, which we consider exceptional in nature, you agree to pay us such amount as may be agreed between us and you from time to time.

5.9.3 We shall also be entitled to seek reimbursement from you in respect of such expenses and disbursements which we may incur in the performance of our obligations under these Terms and Conditions or which we may have to pay to any UTMC in connection with any Investment transaction.

5.9.4 You shall bear all professional fees, taxes (including service tax pursuant to the Service Tax Act 2018 and/or any other taxes that may be imposed by the relevant authorities at any time and from time to time), and out of pocket expenses incurred and any other fees, expenses or recourse in respect of this product.

5.10 Unit Holder's Meetings

5.10.1 You expressly acknowledge that you are not the Registered Holder of the Investments held in the investment account and, accordingly, that you have no right to attend any unit holders' meeting which may be convened in respect of any Fund the units of which are held by you as Investments.

5.10.2 We shall not be obliged to inform you of any unit holders' meeting which may be convened in respect of any Fund the units of which are held by you as Investments; and we shall not be required to seek

instructions from you in respect of any matter or vote proposed to be discussed or taken at any such meeting.

5.11 Notices

5.11.1 Any communication or notice required to be given by us or the nominee on our behalf to you may be given in writing and sent by pre-paid post or facsimile transmission addressed to you at your last known mailing address or facsimile number on record with us. Such communication or notice shall be deemed to have been duly received:-

i. on the third (3rd) day after posting, if sent by pre-paid post, and
ii. when the sender's fax machine registers a confirmation that the transmission is "OK",

unless there is contrary evidence that such communication or notice was not in fact received.

5.12 Indemnity

5.12.1 You agree to indemnify and hold us, the nominee and/or our/its/their respective staff and agents harmless in respect of any loss and damage which may be incurred or suffered by us, the nominee and/or our/its/their respective staff and agents arising out of, or in connection with, our performance of the agreement set out in these Terms and Conditions and in the course of the services rendered by them at any time or from any cause including the purchase, holding, switching and redemption of the Investments, the operation of your Account(s) and the enforcement of these Terms and Conditions save and except where such loss and damage may have been incurred and suffered as a result of gross negligence, wilful misconduct, wilful default or fraud.

5.12.2 You further agree to be bound by these Terms and Conditions pursuant to which we and/ or the nominee effects each purchase, switching or redemption of any of the Investments.

5.12.3 Neither we nor the nominee shall be required to take any legal action unless fully indemnified to our/its/their reasonable satisfaction (as a prerequisite to taking such action) for all costs and liabilities by you.

5.12.4 Nothing in these Terms and Conditions or the indemnities contained in this Clause shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Malaysia.

5.13 Termination

5.13.1 The agreement entered between you and us in relation to the Investment product may be terminated by us at our discretion at any time with prior written notice to you. The said agreement may be cancelled by you by giving us not less than twenty one (21) days' prior notice in writing.

5.13.2 If there is more than one Accountholder, the investment account shall continue to be subject to the same mandate or authority as the Account upon the death or incapacity of any one or more of such persons.

5.13.3 Upon termination of the agreement in relation to the Investment product, we are authorised by you to request the UTMC concerned to transfer the Investments into your name. We shall not be liable to arrange for such transfer of the Investments until all your liabilities to us pursuant to these Terms and Conditions (including any outstanding fees and expenses payable under these Terms and Conditions) shall have been fully discharged. After such transfer, we and/or the nominee shall be discharged from any further responsibility.

5.14 Non-Exclusivity

5.14.1 The Services provided by us (and/or by the nominee on the behalf of us) to you under these Terms and Conditions are non-exclusive and neither we nor the nominee shall be liable or under any obligation:

i. to account to you for any benefit received by us and/ or the nominee for providing such Services to others; or
ii. to disclose to you any facts or matter which may come to our notice or the notice of the nominee and or our/its/their respective staff and agents in the course of providing such Services to others or in the course of our and the nominee's business in any other capacity or in any manner other than in the course of carrying out our and the nominee's duties under these Terms and Conditions.

5.15 Representations and Warranties

5.15.1 By applying to us for the provision of the Investment Services upon these Terms and Conditions, you (and if the customer is more than one individual, each of such individuals) represent, warrant and certify that you have read these Terms and Conditions and agree to be bound by them and that you are not nor will you, by accepting these Terms and Conditions, be in violation of the provisions of any law,

regulation, order or decree of any governmental authority or agency to which you are subject or any other contract, undertaking or agreement binding on you, your assets or to which you are subject.

5.16 General

5.16.1 We shall have a first and general lien on all Investments held pursuant to these Terms and Conditions for any amounts properly due from the customer to us set out in these Terms and Conditions. We shall have the right, and is authorised to the fullest extent permitted by law, with seven (7) calendar days' prior written notice to the customer to:

i. set-off;
ii. appropriate; and
iii. apply any credit balance,

on the Account (whether matured or not in the case of fixed or time deposits) against any amount properly due from the customer to us as set out in these Terms and Conditions.

5.16.2 If the customer consists of more than one (1) person, the following shall apply:

i. the liabilities of all such persons shall be joint and several;
ii. we shall be entitled to require such persons to inform us in writing whether transactions in respect of the Investments should only be carried out upon the instructions:
    a. of only one (1) such person;
    b. of two (2) or more such persons; or
    c. of all such persons;

    provided always that such person(s) under the age of eighteen (18) years shall not be eligible to give any instructions in respect of any investments;
iii. we shall be entitled to act upon the instructions of such person whose name appears first in the Account;
iv. we shall treat the person whose name appears first in the Account as the person entitled to receive any moneys payable under these Terms and Conditions and the receipt by such person of any moneys payable under these Terms and Conditions in respect of such Investments shall be good discharge to us;
v. where any communication or notice is required to be given to you, it shall be sufficient for us to give such notice only to the person whose name appears first in the Account;
vi. subject to (vii) below, in the case of the death of one of such persons, we and the nominee shall recognise the surviving person(s) as the only person or persons having any title, right or interest to and in the Investments; and
vii. where a sole surviving person or all the surviving persons is or are under the age of eighteen (18) years, we and the nominee shall recognise only the estate(s) of the deceased person(s) as having any title, right or interest to and in the Investments.

5.16.3 We shall, and shall procure that the nominee shall, comply with the provisions of any law, regulation or order now or hereafter in force which purports to impose any duties on us and/or the nominee as the holder of any Investments to give any notification or to take or refrain from taking any action.

5.16.4 We shall be under no duty to take any action other than as specified in these Terms and Conditions with respect to any of the Investments or cash held by us and/ or the nominee under these Terms and Conditions. We shall be entitled to receive and to act, or procure the nominee to act, upon any advice of counsel and shall be without liability for any action taken or thing done in good faith in reliance upon such advice (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

5.16.5 We shall give the customer twenty one (21) calendar days' prior written notice with reason(s) of any amendments or change to these Terms and Conditions.

5.16.6 If at any time any of the provisions of these Terms and Conditions is or may become under any written law, or is found by any court or administrative body of competition jurisdiction to be, illegal, void, invalid, prohibited or unenforceable, such provision shall not comprise part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the illegal, invalid, prohibited or unenforceable provision or its severance from these Terms and Conditions.

5.16.7 Unless the context otherwise requires, in these Terms and Conditions words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and the neuter gender.

5.16.8 The agreement set out in these Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The customer irrevocably submits to the non-exclusive jurisdiction of the courts in Malaysia.

C. *SAFE DEPOSIT BOX*

Safe Deposit Box Terms and Conditions can be viewed at https://www.rhbgroup.com/personal/safe-deposit-box/index.html, to be read together with Safe Deposit Box Agreement.

D. *RHB ISLAMIC BANK BERHAD'S SERVICES*

6. Current Account

Cheques and Cheque Books

6.1 You must at all times only use cheques supplied by us in relation to any of our current account.

6.2 You undertake to ensure the safety of all cheques at all times and to immediately lodge a police report and to inform us of any loss of cheques in writing, failing which, we shall not be held responsible for any losses arising from the lost cheques being dealt with in any manner.

6.3 You must ensure that sufficient funds are maintained in your current account at all times for payment of cheques issued.

6.4 We may refuse to honour cheques where the signature differs from the specimen signature provided or cheques which are not drawn in a manner acceptable to us.

6.5 No alterations whatsoever shall be made on cheques. We reserve the right not to honour, and then return the cheques which in our opinion bear any form of alteration (whether countersigned by the drawer or otherwise). We also reserve the right not to honour any cheques which is damaged or has technical errors which include a post-dated cheque, cheque showing inconsistency between the words and figures or with illegible handwriting.

6.6 We will perform any order cancelling payment of cheques only when a letter of instruction signed by you has been received by us. We are not to be held responsible for any loss caused by your failure to inform us.

6.7 All cheques, including all unused cheques, remain as our property. Upon closure of the current account, whether by you or by us, all unused cheque book/leafs issued to you in respect of the current account shall be returned to us.

6.8 The cheques shall be subject to all applicable rules, regulations, policies and guidelines including BNM's guidelines on Cheque Truncation and Conversion System (CTCS).

Bad Cheques

6.9 We reserve the right not to honour any cheques issued by you if there are insufficient funds in your current account for payment of the cheque and if there are other technical errors (for example, handwritten mistakes or typographical errors).

6.10 We reserve the right to close or impose restrictions/conditions with fourteen (14) calendar days' prior written notice with reason(s) given to you, on all or any of your current accounts with us, if such current account is not conducted satisfactorily or has been listed with the Bank's dishonoured cheque tracking system.

Account Statements

6.11 A statement of the current account will be issued to you depending on the frequency of the statement being issued according to the products offered.

All current accounts are protected by PIDM up to RM250,000 for each depositor.

7. RHB Smart Account-i (SA-i)

RHB Smart Account-i (SA-i) Terms and Conditions

7.1 The RHB Smart Account-i is open to Resident and Non-Resident individuals aged eighteen (18) years and above in a single name only ("**RHB Smart Account-i Holder**").No joint account is allowed.

7.2 Sole Proprietorships, Partnerships, Professional Practices, Clubs, Societies, Associations, Schools, Corporations, Non-Profitable Organisations and other business entities are not eligible to open or to operate the RHB Smart Account-i.

7.3 The RHB Smart Account-i Holder is required to provide a valid email address and a mobile number to be registered with RHB Online Banking for opening of the RHB Smart Account-i.

7.4 Each eligible customer is allowed to open and operate only one (1) account, either conventional or Islamic.

7.5 The minimum initial deposit to open the RHB Smart Account-i is Ringgit Malaysia One Thousand (RM1,000).

7.6 No introducer is required to open the RHB Smart Account-i, except for external account (i.e. Ringgit account opened by a Non-Resident) who puts in a request for cheque book.

7.7 Cheque book facility is available upon request. The applicable standard terms and conditions together with fees and charges shall apply for such facility.

7.8 Overdraft facility is not available for the RHB Smart Account-i.

7.9 The RHB Smart Account-i Holder will earn a *Base Profit Rate, which is calculated based on daily account balance. Base Profit Rate earned will be credited into the RHB Smart Account-i on the last day of each month.

7.10 You may make any permissible transactions such as deposit, withdrawal or transfer through any of the following methods: Over the counter (OTC), ATM, RHB Online Banking, RHB Mobile Banking or any other facility made available by us.

Bonus Profit Rate
The RHB Smart Account-i Holder who fulfils the below requirements within a calendar month will be entitled for additional Bonus Profit Rate:

7.11 The minimum Monthly Average Balance ("**MAB**")* required is RM1,000.

**MAB is defined as the sum of end day daily account credit balance for the month/number of calendar days of the month.*

7.12 To enjoy bonus profit rate **for "PAY", "SPEND"** and **"INVEST",** the RHB Smart Account-i Holder must fulfill the requirements for **"SAVE"** as prescribed in Table 1 below.

7.13 The Bonus Profit Rate earned will be credited into the RHB Smart Account-i on the fifteenth (15th) calendar day of the next occurring month.

Table 1

CATEGORY	**BONUS PROFIT CRITERIA	REQUIREMENT
i. SAVE	**Bonus rate is applicable on account with minimum MAB RM1,000 up to RM100,000**	**Minimum deposit of RM2,000 in a month.** **Please refer to *Clause 7.14* below.**
ii. PAY		**Minimum 3 online/mobile banking bill payments in a month.** **Please refer to *Clause 7.15* below.**
iii. SPEND		**Aggregated RM1,000 spent on RHB Debit Card/-i or Credit Card/-i in a month.** **Please refer to *Clause 7.16* below.**
iv. INVEST	**Bonus rate (flat rate) applicable on net investment amount**	**Purchase of eligible RHB financial products with minimum amount of RM1,000.** **Please refer to *Clause 7.17* below.**

***Please refer to www.rhbgroup.com for the latest base profit rate and bonus profit rate per annum*

7.14 In relation to the stipulated requirements in Table 1 for the **"SAVE"** category:
7.14.1 **"SAVE"** means the total of new saving in the RHB Smart Account-i of the RHB Smart Account-i Holder. **"SAVE"** is divided into two (2) categories as shown in the table below,

SAVE (TABLE A) (transactions below are included for Bonus Rate)		NON SAVE TRANSACTION (TABLE B) (transactions below are excluded from Bonus Rate)
i) Cash Deposit ii) Cash Deposit Pos iii) Credit Transfer iv) Term Deposit Credit v) Cashier Order Credit vi) Demand Draft Credit vii) Telegraphic / RENTAS/ IBG Transfer Credit viii) EASY Pinjaman Ekspres disbursement/ Personal Financing disbursement ix) RHB Auto Credit x) MARA Payment Credit xi) EPF Payment Credit	xii) Money Order / Purchase order Deposit xiii) REFLEX – Funds Transfer Credit xiv) REFLEX – Payroll Payment Credit xv) REFLEX – Auto credit xvi) MCA/-i Credit xvii) IBK Cash Advance Credit xviii)ATM IBFT Cr At RHB xix) ATM IBFT Cr At MEPS xx) DuitNow	i) Fund transfer within RHB current / saving/-i account ii) Cheque Deposit

7.15 In relation to the stipulated requirements in Table 1 for the **"PAY"** category:

7.15.1 **"PAY"** means the payment made from the RHB Smart Account-i of the RHB Smart Account-i Holder via RHB Online Banking or RHB Mobile Banking Application to pay utilities bill or other bills under participating billing organisations. **"PAY"** is divided into two (2) categories as shown in the table below.

PAY (TABLE A) (transactions below are included for Bonus Rate)	PAY (TABLE B) (transactions below are excluded from Bonus Rate)
Bill payment under Other Biller and JomPAY made to billing organisation via RHB Online Banking or RHB Mobile Banking Application	i) Payment to any RHB Credit Card/-i ii) Payment to any RHB Loan/Financing iii) Payment via FPX

7.15.2 Payment made by debiting from the RHB Smart Account-i of the RHB Smart Account-i Holder under the standing instruction/ recurring bill payments are included for Bonus Rate.

7.16 In relation to the stipulated requirements in Table 1 for the **"SPEND"** category:

7.16.1 **"SPEND"** means the total retail spending by the RHB Smart Account-i Holder. **"SPEND"** is divided into two (2) categories as shown in the table below.

RETAIL SPENDING (TABLE A) (transactions below are included for Bonus Rate)	RETAIL SPENDING (TABLE B) (transactions below are excluded from Bonus Rate)	
i) Local and overseas retail purchases ii) SPEND via JomPAY	i) Easy Payment Plan (EPP) ii) Balance Transfer (BT) iii) Cash Excess iv) Credit Card/-i Outstanding Balance v) Finance Charge vi) Annual Fee vii) Late Payment Charge	viii) Reversal on Transaction ix) Disputed Transaction x) Fraudulent Transaction Card/-i xi) Card Replacement fee xii) Sales and Service Tax (SST) xiii) Dial-An-Instalment xiv) Other Fees and Charges

7.16.2 All retail transactions amount charged and posted to the RHB Smart Account-i Holder's principal and (where applicable) supplementary RHB credit card(s) and/or Debit Card(s) within the calendar month will be aggregated for computing the total amount charged.

7.16.3 For existing or new Debit Card/-i, the card has to be tagged as primary to RHB Smart Account-i in order to qualify for bonus profit rate under **"SPEND"** category.

7.16.4 Total accumulated spending can be in multiple credit cards under the same customer's profile. However, to be eligible for Debit Card/-i retail spending, RHB Smart Account-i must be tagged as primary account to the respective Debit Card/-i.

7.16.5 "SPEND" made via JomPAY from the RHB Credit Card/-i and/or Debit Card-i of the RHB Smart Account-i Holder under the standing instruction/ recurring bill payments are **included** for Bonus Rate.

7.16.6 All retail transactions bearing posting dates within the same calendar month will be aggregated for computation. Any retail transaction amount which is not posted will not be computed. We are not responsible for any failure or delay for the transmission or posting of any retail transaction. Our records on the posting date of any retail transaction shall be final, conclusive and binding.

7.16.7 If there is a void or reversal transaction (cancellation of spend), the bonus profit calculation for the same calendar month will take the net spending amount after deducting the voided amount. For example, if a RHB Smart Account-i Holder spends RM2,000 on 5 August 2020 with his/her RHB Credit Card/-i, subsequently there is a void transaction amounting RM500 in his RHB Credit Card/-i on 15 August 2020, the bonus profit calculation for August 2020 will be computed based on net spending amount of RM1,500.

7.16.8 The following amounts incurred through the use of RHB Credit Card/-i and/or Debit Card/-i is/are excluded from computation of retail transaction amount:

i. Credit Card/-i and/or Debit Card/-i fees and charges (e.g. annual fees, finance and late payment charges, etc.);
ii. balance transfer/Easy Payment Plan (EPP)/Cash Excess;
iii. amounts converted to Instalment plan/ Dial-An-Instalment;
iv. transactions that are voided, reversed or cancelled within the calendar month; and
v. such other amounts notified by RHB from time to time.

7.16.9 If the RHB Credit Card/-i and/or Debit Card/-i is terminated for any reason by the 10th of the following month, whether by the RHB Smart Account-i Holder or us, then all amounts charged and posted within the calendar month (if any) are disqualified from computation of retail transaction amount. For example, if the eligible customer terminates his RHB Credit Card/-i on 7 September 2020, then all amounts

charged and posted to the terminated Credit Card/-i from 1 August 2020 until 31 August 2020 (if any) are disqualified and will not be computed.

7.17 In relation to the stipulated requirements in Table 1 for the **"INVEST"** category:

7.17.1 **"INVEST"** means the purchase of RHB financial products with minimum of RM1,000 accumulated within a calendar month. Bonus profit payment will be paid based on net investment amount.

Net investment amount = Total Investment Amount – (Sales Charge and SST)

7.17.2 To enjoy the Bonus Profit Rate, the purchase must be done through RHB Islamic Bank and/or RHB Bank Retail Branches.

7.17.3 Only confirmed purchased amount of RHB financial products within the same calendar month will be aggregated for bonus profit computation.

7.17.4 Bonus profit will only be paid after the Cooling Off Period (if any).

7.17.5 RHB Ringgit Malaysia denominated investment product transactions such as non-Employees Provident Fund (EPF) Investment, Private Retirement Schemes (PRS) & Unit Trust (UT) funds which encompasses funds distributed by RHB Bank and RHB Islamic Bank, excluding ASNB-VP funds, with minimum sales charge 4% and above are eligible.

7.18 The Base Profit Rate and Bonus Profit Rate might vary from time to time and the RHB Smart Account-i Holder may find the latest rates at our website at www.rhbgroup.com.

7.19 In the event of closure of the RHB Smart Account-i or the RHB Smart Account-i is not in active status, the RHB Smart Account-i Holder will not be entitled for any Base Profit Rate or Bonus Profit Rate for the calendar month.

7.20 Monthly account statement for the RHB Smart Account-i can be viewed via RHB Online Banking.

Shariah Principles

Commodity Murabahah

7.21 The Shariah principle for RHB Smart Account-i is Commodity Murabahah (cost plus profit) via Tawarruq arrangement (monetisation). Under this principle, you shall appoint us as agent to do all acts as fully as you could do with respect to the purchase of Shariah compliant goods and commodities in the local markets, at the purchase price to be mutually agreed between you and us ("**Purchase Price**").

7.22 Commodity is referring to any commodity as determined by us which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from us as to the quality, condition, quantity and description and without liability on the part of the Bank for any loss, damage or deterioration not attributable to the Bank's gross negligence, wilful misconduct, wilful default or fraud ("**Commodity**").

7.23 The transfer of the Commodity shall be evidenced by Commodity e-certificates. You have the right to take delivery of the Commodity. Should you choose to exercise this right, please notify us in writing of such intention prior to the deposit placement, failing which we shall deem that you are agreeable to proceed with the Trade Transactions as set out in clause 7.34. You further acknowledge and agree that you shall bear any and all costs and expenses incurred by us to deliver such Commodity to you.

7.24 We shall purchase from you the Commodity at a selling price comprising the Purchase Price and the profit on a deferred basis ("**Selling Price**").7.25The tenure of the Selling Price will be the remaining days from deposit placement day until the end of the year ("**Tenure**").

Appointment as Agent

7.26 You agree to appoint us and we agree to accept the appointment as your agent ("**Agent**") to:

(a) do and execute the purchase and sale of the Commodity in accordance with these Terms and Conditions; and

(b) negotiate with, the Commodity traders, industrial firms, their suppliers and their clients on your behalf in relation to the purchase and sale of the Commodity.

7.27 You shall not revoke our appointment as Agent as long as the RHB Smart Account-i remains available. Our appointment as your Agent shall cease upon closure of the RHB Smart Account-i.

7.28 Each transaction will be entered into by us in your name on a fully disclosed basis. We as Agent will look after your best interest and act in good faith in performing our obligations and dealing in the transactions.

7.29 We shall be authorised to delegate our rights and duties as such Agent in these Terms and Conditions to any third party to do all acts necessary for the completion of the required transactions.

7.30 You shall be held liable for the trade transactions referred to in Clause 7.34 ("**Trade Transactions**") entered into by us as an Agent, save and except where such actions, claims, demands, liabilities, losses, damages, costs and expenses arise from the gross negligence, wilful misconduct, wilful default or fraud of the Agent.

7.31 You shall indemnify us on our first demand against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by us as a result of the buying and selling of the Commodity under any transaction under these Terms and Conditions as Agent or a breach by you of any of your obligations in these Terms and Conditions unless such losses, claims, actions, proceedings, damage, costs and expenses are as a result of our gross negligence, wilful misconduct, wilful default or fraud as Agent.

7.32 The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off counter claim or otherwise.

7.33 We shall not be obliged to enter into any transaction, nor follow any of your instruction, if in our opinion by entering into such transaction or following such instruction, we or any of our affiliates would be in contravention or violation of any law, policy, rule or regulation.

Trade Transactions

7.34 Subject to the provisions contained in these Terms and Conditions, the Murabahah transactions shall be as follows:

a) On any Business Day, you shall make deposit placement by depositing the minimum amount required (initial deposit) in order to activate the RHB Smart Account-i.

b) By making the deposit placement, you appoint us as Agent and instruct us to enter into a purchase transaction to purchase the Commodity for an amount equal to the deposit placement during the Tenure ("**Purchase Transaction**").

c) On the next day, we as Agent for and on your behalf, will purchase the Commodity at the Purchase Price from the supplier using the deposited amount.

d) After possessing ownership of the Commodity on your behalf, we as Agent will subsequently sell the Commodity to ourselves at a Selling Price ("**Sale Transaction**") on deferred payment basis.

e) Subject to rebate, we will pay the Selling Price on instalment basis where the Profit will be credited monthly and the principal will be paid based on set-off mechanism (as stated in Clause 7.38 below).

f) On the last day of the Tenure ("**Maturity Date**"), we shall pay the outstanding balance of the Selling Price minus rebate (where applicable) under the Sale Transaction (if any) and subsequently, will make a new Commodity Murabahah via Tawarruq transaction for a new tenure in accordance with these Terms and Conditions.

g) The Purchase Transaction and the Sale Transaction shall collectively be referred to as Trade Transactions.

h) The brokerage/trading fees to buy and sell the Commodity will be borne by us.

7.35 Commodity Trading

The Commodity trading will take place on daily basis based on the amount as at cut-off-time which will be at 11.59 p.m. It will be transacted on the following day ("**Commodity Trading**").

7.36 Trading Amount

The trading amount will be determined by taking the daily balance of aggregate deposits and withdrawals for the respective day ("**Daily Balance**"):

a) If the daily deposit is larger than daily withdrawal, Commodity Trading would be done on the Daily Balance.

b) If daily withdrawal is the same or larger than daily deposit, the trading amount will be nil. No Commodity Trading will take place.

7.37 Profit Calculation

Calculation of the Selling Price for trading purposes and actual Profit ("**Actual Profit**") received by you will be based on the following formulas:

Selling Price = *Daily Balance of SA-i x (1+ CPR % x* $\frac{Days*}{365}$)	****Actual Profit** = *Aggregate Balance of SA-i x EPR%*** x* $\frac{1}{365}$
**No. of days will be determined based on the remaining days from date of deposit until the end of the tenure (Profit crediting will be done on monthly basis).* *CPR: Contracted Profit Rate* *CPR is used as the ceiling rate to determine the Selling Price. Current CPR is at 4.0 %.*	*** Actual Profit accrued daily and will be credited to customer account on monthly basis.* ****Effective Profit Rate (EPR) will differ based on the respective products.*

7.38 Rebate (Ibra')

You agree to give rebate based on the following formula events:

a) If daily withdrawal is greater than daily deposit:

Daily balance x CPR x $\frac{Days*}{365}$

b) When EPR is lower than CPR

Aggregate Balance of SA-i x (CPR-EPR) x $\frac{Days**}{365}$

c) If there is any change in CPR

Aggregate Balance of SA-i x Previous CPR x $\frac{Days***}{365}$

**The remaining days from date of withdrawal until the Maturity Date*
*** The days from deposit placement until the Profit crediting day*
**** The remaining days from new CPR until the Maturity Date.*

7.39 Notification of Completed Trading
You will be notified on the transacted amount, date of transaction and entitled Profit rate through your respective bank statements.

7.40 Set-off Mechanism due to New Deposit and Withdrawal

i. New deposits (you appoint us as Agent to buy and sell the Commodity on your behalf) and withdrawals (Qard (loan) by us to you) will be set-off daily against each other during the cut-off time.
ii. In the event the daily withdrawal is greater than the daily deposit, the payment of the Selling Price will be accelerated and set-off against relevant withdrawal amount.
iii. Despite the above, once you have instructed us to enter into a Purchase Transaction and you fail to effect payment of the Purchase Price of the Commodity on the relevant purchase date, you shall bear all actual losses and indemnify us pursuant to Clause 7.31 above.
iv. In the event you make deposit placement via cheque, we shall advance our own money for the purpose of the Commodity Trading by way of Qard (loan) prior to cheque clearing. The amount advanced by us shall be set-off against the clearing amount made available thereafter.

7.41 Renewal Instructions
You instruct and authorise us to renew your RHB Smart Account-i placement upon the expiry of each Maturity Date subject to your acceptance on Terms and Conditions contained herein. You shall continue to appoint us as your Agent to undertake the Trade Transactions for renewal purposes.

Profit Payment to Charity

7.42 You are given an option to donate certain percentage of your profit earned from your RHB Smart Account-i to charity.
7.43 For the purpose of profit payment to charity, you appoint and authorise us as agent to channel the profit portion to the selected charitable bodies on our profit crediting day as per agreed percentage.
7.44 You are to confirm and select the following:-
a) Percentage of the profit payment to channel to charity;
b) Selection of charitable bodies. Please refer to www.rhbgroup.com for the latest list of charitable bodies.
7.45 You agree to donate to charity based on the following formula:

Profit from SA-i x Percentage of profit payment (%) = Profit to be credited into charitable bodies' account.

7.46 You will be notified on amount that has been channelled to charity through your respective bank statement.
7.47 The list of appointed charitable bodies will go through a screening process and periodic Shariah review to avoid non-Shariah compliant elements. In any event, we shall not be held liable if any of the selected charitable bodies is found to be involved in non-Shariah compliant activities.

RHB Smart Account-i is protected by PIDM up to RM250,000 for each depositor. Investment products are not protected by PIDM.

8 Multi Currency Account-i (MCA-i)

Multi Currency Account-i (MCA-i) Terms and Conditions

General Terms and Conditions

8.1 These general terms and conditions are applicable for both Qard Multi Currency Current Account-i (QMCCA-i) and Commodity Murabahah Multi Currency Account-i (CMMCA-i) (collectively referred to as "MCA-i") opened or to be opened with RHB Islamic Bank Berhad (the Bank).
8.2 The Bank reserve the right to stipulate the acceptable type of foreign currency. For QMCCA-i, hibah (gift) may be given at the Bank's discretion. For CMMCA-i, the profit rates for deposits will be subject to certain tenures and conditions in which full details can be viewed at www.rhbgroup.com.

8.3 Opening of MCA-i with the Bank shall be administered in compliance with the relevant provisions of the Foreign Exchange Policy ("FEP Notices") and directions issued by Bank Negara Malaysia ("BNM") pursuant to the Islamic Financial Services Act 2013 and its amendments thereto from time to time.

8.4 In accordance with the FEP Notices, all foreign currency accounts maintained by Malaysian residents with licensed onshore banks in Malaysia shall be designated as either Trade Foreign Currency Account (Trade FCA) or Investment Foreign Currency Account (Investment FCA) based on the purpose of opening of account. The approved sources and uses of funds of both Trade FCA and Investment FCA are as per the FEP Notices, regulations or directions issued by BNM. The classification of MCA-i by the Bank is as per below:

i. For Individuals, the MCA-i Individual Account (INDA/NSCM) is classified as Investment, while, MCA-i Individual Export Proceeds Account (INEX/ITCM) is classified as Trade FCA.

ii. For Entities, the MCA-i Export Proceeds Account (EXPA/XPCM) is classified as Trade FCA, while, MCA-i non Export Proceeds Account (NEPA/EQCM) is classified as Investment FCA.

8.5 The operations, sources and uses of funds in the Trade FCA and Investment FCA with the Bank shall be governed by the relevant provisions under the FEP Notices, regulations and directions issued by BNM from time to time and amendments to the same from time to time.

8.6 The MCA-i is a non-cash account. Export or non-export proceeds may be deposited only by means of conversion from RM CASA/-i, telegraphic transfer, foreign bank draft, cheque or negotiable instrument in such form and substance acceptable to us. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and moneys payable to the Accountholder shall be credited to the MCA-i at the prevailing exchange rate on the payment date or any rate agreed by the customer on the payment date.

8.7 No withdrawals from the MCA-i will be permitted in any foreign currency in cash in Malaysia.

8.8 The Bank reserves the right to levy a service charge in connection with the operation of MCA-i. The applicable service charge will be notified to the Accountholder from time to time in the manner set out in these Terms and Conditions. A statement of account will be issued to the Accountholder every month.

8.9 The Bank shall not be responsible or liable for any loss resulting from the remittance or transfer of proceeds of any deposit uplifted where such proceeds are remitted or transferred in accordance with instructions given by the Account holder (unless the same is attributable to our gross negligence, willful misconduct, willful default or fraud).

8.10 No deposit may be assigned, charged, pledged or otherwise encumbered by the Accountholder in any manner whatsoever except with our prior written consent of the Bank.

8.11 Where the repayment of the deposit is rendered illegal or deferred by any act or order of the Government of the currency involved or of the country where such deposit is alternatively placed, the Accountholder must accept the risk of such foreign acts of state. We shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency, or in the country where such deposit is placed.

8.12 For resident(s) with domestic borrowings/financings, who is:

i. Converting Ringgit Malaysia into foreign currency; or

ii. Using foreign currency funds in Trade FCA

for the purpose of investing in foreign currency or deposit into the Investment FCA is subject to such limit imposed by BNM, i.e. up to RM1 million p.a. for individual accounts. No limit is imposed for Residents without any Domestic Ringgit Borrowing/Financing. Not applicable to Non-Residents.

8.13 The Bank reserve the right to assign a committed or internal limit to the MCA-i which may be less than the eligible limit by virtue of Islamic Financial Services Act 2013 and Notice 3 of the FEP Notices. This also applies to the Accounts where no limits have been imposed. This committed or internal limit shall be subject to periodic reviews by the Bank.

8.14 All foreign currency proceeds for export of goods are to be credited into Trade FCA only.

8.15 All THB currency ("THB") in MCA-i is defined as Non-Resident Baht Account (NRBA) to accommodate THB funds for the purpose of settlement in trade, services, lending or direct investment activities in Thailand ONLY. The MCA-i CANNOT accommodate THB funds/settlement that is not in the same category such as Non-Resident Baht Securities (NRBS).

8.16 Conversion of IDR funds in the MCA-i to Ringgit Malaysia or other foreign currencies is subject to market depth or counterparties availability.

8.17 The Accountholder shall furnish the Bank with any information as may be required by the Bank from time to time pertaining to the FEP Notices.

8.18 The Bank reserve the right to convert and remit such deposits to the Registrar of the Unclaimed Moneys in Ringgit Malaysia or in any other foreign currency as the Bank deem appropriate at our prevailing conversion rate.

8.19 The Bank shall be at the liberty at any time with prior notice of not less than seven (7) calendar days given to the Accountholder in the manner prescribed in the Terms and Conditions to set-off the deposited sum or any part thereof against such indebtedness in Malaysia and abroad, actual or contingent, primary or collateral, joint and several despite such indebtedness is in a different currency from the deposit and the Bank are authorized to effect any necessary conversion at the conversion rate at our prevailing conversion rate.

8.20 Despite the above terms and conditions, the opening and operation of the MCA-i is subject to the banking practices and laws of Malaysia, Islamic Financial Services Act 2013, rules and regulations of the Association of Banks in Malaysia and the rules and notices applicable for foreign exchange transaction under the Foreign Exchange Control

for Malaysia as determined by the FEP Notices including any amendments made to such laws, rules and regulations from time to time.

8.21 All MCA-i are protected by PIDM up to RM250,000 for each depositor.

Commodity Murabahah Multi Currency-i (CMMCA-i) Terms and Conditions

8.22 These Commodity Murabahah Multi Currency-i terms and conditions are applicable for both call and term deposit Accounts (collectively referred to as "CMMCA-i") opened or to be opened with the Bank.

8.23 CMMCA-i shall operate in accordance with the Shariah concepts of Commodity Murabahah (cost plus profit) via Tawarruq Arrangement (monetization). Under this principal, the Customer shall appoint the Bank as agent to do all acts as fully as the Customer could do with respect to the purchase of Shariah compliant goods and commodities in the local markets at the purchase price to be mutually agreed between the Customer and the Bank ("Purchase Price").

8.24 By making deposit and/or subsequent placement, the customer agrees to these Terms and Condition.

8.25 Commodity is referring to any commodity as determined by the Bank which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from the Bank as to the quality, condition, quantity and description and without liability on the part of the Bank for any loss, damage or deterioration not attributable to the Bank's gross negligence, wilful misconduct, wilful default or fraud ("Commodity").

8.26 No commodity transaction shall be made in gold, silver, currencies, assets to be constructed or under construction, assets which are debt in nature or any Commodity that are not halal and not Shariah compliant such as pork, alcoholic drinks, tobacco and narcotics.

8.27 The transfer of the Commodity shall be evidenced by Commodity E-certificates.

8.28 The profit payment shall be paid at maturity.

8.29 The Bank shall purchase from the Customer the Commodity at a selling price comprising the Purchase Price and the Profit on a deferred basis ("Selling Price"). The Selling Price shall be calculated in a manner as stipulated in clause 8.48 and 8.49.

8.30 The cash upfront payment shall be treated as a security deposit ("Hamish Jiddiyah") by us to secure a promise to purchase the asset and it is given based on trust.

8.31 Upon entering into the sale and purchase contract, the security deposit will be treated as part of the payment of the agreed Selling Price.

8.32 For avoidance of doubt, the tenure of the Selling Price will be as the following ("Tenure"):

i. For call deposit, the remaining days from deposit placement day until the end of the year.

ii. For term deposit, the tenure shall be determined by the Bank at its sole and absolute discretion

8.33 The trading transactions shall be done in the same currency placed and/or transacted by customer.

Appointment as Agent

8.34 The Customer agrees to appoint the Bank and the Bank agrees to accept the appointment as agent of the Customer to do and execute purchase and sale of the Commodity in accordance with these Terms and Conditions and to negotiate with the Commodity traders, industrial firms, their suppliers ("Supplier") and their clients on behalf of the Customer in relation thereto ("Agent").

8.35 The Customer shall not revoke the appointment of the Bank as agent as long as the account remains available. The appointment of the Bank as agent of the Customer shall cease upon closure of the account.

8.36 Each transaction will be entered into by the Bank in the name of the Customer on a fully disclosed basis. The Bank as Agent will look after the best interest of the Customer and acts in good faith in performing its obligations and dealing in the transactions.

8.37 The Bank shall be authorized to delegate its rights and duties as such Agent herein to any third party to do all acts necessary for the completion of the required transactions.

8.38 The Customer shall be held liable for the trade transactions referred to in Clause 8.41 ("Trade Transactions") entered into by the Bank as an Agent, save and except where such actions, claims, demands, liabilities, losses, damages, costs and expenses arise from the gross negligence, wilful misconduct, wilful default or fraud of the Agent.

8.39 The Customer indemnifies the Bank on its first demand against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by the Bank as a result of the buying and selling of the Commodity under any transaction hereunder as Agent of the Customer or a breach by the Customer of any of his/her/their obligations herein. The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off counter claim or otherwise.

8.40 The Bank shall not be obliged to enter into any transaction, nor follow any instruction of the Customer, if in the opinion of the Bank by entering into such transaction or following such instruction, the Bank or any of its affiliate would be in contravention or violation of any law, policy, rule or regulation.

Trade Transactions

8.41 Subject to the provisions herein contained, the Murabahah transactions shall be as follows:

i. On any Business Day, the Customer shall make deposit placement by depositing the minimum amount required (initial deposit) in order to activate the account.
ii. By making deposit placement, the Customer hereby appoints the Bank as Agent and instructs the Bank to enter into a purchase transaction to purchase Commodity for an amount equals to the deposit placement ("Purchase Transaction").
iii. Simultaneously (or on the next day), Bank as Agent for and on behalf of the Customer, will purchase the Commodity at the Purchase Price from the supplier using the deposited amount.
iv. After possessing ownership of the Commodity on behalf of the Customer, the Bank as Agent will subsequently sell the commodity to itself at a Selling Price ("Sale Transaction") on deferred payment basis.
v. Sale transaction for call and term deposit shall be conducted on the following manner:
   a. For call deposit, subject to rebate (ibra') terms, the Bank will pay the Selling Price on instalment basis where the Profit will be credited monthly and the principal will be paid based on set-off mechanism. On the last day of the Tenure ("Maturity Date"), the Bank shall pay the outstanding balance of the Selling Price minus rebate (where applicable) under the sale transaction (if any) and subsequently, will make a new Commodity Murabahah via Tawarruq transaction for a new tenure in accordance with the Terms and Conditions herein.
   b. For term deposit, on the last day of the Tenure ("Maturity Date"), the Bank shall pay the deferred sale price under the Sale Transaction ("Selling Price") in accordance with the Terms and Conditions herein.
vi. The Purchase Transaction and the Sale Transaction shall collectively be referred to as Trade Transactions.
vii. The brokerage/ trading fees to buy and sell the commodity will be borne by the Bank.

8.42 Despite the above, the customer has instructed the Bank to enter into a Purchase Transaction and the customer fail to effect payment of the Purchase Price of the Commodity on the relevant purchase date, the customer shall bear all actual losses and indemnify us pursuant to Clause 8.39

8.43 For the purposes of the Trade Transactions and these Terms and Conditions, the expression "Business Day" means a day (excluding Saturday, Sunday and Public Holiday) which the Bank are open for business in Malaysia.

Commodity Trading

8.44 The commodity trading will take place on daily basis based on the amount as at Cut-off-time (COT) which will be at 11.59pm. It will be transacted on the following day ("Commodity Trading").

Trading Amount

8.45 For call deposit, The Trading Amount will be determined by taking the daily balance of aggregate deposits and withdrawals for the respective day ("Daily Balance"):
   i. If the daily deposit is larger than daily withdrawal, Commodity Trading would be done on the Daily Balance.
   ii. If daily withdrawal is the same or larger than daily deposit, the trading amount will be nil; no Commodity Trading will take place.

8.46 For term deposit, the Trading Amount will be determined by placement amount.

Profit Calculation

8.47 For call deposit, calculation of Selling Price for trading purposes and actual Profit ("Actual Profit") received by customer will be based on the following formulas:

<u>Selling Price</u>

$$Selling\ Price = Daily\ Balance\ of\ Call\ deposit\ \times (1 + \left(CPR\ \% \times \frac{Days^{*}}{360\ or\ 365^{**}}\right))$$

<u>Actual Profit*</u>**

$$Actual\ Profit\ = Aggregate\ Balance\ of\ Call\ deposit\ \times EPR\ \%^{****} \times \frac{1}{360\ or\ 365^{**}}$$

**No. of days will be determined based on the remaining days from date of deposit until the end of the tenure as defined in clause 8.32 (Profit crediting will be done on monthly basis).*
CPR: Contracted Profit Rate
CPR is used as the ceiling rate to determine the Selling Price. Current CPR is at 7.0%. Bank at its discretion may change the CPR from time to time.
***360 or 365 is subjected to currency type*
****Actual Profit accrued daily and will be credited to customer account on monthly basis.*
******Effective Profit Rate (EPR) will differ based on currency.*

Rebate (Ibra')

The Customer agrees to give rebate based on the following formula events:
   i. If daily withdrawal is greater than daily deposit:

$$Daily\ Balance\ of\ Call\ deposit\ \times CPR\ \times \frac{Days^{*}}{360\ or\ 365})$$

ii. When EPR is lower than CPR

$$Aggregate\ Balance\ of\ Call\ deposit\ \times (CPR - EPR) \times \frac{Days^{**}}{360\ or\ 365})$$

iii. If there is any change in CPR

$$Aggregate\ Balance\ of\ Call\ deposit\ \times (Previous\ CPR) \times \frac{Days^{***}}{360\ or\ 365})$$

**The remaining days from date of withdrawal until Maturity Date*
***The days from deposit placement until Profit crediting day*
****The remaining days from new CPR until Maturity Date.*

8.48 For term deposit, calculation of Selling Price for trading purposes and actual profit ("Actual Profit") received by customer will be based on the following formulas:

Selling Price

$$Selling\ Price = Placement\ Amount\ of\ Term\ deposit\ \times (1 + (EPR\ \% \times \frac{Days^{*}}{360\ or\ 365^{**}}))$$

Actual Profit***

$$Actual\ Profit\ = Placement\ Amount\ of\ Term\ deposit\ \times EPR\ \%^{****} \times \frac{Days^{*}}{360\ or\ 365^{**}}$$

**No. of days will be determined based on placement tenure as defined in clause 8.32.*
***360 or 365 is subjected to currency type*
****Actual Profit accrued daily and will be compounded upon auto renewal*
******Effective Profit Rate (.) will differ based on currency.*

Rebate (Ibra')

In the event of early withdrawal, the customer agrees to give rebate based on the following formula:

$$Rebate\ Amount\ = Placement\ Amount\ of\ Term\ deposit\ \times EPR\ \%^{****} \times \frac{Days^{*}}{360\ or\ 365^{**}}$$

Notification of Completed Trading

8.49 The Customer will be notified on transacted amount, date of transaction and entitled Profit rate through their respective bank statements.

Set-off mechanism due to new deposit and withdrawal

8.50 For call deposit, new deposits (Customer appoints Bank as Agent to buy and sell Commodity on behalf of Customer) and withdrawals (Qard (loan) by the Bank to Customer) will be set-off daily against each other during the COT.

8.51 In the event the daily withdrawal of call deposit is greater than the daily deposit, the payment of the Selling Price will be accelerated and set-off against relevant withdrawal amount.

8.52 Notwithstanding the above, once the Customer has instructed the Bank to enter into a Purchase Transaction and the Customer fails to effect payment of the Purchase Price of the Commodity on the relevant purchase date, the Customer shall bear all actual losses and indemnify the Bank pursuant to Clause 8.39 above.

Renewal Instruction

8.53 For call deposit, Bank will automatically renew Customer's account upon the expiry of each Maturity Date.

8.54 For term deposit, unless instruction is received on a term deposit placement date or at least two (2) business days before a term deposit matures, the customer hereby instructs and authorizes the Bank to renew his/ her CMMCA-i placement upon the expiry of each maturity date subject to these the terms and conditions. For the avoidance of doubt, the Customer shall continue to appoint the Bank as his/ her Agent to undertake the Trade Transactions for renewal purposes.

8.55 The term deposit will be automatically renewed on maturity for a further identical tenure for the same currency at the prevailing profit rate at the time the deposit is renewed. Profit accrued/accumulated will be compounded on renewal.

8.56 For renewal of the term deposit, the Bank will send an official advice to the Account holder's address last registered with the Bank. The new advice will supersede and replace the earlier advice.

Premature Withdrawal

8.57 Premature withdrawal of the term deposit is not permitted unless under exceptional circumstances and at the Bank's discretion. Where a premature withdrawal of the term deposit is permitted by the Bank, no profit will be paid on the term deposit.

8.58 Partial Withdrawal is not allowed

Miscellaneous

8.59 Both the Bank and the Customer hereby irrevocably agree and acknowledge that these Terms and Conditions, the underlying structure herein and the Trade Transactions are Shariah compliant. Accordingly, each of the parties hereto agrees that it shall not henceforth raise any dispute in relation to the Shariah compliancy of these Terms and Conditions and the Trade Transactions.

8.60 Subject to the Clause 8.60 above, both the Bank and the Customer hereby agree and acknowledge that if any question arises concerning a Shariah matter in any proceedings before any court or arbitrator in relation to these Terms and Conditions and the Trade Transactions, such question shall be referred to the Shariah Advisory Council established under subsection 52 (1) of the Central Bank of Malaysia Act 2009 for its ruling, whose decision shall be final and binding upon the parties to these Terms and Conditions and the Trade Transactions and the parties shall take all steps necessary to cause/procure the court or arbitrator to refer to such question to the Shariah Advisory Council.

8.61 It is agreed and acknowledged that the provisions set out in these Terms and Conditions and each Trade Transaction is not intended to be, and shall not be, governed by the rules of the local commodity exchange on which such Commodity are traded and is considered as an OTC contract.

8.62 Time wherever mentioned shall be of the essence.

9 Savings account

Passbook

9.1 Where a passbook is issued in respect of the savings account, you must present the passbook when withdrawals are made at any of our branches.

9.2 Entries in the passbook will either be machine validated or entered manually under the signature of our authorised officer.

9.3 The passbook is not conclusive as to the current balance of the savings account as deposits may be made or items charged without any entry being made in the passbook.

9.4 The replacement for lost, mislaid or damaged passbook may be issued against a duly signed and stamped letter of indemnity by you, subject to payment of a service fee.

Easy Debit Card-i Account

9.5 Easy Debit Card-i Account is open to Malaysian citizen aged eighteen (18) and above in single name only and required to be opened to allow the connection to the Easy Debit Card-i. If customer close the Easy Debit Card-i Account, the Easy Debit Card-i shall be automatically cancelled and terminated.

9.6 Should the account holder changed their citizenship to non-Malaysian, the Bank will send a written notice to the account holder at least twenty one (21) calendar days in advance informing the account holder to close the account personally at the Bank's branch.

9.7 If the account holder failed to close the account within twenty one (21) calendar days from the date of the said notice, the Bank has the right to close the account. For the entire balance in the account, the Bank may issue a Local Demand Draft and may post the Local Demand Draft to account holder's last known address registered with the Bank or by electronic fund transfers or remittances or in such other manner as the Bank deems fit.

Savings Account Statements

9.8 Statements of the savings account will be issued to you depending on the frequency of the statement being issued according to the products offered.

10 Qard Current and Savings Account-i (Qard CASA-i)

Shariah Principle

Qard CASA-i is based on the Shariah contract of Qard. Qard refers to a contract of lending money by a lender (Customer) to a borrower (Bank) where the latter is bound to repay an equivalent replacement amount to the lender. Hibah (gift) may be given at our discretion.

Note: This is also applicable for Qard Basic Current and Savings Account-i (Qard Basic CASA-i)

11. RHB Premier Current Account-i (PCA-i)

RHB Premier Current Account-i Terms and Conditions

11.1 The RHB Premier Current Account-i is open to both Resident and Non-Resident individuals aged eighteen (18) years and above ("**RHB Premier Current Account-i Holder**"). Joint account is allowed for RHB Premier Current Account-i.

11.2 RHB Premier Current Account-i is only allowed to be opened by RHB Premier customers only.

11.3 Sole proprietorships, partnerships, professional practices, clubs, societies, associations, schools, corporations, non-profitable organisations and other business entities are not eligible to open or to operate the RHB Premier Current Account-i.

11.4 The minimum initial deposit to open the RHB Premier Current Account-i is Ringgit Malaysia One Thousand (RM1,000).

11.5 No introducer is required to open the RHB Premier Current Account-i.

11.6 Cheque book facility is available upon request. The applicable standard terms and conditions together with fees and charges shall apply for such facility.

11.7 Overdraft facility against Term Deposit facility is available for the RHB Premier Current Account-i.

11.8 The RHB Premier Current Account-i Holder will earn Profit Rate, which is calculated based on daily account balance. Profit Rate earned will be credited to the RHB Premier Current Account-i on the last day of each month.

11.9 Profit Rate is computed based on split tier concept. Split tier is a profit calculation method that separates the account balance according to the balance range tier.

11.10 Profit rate is calculated based on (account balance for each balance range) x (each profit rate range) x (total number of days in a month/ total days of the year)

11.11 RHB Premier Current Account-i is categorized into two (2) classifications as per below: -

(i) Tier 1: Premier customers holding RHB Premier Current Account-i

(ii) Tier 2: Non Premier customers holding RHB Premier Current Account-i

11.12 During RHB Premier Current Account-i's account opening, Premier customer will be tagged under RHB Premier Current Account-i (Tier 1).

11.13 If the Premier membership of RHB Premier Current Account-i Holder is terminated, The RHB Premier Current Account-i will be converted to RHB Premier Current Account-i (Tier 2) based on primary account holder status.

11.14 Conversion of RHB Premier Current Account-i between Tier 1 and Tier 2 will be converted on every 1st, 9th, 16th and 23rd of the month in the event Premier membership terminated.

11.15 Notification via SMS will be sent on the day the customer account got converted between Tier 1 and Tier 2.

11.16 For example, the customer is currently a primary RHB Premier Current Account-i Holder and terminates his/her Premier membership on 12th September 2023. The Customer's RHB Premier Current Account-i will be converted to RHB Premier Current Account-i (Tier 2) on 16th September 2023. In the event that the customer gets upgraded to a RHB Premier customer on 27th January 2024 on the following year, the customer's RHB Premier Current Account-i (Tier 2) will be then converted to RHB Premier Current Account-i (Tier 1) on 1st February 2024.

11.17 Kindly refer to Section E (26) AMLA under Part A. Standard Terms and Conditions for AMLA related information.

11.18 These Terms and Conditions are to be read together with The Bank's Personal Banking Standard Terms and Conditions and Premier Terms and Conditions for the Services offered by RHB Bank Berhad at https://www.rhbgroup.com/others/terms-conditions/index.html.

Shariah Principles

Commodity Murabahah

11.19 RHB Premier Current Account-i shall operate in accordance with the Shariah principle of Commodity Murabahah (cost plus Profit) via Tawarruq arrangement (monetisation). Under this principle, you shall appoint us as agent to do all acts as fully as you could do with respect to the purchase of Shariah compliant goods and commodities in the local markets at the purchase price to be mutually agreed between you and us ("**Purchase Price**").

11.20 Commodity refers to any commodity as determined by us which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from us as to the quality, condition, quantity and description and without liability on our part for any loss, damage or deterioration not attributable to the Bank's gross negligence, wilful misconduct, wilful default or fraud ("**Commodity**").

11.21 The transfer of the Commodity shall be evidenced by Commodity e-certificates. You have the right to take delivery of the Commodity. Should you choose to exercise this right, please notify us in writing of such intention prior to the deposit placement, failing which we shall deem that you are agreeable to proceed with the Trade Transactions as set out in clause 11.30. You further acknowledge and agree that you shall bear any and all costs and expenses incurred by us to deliver such Commodity to you.

11.22 We shall purchase from you the Commodity at a selling price comprising the Purchase Price and the profit on a deferred basis ("**Selling Price**").

11.21 The tenure of the Selling Price will be the remaining days from deposit placement day until the end of the year ("**Tenure**").

Appointment as Agent

11.22 You agree to appoint us and we agree to accept the appointment as your agent ("**Agent**") to:

(a) do and execute the purchase and sale of the Commodity in accordance with these Terms and Conditions; and

(b) negotiate with the Commodity traders, industrial firms, their suppliers and their clients on your behalf in relation thereto.

11.23 You shall not revoke our appointment as agent as long as the RHB Premier Current Account-i remains available. Our appointment as your Agent shall cease upon closure of the RHB Premier Current Account-i.

11.24 Each transaction will be entered into by us in your name on a fully disclosed basis. We as Agent will look after your best interest and act in good faith in performing our obligations and dealing in the transactions.

11.25 We shall be authorised to delegate our rights and duties as such Agent to any third party to do all acts necessary for the completion of the required transactions.

11.26 You shall be held liable for the trade transactions referred to in Clause 11.30 ("**Trade Transactions**") entered into by us as an Agent, save and except where such actions, claims, demands, liabilities, losses, damages, costs and expenses arise from our gross negligence, wilful misconduct, wilful default or fraud as an Agent.

11.27 You shall indemnify us on our first demand against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by us as a result of the buying and selling of the Commodity under any transaction under these Terms and Conditions as Agent or a breach by you of any of your obligations under these Terms and Conditions, unless such losses, claims, actions, proceedings, damage, costs and expenses are as a result of our gross negligence, wilful misconduct, wilful default or fraud as Agent.

11.28 The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off, counter claim or otherwise.

11.29 We shall not be obliged to enter into any transaction, nor follow any of your instruction, if in our opinion by entering into such transaction or following such instruction, we or any of our affiliates would be in contravention or violation of any law, policy, rule or regulation.

Trade Transactions

11.30 Subject to the provisions contained in these Terms and Conditions, the Murabahah transactions shall be as follows:

a) On any Business Day, you shall make deposit placement by depositing the minimum amount required (initial deposit) in order to activate the RHB Premier Current Account-i.

b) By making the deposit placement, you appoint us as Agent and instruct us to enter into a purchase transaction to purchase the Commodity for an amount equal to the deposit placement during the Tenure ("**Purchase Transaction**").

c) On the next day, we as Agent for and on your behalf, will purchase the Commodity at the Purchase Price from the supplier using the deposited amount.

d) After possessing ownership of the Commodity on your behalf, we as Agent will subsequently sell the Commodity to ourselves at a Selling Price ("**Sale Transaction**") on deferred payment basis.

e) Subject to rebate, we will pay the Selling Price on instalment basis where the Profit will be credited monthly and the principal will be paid based on set-off mechanism as stated in Clause 11.34 below.

f) On the last day of the Tenure ("**Maturity Date**"), we shall pay the outstanding balance of the Selling Price minus rebate (where applicable) under the Sale Transaction (if any) and subsequently, we will make a new Commodity Murabahah via Tawarruq transaction for a new tenure in accordance with these Terms and Conditions.

g) The Purchase Transaction and the Sale Transaction shall collectively be referred to as Trade Transactions.

h) The brokerage/ trading fees to buy and sell the Commodity will be borne by us.

11.31 Commodity Trading

The Commodity trading will take place on daily basis based on the amount as at cut-off-time which will be at 11.59 p.m. It will be transacted on the following day ("**Commodity Trading**").

11.32 Trading Amount

The trading amount will be determined by taking the daily balance of aggregate deposits and withdrawals for the respective day ("**Daily Balance**"):

a) If the daily deposit is larger than daily withdrawal, Commodity Trading would be done on the Daily Balance.

b) If daily withdrawal is the same or larger than daily deposit, the trading amount will be nil. No Commodity Trading will take place.

11.33 Profit Calculation

Calculation of the Selling Price for trading purposes and actual Profit ("Actual Profit") received by you will be based on the following formulas:

Selling Price	****Actual Profit**
= Daily Balance of PCA-i x (1+ CPR % x $\frac{Days*}{365}$*)*	*= Aggregate Balance of PCA-i x EPR%*** x* $\frac{1}{365}$
**No. of days will be determined based on the remaining days from date of deposit until the end of the tenure (Profit crediting will be done on monthly basis).* *CPR: Contracted Profit Rate* *CPR is used as the ceiling rate to determine the Selling Price. Current CPR is at 4.0 %.*	*** Actual Profit accrued daily and will be credited to customer account on monthly basis.* ****Effective Profit Rate (EPR) will differ based on the respective products.*

11.34 Rebate (Ibra')

You agree to give rebate based on the following formula events:

a) If daily withdrawal is greater than daily deposit:

$$\text{Daily balance} \times CPR \times \frac{Days*}{365}$$

b) When EPR is lower than CPR

$$\text{Aggregate Balance of PCA-i} \times (CPR-EPR) \times \frac{Days**}{365}$$

c) If there is any change in CPR

$$\text{Aggregate Balance of PCA-i} \times \text{Previous } CPR \times \frac{Days***}{365}$$

**The remaining days from date of withdrawal until the Maturity Date*

*** The days from deposit placement until the Profit crediting day*

**** The remaining days from new CPR until the Maturity Date.*

11.35 Notification of Completed Trading

You will be notified on the transacted amount, date of transaction and entitled Profit rate through your respective bank statements.

11.35 Set-off Mechanism due to New Deposit and Withdrawal

i. New deposits (you appoint us as Agent to buy and sell the Commodity on your behalf) and withdrawals (Qard (loan) by us to you) will be set-off daily against each other during the cut-off time.
ii. In the event the daily withdrawal is greater than the daily deposit, the payment of the Selling Price will be accelerated and set-off against relevant withdrawal amount.
iii. Despite the above, once you have instructed us to enter into a Purchase Transaction and you fail to effect payment of the Purchase Price of the Commodity on the relevant purchase date, you shall bear all actual losses and indemnify us pursuant to Clause 11.27 above.
iv. In the event you make deposit placement via cheque, we shall advance our own money for the purpose of Commodity Trading by way of Qard (loan) prior to cheque clearing. The amount advanced by us shall be set-off against the clearing amount made available thereafter.

11.37 Renewal Instruction

You instruct and authorise us to renew your RHB Premier Current Account-i placement upon the expiry of each Maturity Date subject to your acceptance on Terms and Conditions contained herein. You shall continue to appoint us as your Agent to undertake the Trade Transactions for renewal purposes.

Profit Payment to Charity

11.38 You are given an option to donate certain percentage of your profit earned from your RHB Premier Current Account-i to charity.

11.39 For the purpose of profit payment to charity, you appoint and authorise us as agent to channel the profit portion to the selected charitable bodies on our profit crediting day as per agreed percentage.

11.40 You are to confirm and select the following:-

a) Percentage of the profit payment to channel to charity;

b) Selection of charitable bodies. Please refer to www.rhbgroup.com for the latest list of charitable bodies.

11.41 You agree to donate to charity based on the following formula:

Profit from PCA-i x Percentage of profit payment (%) = Profit to be credited into charitable bodies' account.

11.42 You will be notified on amount that has been channelled to charity through your respective bank statement.

11.43 The list of appointed charitable bodies will go through a screening process and periodic Shariah review to avoid non-Shariah compliant elements. In any event, we shall not be held liable if any of the selected charitable bodies is found to be involved in non-Shariah compliant activities.

RHB Premier Current Account-i is protected by PIDM up to RM250,000 for each depositor.

12 Commodity Murabahah Current and Savings Account (CM CASA-i)

Commodity Murabahah Current and Savings Account (CM CASA-i) Terms and Conditions

12.1 This product is offered for the purpose of deposit taking.

12.2 For joint Accountholders, one Accountholder's act will be considered as valid act for the operation of the joint account. In the event of death of any of the Accountholders, we are authorised to pay any credit balance of the joint account to the survivor(s) subject to compliance (on behalf of another Accountholder (as his/her agent) in relation to handling required) with the relevant statutory legislation or Shariah laws (as the case may be).

12.3 All CM CASA-i are protected by PIDM up to RM250,000 for each depositor. For further info on the limit of coverage and others, kindly visit www.pidm.gov.my.

12.4 You may make any permissible transactions such as deposit, withdrawal or transfer through any of the following methods: Over the counter (OTC), ATM, RHB Online Banking, RHB Mobile Banking or any other facility made available by us.

Shariah Principles

Commodity Murabahah

12.5 CM CASA-i shall operate in accordance with the Shariah principle of Commodity Murabahah (cost plus Profit) via Tawarruq arrangement (monetisation). Under this principle, you shall appoint us as agent to do all acts as fully as you could do with respect to the purchase of Shariah compliant goods and commodities in the local markets at the purchase price to be mutually agreed between you and us ("**Purchase Price**").

12.6 Commodity refers to any commodity as determined by us which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from us as to the quality, condition, quantity and description and without liability on our part for any loss, damage or deterioration not attributable to the Bank's gross negligence, wilful misconduct, wilful default or fraud ("**Commodity**").

12.7 The transfer of the Commodity shall be evidenced by Commodity e-certificates. You have the right to take delivery of the Commodity. Should you choose to exercise this right, please notify us in writing of such intention prior to the deposit placement, failing which we shall deem that you are agreeable to proceed with the Trade Transactions as set out in clause 12.18. You further acknowledge and agree that you shall bear any and all costs and expenses incurred by us to deliver such Commodity to you.

12.8 We shall purchase from you the Commodity at a selling price comprising the Purchase Price and the profit on a deferred basis ("**Selling Price**").

12.9 The tenure of the Selling Price will be the remaining days from deposit placement day until the end of the year ("**Tenure**").

Appointment as Agent

12.10 You agree to appoint us and we agree to accept the appointment as your agent ("**Agent**") to:

(a) do and execute the purchase and sale of the Commodity in accordance with these Terms and Conditions; and

(b) negotiate with the Commodity traders, industrial firms, their suppliers and their clients on your behalf in relation thereto.

12.11 You shall not revoke our appointment as agent as long as the CM CASA-i remains available. Our appointment as your Agent shall cease upon closure of the CM CASA-i.

12.12 Each transaction will be entered into by us in your name on a fully disclosed basis. We as Agent will look after your best interest and act in good faith in performing our obligations and dealing in the transactions.

12.13 We shall be authorised to delegate our rights and duties as such Agent to any third party to do all acts necessary for the completion of the required transactions.

12.14 You shall be held liable for the trade transactions referred to in Clause 12.18 ("**Trade Transactions**") entered into by us as an Agent, save and except where such actions, claims, demands, liabilities, losses, damages, costs and expenses arise from our gross negligence, wilful misconduct, wilful default or fraud as an Agent.

12.15 You shall indemnify us on our first demand against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by us as a result of the buying and selling of the Commodity under any transaction under these Terms and Conditions as Agent or a breach by you of any of your obligations under these Terms and Conditions, unless such losses, claims, actions, proceedings, damage, costs and expenses are as a result of our gross negligence, wilful misconduct, wilful default or fraud as Agent.

12.16 The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off, counter claim or otherwise.

12.17 We shall not be obliged to enter into any transaction, nor follow any of your instruction, if in our opinion by entering into such transaction or following such instruction, we or any of our affiliates would be in contravention or violation of any law, policy, rule or regulation.

Trade Transactions

12.18 Subject to the provisions contained in these Terms and Conditions, the Murabahah transactions shall be as follows:

i) On any Business Day, you shall make deposit placement by depositing the minimum amount required (initial deposit) in order to activate the CM CASA-i.

j) By making the deposit placement, you appoint us as Agent and instruct us to enter into a purchase transaction to purchase the Commodity for an amount equal to the deposit placement during the Tenure ("**Purchase Transaction**").

k) On the next day, we as Agent for and on your behalf, will purchase the Commodity at the Purchase Price from the supplier using the deposited amount.

l) After possessing ownership of the Commodity on your behalf, we as Agent will subsequently sell the Commodity to ourselves at a Selling Price ("**Sale Transaction**") on deferred payment basis.

m) Subject to rebate, we will pay the Selling Price on instalment basis where the Profit will be credited monthly and the principal will be paid based on set-off mechanism as stated in Clause 12.24 below.

n) On the last day of the Tenure ("**Maturity Date**"), we shall pay the outstanding balance of the Selling Price minus rebate (where applicable) under the Sale Transaction (if any) and subsequently, we will make a new Commodity Murabahah via Tawarruq transaction for a new tenure in accordance with these Terms and Conditions.

o) The Purchase Transaction and the Sale Transaction shall collectively be referred to as Trade Transactions.

p) The brokerage/ trading fees to buy and sell the Commodity will be borne by us.

12.19 Commodity Trading

The Commodity trading will take place on daily basis based on the amount as at cut-off-time which will be at 11.59 p.m. It will be transacted on the following day ("**Commodity Trading**").

12.20 Trading Amount

The trading amount will be determined by taking the daily balance of aggregate deposits and withdrawals for the respective day ("**Daily Balance**"):

c) If the daily deposit is larger than daily withdrawal, Commodity Trading would be done on the Daily Balance.

d) If daily withdrawal is the same or larger than daily deposit, the trading amount will be nil. No Commodity Trading will take place.

12.21 Profit Calculation

Calculation of the Selling Price for trading purposes and actual Profit ("Actual Profit") received by you will be based on the following formulas:

Selling Price *= Daily Balance of CM CASA-i x (1+ CPR % x* $\frac{Days*}{365}$)	****Actual Profit** *= Aggregate Balance of CM CASA-i x EPR%*** x* $\frac{1}{365}$
**No. of days will be determined based on the remaining days from date of deposit until the end of the tenure (Profit crediting will be done on monthly basis).* *CPR: Contracted Profit Rate* *CPR is used as the ceiling rate to determine the Selling Price. Current CPR is at 4.0 %.*	*** Actual Profit accrued daily and will be credited to customer account on monthly basis.* ****Effective Profit Rate (EPR) will differ based on the respective products.*

12.22 Rebate (Ibra')

You agree to give rebate based on the following formula events:

d) If daily withdrawal is greater than daily deposit:

Daily balance x CPR x $\frac{Days*}{365}$

e) When EPR is lower than CPR

Aggregate Balance of CM CASA-i x (CPR-EPR) x $\frac{Days**}{365}$

f) If there is any change in CPR

Aggregate Balance of CM CASA-i x Previous CPR x $\frac{Days***}{365}$

**The remaining days from date of withdrawal until the Maturity Date*
*** The days from deposit placement until the Profit crediting day*
**** The remaining days from new CPR until the Maturity Date.*

12.23 Notification of Completed Trading

You will be notified on the transacted amount, date of transaction and entitled Profit rate through your respective bank statements.

12.24 Set-off Mechanism due to New Deposit and Withdrawal

i. New deposits (you appoint us as Agent to buy and sell the Commodity on your behalf) and withdrawals (Qard (loan) by us to you) will be set-off daily against each other during the cut-off time.
ii. In the event the daily withdrawal is greater than the daily deposit, the payment of the Selling Price will be accelerated and set-off against relevant withdrawal amount.
iii. Despite the above, once you have instructed us to enter into a Purchase Transaction and you fail to effect payment of the Purchase Price of the Commodity on the relevant purchase date, you shall bear all actual losses and indemnify us pursuant to Clause 12.15 above.
iv. In the event you make deposit placement via cheque, we shall advance our own money for the purpose of Commodity Trading by way of Qard (loan) prior to cheque clearing. The amount advanced by us shall be set-off against the clearing amount made available thereafter.

12.25 Renewal Instruction

You instruct and authorise us to renew your CM CASA-i placement upon the expiry of each Maturity Date subject to your acceptance on Terms and Conditions contained herein. You shall continue to appoint us as your Agent to undertake the Trade Transactions for renewal purposes.

Profit Payment to Charity

12.26 You are given an option to donate certain percentage of your profit earned from your CM CASA-i to charity.

12.27 For the purpose of profit payment to charity, you appoint and authorise us as agent to channel the profit portion to the selected charitable bodies on our profit crediting day as per agreed percentage.

12.28 You are to confirm and select the following:-

a) Percentage of the profit payment to channel to charity;
b) Selection of charitable bodies. Please refer to www.rhbgroup.com for the latest list of charitable bodies.

12.29 You agree to donate to charity based on the following formula:

Profit from CM CASA-i x Percentage of profit payment (%) = Profit to be credited into charitable bodies' account.

12.30 You will be notified on amount that has been channelled to charity through your respective bank statement.

12.31 The list of appointed charitable bodies will go through a screening process and periodic Shariah review to avoid non-Shariah compliant elements. In any event, we shall not be held liable if any of the selected charitable bodies is found to be involved in non-Shariah compliant activities.

Specific Terms and Conditions for RHB Children Account-i

The opening of RHB Children Account-i is subject to the following terms and conditions, in addition to the provisions under Part A. Standard Terms and Conditions and the terms and conditions imposed from time to time in respect of savings accounts maintained with us.

The RHB Children Account-i is a statement-based savings account for individuals below the age of eighteen (18) years old. The accounts available for these RHB Children Account-i are as follows:-

- Trust Account : Individuals aged 30 days to 12 years (opened with parent or legal guardian)
- Minor Account : Individuals aged 12 to 18 years (the parents/legal guardian of such minor must be present at the time of the account opening)
- Joint Account : Individuals aged 12 to 18 years (opened with parent or legal guardian)

When the accountholder of the RHB Children Account-i ("**RHB Children Account-i Holder**") reaches the age of eighteen (18) years old, we reserve the right to convert the RHB Children Account-i to another appropriate account ("**New Account**") by giving a twenty one (21) calendar days' prior written notice to the RHB Children Account-i Holder. Upon the expiry of that notice:

(i) we are authorised to take any necessary actions on behalf of the RHB Children Account-i Holder to effect such conversion; and
(ii) the RHB Children Account-i Holder is deemed to have agreed to such conversion and bound to the new terms and conditions of the New Account.

No limitation for withdrawal made at any of our branches over-the-counter based on Account's available balance.

Debit Card-i spending daily limit and ATM daily transaction limit is set at RM200 or depending on the account available balance if the withdrawal is made by Minor (Account holder aged 12 – below 18).

If withdrawal is made by parent or legal guardian (account type under Trust / Joint (anyone to operate), Debit Card-i spending daily limit and ATM daily transaction limit are based on account available balance.
RHB Online Banking or RHB Mobile Banking Application are not applicable for Minor. Parent or legal guardian who open account type under Trust / Joint (anyone to operate) can view the Children Account-i transaction from their own RHB Online Banking or RHB Mobile Banking Application but will not be able to perform debit transaction from that account.

The Shariah principle applicable for this product is Commodity Murabahah via Tawarruq arrangement whereby it refers to the trading of commodities which acts as the underlying assets of a transaction.

A. Calculation of Base Profit Rate
RHB Children Account-i is a savings account which pays profit to the daily credit balance in the account on a daily basis at the profit rate specified by us. The base profit rate will be accrued on a daily basis and credited to the account on the last day of the month.

Calculation of Base Profit Rate

Total daily credit balance x Base Profit Rate % p.a. x Total Calendar days in the month

Actual number of days for the year

B. Takaful Coverage
1. Benefits

Benefits		Plan (RM)
A	**Accidental Death**	Between 500 to 50,000 (i.e. Account balance at the time of accident)
B	**Permanent Disablement** Double indemnity whilst travelling on school bus is applicable for child only	

a) The cover compensates the Person Covered for death and bodily injury arising from violent, accidental, external and visible means in accordance to the following Table of Benefit(s):-

Percentages of the Sum Covered		
A.	**Accidental Death**	100%
B.	**Permanent Disablement** Loss two limbs	100%
	Loss of both hands, or of all fingers and both thumbs	100%
	Total loss of sight of both eyes	100%
	Total paralysis	100%
	Injuries resulting in being permanently bedridden	100%
	Any other injury causing permanent total disablement	100%
	Loss of arm between shoulder and elbow	100%
	Loss of arm at shoulder	100%
	Loss of arm at elbow	100%
	Loss of arm between elbow and wrist	100%
	Loss of hand at wrist	100%
	Loss of leg - at hip - between knee and hip - below knee	 100% 100% 100%
	Eye: Loss of - whole eye - sight of one eye except perception of light - lens of one eye	 100% 50% 50%
	Loss of four fingers and thumb of one hand	50%
	Loss of four fingers	50%
	Loss of thumb - Both phalanges - One phalanx	 25% 10%

Loss of index finger - three phalanges - two phalanges - one phalanx	 10% 8% 2%
Loss of middle finger - three phalanges - two phalanges - one phalanx	 6% 4% 2%
Loss of ring finger - three phalanges - two phalanges - one phalanx	 5% 3% 2%
Loss of little finger - three phalanges - two phalanges - one phalanx	 4% 3% 2%
Loss of metacarpal - first or second (additional) - third, fourth or fifth (additional)	 3% 2%
Loss of toes - all - great, both phalanges - great, one phalanx - other than great if more than one toe lost, each - if more than one toe lost, each	 15% 5% 2% 1% 1%
Loss of hearing - both ears - one ear	 75% 15%
Loss of speech	50%

b) In the event of a total loss of 100% having been paid, all coverage hereunder shall immediately cease to be in force in respect of that Person Covered. All other losses, smaller than 100%, if having been paid shall reduce the respective Person Covered's coverage under Benefits A and B by that amount from the date of the accident until the expiration of the Takaful certificate.

c) The Person Covered will be paid double the account balance at the time of the accident up to the maximum of RM50,000 for a permanent loss of use of two limbs or total paralysis of the Person Covered arising from an accident occurring **whilst travelling on a school bus**.

2. Illustration of Benefits

a) <u>Scenario 1 (Child aged 12 years old and parent is not eligible due to age exceeded 65)</u>

Child A deposits RM500 into RHB Children Account-i on 1st January 2020. Child A deposits RM 100 into RHB Children Account-i on 16th January 2020. Child A withdraws RM200 from RHB Children Account-i on 30th January 2020.

In the event Child A passes away due to an accident:-

A. On 16th January 2020 / 30th January 2020:-

Subject to no other transaction being carried out between 16th January 2020 to 30th January 2020, the Certificate will pay based on the credit balance in the account together with profit, if any.

b) <u>Scenario 2 (Child Cover only)</u>

Child B deposits RM300 into RHB Children Account-i on 1st January 2020. Child B deposits RM300 into RHB Children Account-i on 16th January 2020.

In the event Child B passes away due to an accident on 18th January 2020, claim will be entitled provided that the balance in the account is RM500 or more on 18th January 2020.

c) <u>Scenario 3 (Child + Parent/Legal Guardian Cover)</u>

Child C deposited a total RM1,000 into RHB Children Account-i on 1st January 2020.

In the event Parent C and Child C passes away due to accident on 15th January 2020 due to car accident, both Parent C and Child C are covered and the coverage amount will be the credit balance in the account for each one of them.

GENERAL DEFINITIONS: GROUP PERSONAL ACCIDENT TAKAFUL PROTECTION

For the purposes of this Specific Terms and Conditions for RHB Children Account-i and Attachment 1: Personal Accident Takaful Protection, the following words and expressions shall have the following meanings:

1) **"ACCIDENT"** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of bodily injury.
2) **"ACCIDENTAL BODILY INJURY"** means a bodily injury occurring during the period of Takaful which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disablement or losses. This is extended to bodily injury as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection (unless this is the direct result of an Accidental Bodily Injury) naturally occurring condition or degenerative process or the result of any gradually operating cause.
3) **"CONTRIBUTION"** means the amount payable as stated in the Certificate or in a subsequent endorsement issued by STMB.
4) **"GENERAL TAKAFUL FUND"** or **"GTF"** means the Participants' holding account into which the Contribution after the deduction of any Wakalah fee under the Master Certificate shall be credited. All benefits as specified in the Master Certificate and the cancellation proceeds shall be payable from this account.
5) **"MASTER CERTIFICATE"** means the master certificate issued to cover members of the Master Certificate Owner who has accepted STMB's invitation to participate in the Group Personal Accident Takaful managed by STMB.
6) **"MASTER CERTIFICATE OWNER"** means RHB Islamic Bank Berhad.
7) **"MEDICAL PRACTITIONER"** means a person who is qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Person Covered himself.
8) **"PARTICIPANT"** means the eligible customer of the Master Certificate Owner as named in the Certificate Information Page ("**CIP**") who has accepted STMB's invitation to participate in the Master Certificate.
9) **"PERMANENT DISABILITY"** means any of the listed conditions in the Table of Benefits of item B Permanent Disablement. Such condition must continue uninterrupted for a period of six (6) months and verified by STMB's appointed Medical Practitioner to be beyond hope of recovery.
10) **"PERSON COVERED"** means the person who is covered under the Master Certificate. Besides the Participant, other Person Covered in any one individual certificate should not exceed one (1) parent or legal guardian and a child.
11) **"STMB"** means Syarikat Takaful Malaysia Berhad (198401019089 (131646-K)).
12) **"TABARRU"** means a donation for the purpose of which is not commercial and is used to help other person covered in times of misfortune for the purpose of solidarity, brotherhood and cooperation among the person covered.
13) **"TAKAFUL"** means to a mutual assistance scheme for all participants which is based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) on the basis of Tabarru' into a risk fund for providing financial aid and assistance to the person covered, the participant or the beneficiary on the occurrence of pre-defined events.
14) **"WAKALAH"** means a Shariah contract where the Participant appoints STMB to invest and manage the Contribution in the GTF on the Participant's behalf. As a return, the Participant allows STMB to deduct certain amount of the Contribution as Wakalah fee for the services rendered.
15) **"WITHOUT ADMISSION TO LIABILITY"** means without prejudice.

ATTACHMENT 1: PERSONAL ACCIDENT TAKAFUL PROTECTION

Issued to RHB Children Account-i Holder (child and adult)

RHB CHILDREN ACCOUNT-i PERSONAL ACCIDENT TAKAFUL UNDERWRITTEN BY STMB"

COVERAGE:

Bodily injury caused by violent accidental external and visible means which injury shall solely and independently of any other cause result in the following losses, benefit of which are payable as specified in the table of Benefits:

A. Death occurring within twelve (12) calendar months of bodily injury as aforesaid.
B. Permanent disablement occurring within twelve (12) calendar months of injury as aforesaid. The details of the percentage are stated in the Table of Benefits.

Benefits		Plan (RM)
A	**Accidental Death**	Between 500 to 50,000 (i.e. Account balance at the time of accident)
B	**Permanent Disablement** Double Indemnity* whilst travelling on school Bus is applicable for child only	

Double Indemnity*

STMB will pay double the account balance at the time of accident up to the maximum of RM100,000 for permanent loss of use of two limbs or total paralysis of the Person Covered arising from accident occurring whilst travelling on a school bus.

Shariah Concepts

This scheme applies the Shariah concepts of Wakalah and Tabarru'.

Wakalah is a contract where the participant appoints the takaful operator to carry out transactions on behalf of the participant to invest and manage the contribution in the GTF in accordance with Shariah. In return, the participant allows the takaful operator to deduct a certain amount as a wakalah fee for the services rendered. Contribution less wakalah fee will be credited to the GTF as Tabarru'.

Tabarru' means a donation for the purpose of which is not commercial and is used to help other participants in times of misfortune for the purposes of solidarity, brotherhood and cooperation among participants.

Definitions

1. Age: Age of next birthday of the Person Covered
2. Takaful Effective Date: This shall be the date of opening of the RHB Children Account-i
3. Participant: RHB Islamic Bank Berhad

Eligibility

1. RHB Children Account-i Holder between the Age of thirty (30) days to eighteen (18) years old next birthday
2. Parent/legal guardian of RHB Children Account-i Holder between the Age of eighteen (18) to sixty five (65) years old next birthday

Termination of Coverage

The coverage on the Person Covered shall terminate immediately on the earlier of the following events:-

a) Termination of the Master Certificate by the Participant;
b) On the last day of the month immediately after the child of the Person Covered has attained the age of eighteen (18) years next birthday; or
c) If the Person Covered fails to maintain a minimum balance of RM500 as determined by the Participant.
d) Upon the parent/legal guardian of the RHB Children Account-i Holder reaching sixty five (65) years old next birthday.

Claims Procedure

a) Written notice should be given to any RHB branches within thirty (30) days of the accident causing such injury or loss;
b) On Without Admission to Liability, the Participant shall procure and act upon medical or surgical advice as soon as practical;
c) The Person Covered is required to furnish a medical report or undergo further medical examination at the claimant's cost if deemed necessary.
d) STMB will only pay the benefits if any medical certificates and other evidence which STMB may require are provided on request at the Participant's expenses;
e) The Participant is required to pay any amount/contributions owed to STMB before any benefit payment. Such payment, if any, will be payable to the named nominee, according to the terms and conditions of the Master Certificate;

f) On the payment of benefits under accidental permanent disability benefit, for which once the Participant gives STMB a receipt or discharge voucher, the Participant's liability in that respect will reduce by the sum paid or cease if full benefits have been paid.

All certificates, information, medical reports and evidences as required by STMB shall be furnished at the Participant's expense, and in such a form that STMB may require. In any event, all notices, which STMB shall require the Participant or the Person Covered to give, must be in writing and addressed to STMB. A Person Covered shall, at our request and expense, submit to STMB a medical examination whenever such is deemed necessary.

Major Exclusion and Limitation

This Personal Accident Takaful does not cover:

1. Death or disablement or any other loss caused directly or indirectly by:
   a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising, when the Person Covered(s) is/are taking part therein;
   b. Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereat;
   c. Effect or influence of drugs or alcohol;
   d. Pre-existing physical or mental defect or infirmity; or
   e. Provoked murder or assault.
2. Death or disablement or any other loss sustained by the Person Covered:
   a. While travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service; or
   b. While committing or attempting to commit any unlawful or criminal act.
3. Whilst participating in professional sports and/or hazardous activities including hunting, mountaineering, ice hockey, polo playing, steeple chasing, winter sports, yachting, caving, potholing white-water rafting, sky diving, cliff diving, bungee jumping, water-ski jumping, under-water activities involving the use of breathing apparatus, martial arts or boxing, aerial activities such as parachuting, paragliding and hand-gliding or participation in any form of race or competition other than on foot.
4. Individuals such as pilots, aviation crews and firemen during the course of their work or whilst on duty, fishermen, professional motor racers, professional sportsmen, stevedores, building demolition workers, divers, jockeys, logging workers, miners, marine salvage crew, individuals directly involved in making or handling explosives, personnel in the armed forces, tree fellers, window cleaners of high-rise buildings and other hazardous and dangerous occupations.
5. The Person Covered whilst using machinery driven by mechanical power as a tool of trade.
6. Nuclear energy or radioactivity of any kind, including ionizing radiations from or contamination by radioactivity from any nuclear fuel or from nuclear waste or from the combustion of nuclear fuel or nuclear weapons material.

13 Commodity Murabahah Deposit-i (CMD-i)

Commodity Murabahah Deposit-i Terms and Conditions

13.1 This product is offered for the purpose of deposit taking.
13.2 By making deposit and/or subsequent placement, you agree to these Terms and Condition.
13.3 The profit payment options shall be either on maturity, monthly, quarterly, half yearly and yearly basis. You may opt for cash upfront payment from us.
13.4 The tenure of the Commodity Murabahah Deposit-i shall be determined by us at our discretion ("**Tenure**").
13.5 The moneys deposited must be in Ringgit Malaysia only.
13.6 For the purposes of channelling the Profit and/or the principal upon maturity, you shall have an active savings/current account with us except for Corporate and Commercial customers.
13.7 For joint Accountholders, one Accountholder's act will be considered as valid act for the operation of the joint account. In the event of death of any of the Accountholders, we are authorised to pay any credit balance of the joint-account to the survivor(s) subject to compliance (on behalf of another Accountholder (as his/her agent) in relation to handling required) with the relevant statutory legislation or Shariah laws (as the case may be).
13.8 A Commodity Murabahah Deposit-i placement advice will be issued to you upon placement. You shall immediately contact us if there are any discrepancies upon your receipt of the placement advice, failing to do so, the placement advice shall be deemed correct, conclusive and final.
13.9 Placement and withdrawal can be made via RHB Online Banking or at any branch nationwide.

Shariah Principles

Commodity Murabahah

13.10 Commodity Murabahah Deposit-i shall operate in accordance with the Shariah principle of Commodity Murabahah (cost plus Profit) via Tawarruq arrangement (monetisation). Under this principle, you shall appoint us as agent to do all acts as fully as you could do with respect to the purchase of Shariah compliant goods and commodities in the local markets at the purchase price to be mutually agreed between you and us ("Purchase Price").
13.11 Commodity refers to any commodity as determined by us which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from us as to the quality, condition, quantity and description and without liability on our part for any loss, damage or deterioration not attributable to the Bank's gross negligence, wilful misconduct, wilful default or fraud ("**Commodity**").
13.12 The transfer of the Commodity shall be evidenced by Commodity e-certificates. You have the right to take delivery of the Commodity. Should you choose to exercise this right, please notify us in writing of such intention prior to the deposit placement, failing which we shall deem that you are agreeable to proceed with the Trade Transactions as set out in clause 13.23. You further acknowledge and agree that you shall bear any and all costs and expenses incurred by us to deliver such Commodity to you.
13.13 We shall purchase from you the Commodity at a selling price comprising the Purchase Price and the profit on a deferred basis ("**Selling Price**").
13.14 The cash upfront payment shall be treated as a security deposit ("**Hamish Jiddiyah**") by us to secure a promise to purchase the Commodity and it is given based on trust.
13.15 Upon entering into the sale and purchase contract, the security deposit will be treated as part of the payment of the agreed Selling Price.

Appointment as Agent

13.16 You agree to appoint us and we agree to accept the appointment as your agent ("**Agent**") to do and execute purchase and sale of the Commodity in accordance with these Terms and Conditions and to negotiate with the Commodity traders, industrial firms, their suppliers ("**Supplier**") and their clients on your behalf in relation thereto.
13.17 Each transaction will be entered into by us in your name on a fully disclosed basis. We as Agent will look after your best interest and act in good faith in performing our obligations and dealing in the transactions.
13.18 We shall be authorised to delegate our rights and duties as such Agent to any third party to do all acts necessary for the completion of the required transactions.
13.19 You shall be held liable for the trade transactions as referred to in Clause 13.23 below ("**Trade Transactions**") entered into by us as an Agent, save and except where such actions, claims, demands, liabilities, losses, damages, costs and expenses arise from our gross negligence, wilful misconduct, wilful default or fraud as an Agent.
13.20 You shall indemnify us on our first demand against all losses, claims, actions, proceedings, damages, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by us as a result of the buying and selling of the Commodity under any transaction under these Terms and Conditions as Agent or a breach by you of any of your obligations under these Terms and Conditions, unless such losses, claims, actions, proceedings, damage, costs and expenses are as a result of our gross negligence, wilful misconduct, wilful default or fraud as Agent.
13.21 The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off, counter claim or otherwise.
13.22 We shall not be obliged to enter into any transaction, nor follow any of your instruction, if in our opinion by entering into such transaction or following such instruction, we or any of our affiliate would be in contravention or violation of any law, policy, rule or regulation.

Trade Transactions

13.23 Subject to the provisions contained in these Terms and Conditions, the Murabahah transactions shall be as follows:

i. On any Business Day (as defined in Clause 13.25 below), you appoint us as Agent and instruct us to enter into a purchase transaction to purchase the Commodity for the amount equal to the deposit placement during the Tenure by making deposit placement; ("**Purchase Transaction**");

ii. For the purpose of deposit placement, you shall pay or instruct us to debit your savings/current account (opened with us) an amount equivalent to the Purchase Price for the Purchase Transaction;

iii. Simultaneously (or on the next Business Day), we, as Agent for and on your behalf, will purchase the Commodity at the Purchase Price from the Supplier;

iv. After possessing ownership of the Commodity on your behalf, we as Agent will subsequently sell the Commodity to ourselves at a Selling Price ("**Sale Transaction**") on deferred payment basis;

v. On the last day of the Tenure ("**Maturity Date**"), we shall pay the deferred sale price under the Sale Transaction ("**Deferred Sale Price**") in accordance with the instruction given by you in the Commodity Murabahah Deposit-i placement advice;

vi. The Purchase Transaction and the Sale Transaction shall collectively be referred to as Trade Transactions.

13.24 Despite the above, once you have instructed us to enter into a Purchase Transaction and you fail to effect payment of the Purchase Price of the Commodity on the relevant purchase date, you shall bear all actual losses and indemnify us pursuant to Clause 11.20.

13.25 For the purposes of the Trade Transactions and these Terms and Conditions, the expression "Business Day" means a day (excluding Saturday, Sunday and Public Holiday) which the Bank are open for business in Malaysia.

Premature Withdrawal and Partial Withdrawal

13.26 Partial withdrawal is allowed (for retail customer only and not applicable for customer that opts for cash upfront payment option) in multiples of RM1,000 and the minimum balance in the Commodity Murabahah Deposit-i account must not be less than RM10,000.

13.27 In the event such withdrawal (full or partial premature withdrawal) is made, you acknowledge and agree that you waive your rights to claim the full Deferred Sale Price and accordingly we shall pay based on the following:

(a) Before 1 January 2019

i. Less than three (3) months Tenure, no Profit shall be paid to you on the premature or partial amount withdrawn.

ii. For Tenure of three (3) months and above, only 50% of the total Profit entitled shall be paid to you up to upliftment date on the premature or partial amount withdrawn.

(b) After 1 January 2019

No Profit shall be paid regardless of the number of completed months at the time of premature withdrawal.

13.28 For placements made from funds transferred from other banks via FPX, withdrawals are not allowed on the placement date through RHB Online Banking.

13.29 For premature withdrawal, profit will be paid in accordance with Clause 13.27 above. We reserve the right to recover the profit credited to the designated account from the principal amount at the time of premature withdrawal.

Renewal Instruction

13.30 You instruct and authorise us to renew your Commodity Murabahah Deposit-i placement upon the expiry of each Maturity Date subject to the terms and conditions contained in the Commodity Murabahah Deposit-i placement advice, your acceptance on Commodity Murabahah and these Specific Terms and Conditions. You shall continue to appoint us as your Agent to undertake the Trade Transactions for renewal purposes.

13.31 Subject to Clause 13.30, if the principal has been partially withdrawn, renewal of the Commodity Murabahah Deposit-i placement will be based on the remaining balance amount in the account with the same Tenure and Profit payment option, upon the expiry of each Maturity Date. However, the Profit rate shall be based on the prevailing Profit rate.

13.32 If a Commodity Murabahah Deposit-i placement advice is lost, stolen, destroyed or worn out, we may, upon your request, issue a photocopy of the advice (duplicate) provided that you present your MyKad or such other identification documents requested and acceptable to us. For joint accounts, all joint Accountholders are required to present their MyKad or such other identification documents requested and acceptable to us. The issuance of the photocopy must be at the domicile branch where the Commodity Murabahah Deposit-i account is maintained.

Commodity Murabahah Deposit-i is protected by PIDM up to RM250,000 for each depositor.

14 Miscellaneous

14.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and each of the parties to these Terms and Conditions irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.

14.2 Both we and you irrevocably agree and acknowledge that as at the date of these Terms and Conditions, these Terms and Conditions, the underlying structure in these Terms and Conditions and the Trade Transactions are Shariah compliant. Accordingly, each of us agree that we shall not raise any dispute in relation to the Shariah compliancy of these Terms and Conditions and the Trade Transactions.

14.3 Subject to Clause 14.2 above, both we and you agree and acknowledge that if, following the date of these Terms and Conditions, any question arises concerning a Shariah matter in any proceedings before any court or arbitrator in relation to these Terms and Conditions and the Trade Transactions, such question shall be referred to the Shariah Advisory Council established under Section 51(1) of the Central Bank of Malaysia Act 2009 (*Establishment of Shariah Advisory Council*) for its ruling, whose decision shall be final and binding upon you and us as the parties to these Terms and Conditions and the Trade Transactions. We and you shall take all steps necessary to cause/procure the court or arbitrator to refer to such question to the Shariah Advisory Council.

14.4 It is agreed and acknowledged that these Terms and Conditions and each Trade Transaction is not intended to be, and shall not be, governed by the rules of the local Commodity exchange on which such Commodity are traded (as the same may be supplemented or amended from time to time) and is considered as an over the counter (OTC) contract.

14.5 Time wherever mentioned in these Terms and Conditions shall be of the essence.