#### TERMS AND CONDITIONS OF TERM DEPOSIT-I ACCOUNT

This Term Deposit-i Account ("TD-i") is governed by applicable laws of Malaysia, rulings of the Shariah Advisory Council of Bank Negara Malaysia ("BNM") and Shariah Committee of Bank Kerjasama Rakyat Malaysia Berhad ("Bank Rakyat" or "the Bank"), terms and conditions of Bank Rakyat ("Terms and Conditions") and banking regulations effective from the date of account opening or any amendments, changes or variations made thereto.

"Depositors" refers to the account holders or customers which shall include individuals joint and/or trustee, sole- proprietorships, partnerships, cooperatives, public companies, private companies, societies, associations, organizations, clubs, legal firm, worship house, Federal, State and Local government, government agencies and statutory bodies and where applicable personal representatives and successors-in-title unless specified otherwise in these Terms and Conditions or as may be specified by the Bank.

#### Note:

Words using the singular or plural number also include the plural or singular number, respectively except for the above definition of the Depositors.

#### 1.0 Concept

- 1.1. The TD-i is based on the concept of Tawarruq with Murabahah (cost- plus) and Dual Wakalah (dual agencies which consist of Wakalah and Wakalah Bil Ujrah) application for the purpose of account opening and automatic renewal. The Dual Wakalah contracts are valid with effect from account opening until closure of account upon request by the Depositors or termination by the Bank.
- 1.2. The Depositors authorizes the Bank as an agent to perform and complete Tawarruq transactions via the commodity platform, Bursa Suq Al-Sila` ("BSAS"), with commercially traded commodities which meet the contract grade and price as specified by the BSAS as underlying asset. The commodities' specification can be viewed from Bursa Malaysia website at <a href="http://www.bursamalaysia.com">http://www.bursamalaysia.com</a>.

- 1.3. Pursuant to the appointment of the Bank as agent, the Bank will first purchase the commodities from BSAS on behalf of the Depositors (based on pre-agreed Wakalah Bil Ujrah) and subsequently purchases the said commodities from the Depositors (whereby the Bank acts as the depositor/customer's agent to sell the commodities based on pre- agreed Wakalah) on Murabahah (cost plus) and deferred payment basis.
- 1.4. The Depositors have the right to take delivery of the commodities prior to the sale of commodities to the Bank by informing the Bank in writing. The delivery request cannot be cancelled once confirmed and all costs and expenses related thereto such as transportation, storage and licensing shall be solely borne by the Depositors. Other terms and conditions are available at Bursa Malaysia website.

# 2.0 Features of the Term Deposit-i Account

Features	Description		
Age	15 years and above.  Note: For Depositor aged below 18, the Term Deposit-i need to be open under the capacity of Joint Account with the parent or legal guardian.		
Eligibility	Non- Corporate Depositor	Individual  Non-Individual	<ul> <li>Individuals         (Individual, joint or trust)</li> <li>Sole Proprietor</li> <li>Partnership</li> <li>Charitable         Organizations,         Clubs, Associations         etc.</li> <li>Workship house</li> <li>Legal Firm</li> </ul>
		Cooperative	Cooperatives     registered in     Malaysia
	Corporate Depositor	<ul><li>Public and private companies</li><li>Federal, State and Local Government</li><li>Government agencies</li></ul>	

Features	Description			
	Statutory bodies			
Minimum				
Deposit	Tenure/Type	Minimum Deposit		
	1 month	RM5,000		
	2 month to 60 months Placement at HQ	RM500 RM50,000		
	Flacement at Fig	KW30,000		
Maximum Deposit	<ul> <li>No maximum amount of deposit.</li> <li>Placement at HQ is subject to liquidity position of Bank.</li> <li>Deposit by the Depositors will be placed with the Bank upon realizing the proceeds of sale of the commodities by the Bank to BSAS on a cash basis.</li> </ul>			
Tenure of Deposit	<ul> <li>1 to 60 months.</li> <li>For tenure other than the above, subject to the Bank's approval.</li> </ul>			
	Placement at HQ: Overnight up to 10 years.			
Profit	<ul> <li>Profit rate is fixed upon account opening and automatic renewal is subject to the Bank's prevailing profit rate as displayed at the Bank's branches.</li> </ul>			
	The sale price of the commodities (which comprises of the principal and profit) will be paid to the Depositors upon maturity on lump sum or staggered basis depending on the features and types of the Depositors' account.			
	event the Depositors deci the Depositors agrees deposit prior to its maturit right to offset from the pr	upon maturity of TD-i. In the des for monthly profit payment, that upon withdrawal of the y date, the Bank shall have the incipal deposit, any amount of Bank to the Depositors prior to		
	<ul> <li>Profit can be paid monthly for minimum deposit of RM5,000 with minimum tenure of six (6) months upon request by the Depositors.</li> </ul>			

Features	Description		
	<ul> <li>Formula of profit calculation is as follows:</li> </ul>		
	Principal (RM) x Profit Rate (%) x Tenure/365 days		
	Tenure is determined upon placement of the deposit.		
Payment Upon Maturity	Account Crediting     Sale price (principal and profit) or profit portion (in the case of automatic renewal of principal only) will be credited into the Depositors' Savings or eCurrent Account-i ("CASA-i") maintained with the Bank or any other financial institutions as per the Depositors instruction.		
	Third-Party Payment/Transfer     An official instruction letter signed by the authorized signatories of the Depositors must be provided to the Bank.		
	<u>Cash Payment</u> Least preferable but may be allowed subject to standard verification process by the branch.		
	Important: In the event of payment instruction not being provided or unsuccessful crediting of payment to the Depositors, the Bank has the right to perform automatic renewal on the whole deposit amount (principal and profit) based on the Bank's prevailing profit rate.		
Automatic Renewal	Automatic renewal is allowed subject to instruction by the Depositors upon opening of the account with a maximum tenure of seven (7) years from account opening date.		
	<ul> <li>By default, renewal is based on the whole sale price (principal and profit) unless otherwise requested by the Depositors.</li> </ul>		
	The Depositors agree that automatic renewal is subject to the Bank's prevailing profit rate.		
	Date of automatic renewal is the day after maturity of the		

Features	Description		
	previous TD-i Certificate.		
Premature Withdrawal	<ul> <li>Premature withdrawal is allowed in full. However, no profit will be paid to the Depositors.</li> </ul>		
Partial Withdrawal	Not allowed		
Certificate and Deposit Confirmation	<ul> <li>TD-i Certificate or Deposit Confirmation will be issued upon deposit placement.</li> <li>Should placement is made by cheques, the issuance of TD-i Certificate or Deposit Confirmation is subject to the cheque clearance.</li> </ul>		
Fees and Charges	Type of Fee TD-i Certificate replacement fee  The above fees and charges necessary) with prior written is calendar days to the Depositor	Fee Amount RM10 (stamp duty)  are subject to revision (when notice of not less than 21	
Guarantee	The deposit amount is guaranteed by the Bank.		

### 3.0 Joint Account

- 3.1 The following terms and conditions shall apply to a joint account:
  - a) The liability of the joint accountholder to Bank Rakyat shall be joint and several.
  - b) If an Account is opened in the names of two or more persons (Joint Account), such persons shall be jointly and severally liable for all liabilities incurred on the Joint Account.
  - c) If any instructions from joint accountholders are ambiguous or Bank Rakyat receives conflicting instructions, Bank Rakyat reserves the right not to act upon any instructions until the conflict has been resolved to Bank Rakyat's satisfaction, without any liability to the joint accountholders.

d) any amendment to this mandate shall require the signatures of the joint accountholders. Any request to close the account will be treated as valid and acceptable by Bank Rakyat if it is signed by all the joint accountholders.

#### 4.0 Loss of Deposit Certificates

- 4.1 Customer will be issued with Deposit Confirmation Letter or Term Deposit-i Certificate on the placement made at branch based on customer request.
- 4.2 Customer must keep the Deposit Confirmation Letter or Term Deposit-i Certificate safely and is required to immediately report, in writing, if it is loss or stolen to Bank Rakyat.
- 4.3 The letter/ certificate may be replaced against issuance of a duly signed and stamped Letter of Indemnity.
- 4.4 Replacement of lost letter/ certificate shall only be done at the branch where the account was opened.
- 4.5 Replacement of lost letter/ certificate will be as per the terms and conditions governing the operations of the certificate

# **5.0 General Declarations**

5.1. The Depositor's obligations

The Depositors shall ensure the following:

- (a) Monitor the balances of the account.
- (b) Keep the security details including Security Code secured and confidential and not disclose or provide access to any third party.
- (c) Take reasonable precautions against unauthorized or fraudulent use of the account including security details.

- (d) Examine all statements of the account in a timely manner and immediately notify the Bank if there are any errors, irregularities, discrepancies or unauthorized transactions.
- (e) Ensure that any cash transaction relating to the account is transacted through the proper Bank's channel including at the Bank's counter in the Bank's premises or through the self-service terminal.
- (f) Ensure that there is no misuse, no conduct of illegal, unauthorized or fraudulent activities through the account or allow any third party to do so.
- (g) To immediately notify the Bank if:
  - There is any change in the Depositors' personal particulars not limited but including the residential address, mailing address and contact number(s).
  - ii) There is any change of the Depositors' 's status or constitution (applicable to non-individual customer) and such notification must be supported by any documentation as the Bank may require.
  - iii) There is any breach, compromise or unauthorized access of the Security Details by any third party.
  - iv) There is any unauthorized or suspicious transaction on the account.
- 5.2. The Depositors hereby declare that all information and particulars provided to the Bank during the account opening are true and correct and that there is no omission of material facts or information which may affect the Bank's decision in allowing the said account opening.
- 5.3. The Bank has the right (when necessary) to terminate TD-i upon occurrence of any of the following events:
  - (a) failure by the Depositors to comply with the Customer Due Diligence ("CDD") requirements as required by BNM;
  - (b) bankruptcy or liquidation of the Depositors;
  - (c) withdrawal by the Depositors of all moneys deposited;

- (d) the Depositors commits breach of any of the Terms and Conditions stated herein:
- (e) the Depositors do not accept or refuses to accept any amendments, changes and/or variations to these Terms and Conditions; or
- (f) the death or insanity of the Depositors.
- 5.4. The Depositors hereby agree and authorize the Bank to disclose any information about the account, or any documents related thereto including of personal data of the Depositors for the purpose of implementing banking operations, business, administration, professional advice and for any other purposes as permitted under the laws to:-
  - (a) the Bank's branches, subsidiaries and/or any companies within the Bank's group;
  - (b) the Bank's agents;
  - (c) Central Credit Bureau, e-SPICK, Financial Information Services (FIS), Angkasa Salary Deduction System (SPGA) and Angkasa Credit Reporting System & RAM Credit Information Sdn Bhd (SPEKAR);
  - (d) service providers and debt collection agencies
  - (e) any other authorities having jurisdiction over the Bank;
  - (f) permitted assigns; and
  - (g) any other enforcement authorities.

The Depositors hereby acknowledge and agree that disclosure of information under this provision is for the purpose of Section 120 of Development Financial Institutions Act 2002 and no further consent from the Depositors is required for the purpose of the said Act. The said information shall however be kept strictly confidential by the company/agency and/or members/contributors.

5.5. The Depositors agree that the Bank is authorised to check and verify any of the information provided to the Bank and to obtain credit and other relevant information on the Depositors from any parties. The Depositors

- also authorize the Bank or its representatives to obtain further information pertaining to account opening application from any sources in accordance with the Bank's internal policy.
- 5.6. The Depositors agree and acknowledge that despite security measures being implemented ,the Bank does not guarantee and does not make any representations or warranties in respect of the confidentiality of the information while accessing the account via Internet banking platform. The Depositors understand and acknowledge the risk associated with use of the Internet banking medium including but not limited to the risk that all information transmitted through the account may be accessed by unauthorized third parties and accordingly, the Depositors agree not to hold the Bank responsible or liable for any such unauthorized access.
- 5.7. The Depositors hereby acknowledge and agree that the Bank has the obligation under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFA") and/or other laws, regulations, rules, guidelines or directive to disclose any information relating to the Depositors, banking account(s) or any other information or matters related thereto to BNM and/or other relevant authorities or law enforcement agencies. The Depositors hereby agree that the Bank, its officers and employees shall not be held liable or responsible in any manner whatsoever for such disclosure. The Bank has also the right to lodge a report to the relevant authorities and to extend full cooperation in order for the authorities to carry out their duties under AMLATFA, Penal Code and/or any written law. If it is found that the Depositors is in violation of AMLATFA, the Bank is entitled to exercise all of its rights contained in this Terms and Conditions.
- 5.8. The Bank is authorised and permitted to provide any information concerning the Depositors, the account opening application, Depositors' present and future accounts and/or facilities, products and/or services /with the Bank, to any credit bureaus, any relevant authorities, bodies, persons or agencies as may be authorised by law to obtain such information or established by BNM, any other financial institutions or establishments to facilitate the execution of instructions given in respect of the credit facilities, accounts, products and/or services from/with the Bank and the Bank's auditors, lawyers and/or agents.
- 5.9. The accountholders agree to comply with the Foreign Exchange Administration Rules on the conduct of account.

#### 6.0 Notices and Communications and Service of Legal Process

- 6.1. Any notice, request or demand requiring to be served by the Bank to the Depositors under the provisions of this Terms and Conditions shall be in writing and shall be sufficiently served or delivered:
  - (a) if delivered by hand, when delivered;
  - (b) if sent by ordinary post or registered post, in its ordinary course of posting;
  - (c) if sent by facsimile or electronic mail or digital transmission, when transmission has been completed;
  - (d) if by displaying notices in any of the Bank's premises or branches, such notification shall be effective from the first day such notice is displayed;
  - (e) if by advertisement made once in any national newspapers in English language or national language, such notification shall be effective from the date of publication of such advertisement; or
  - (f) if by broadcasting message on the Bank's internet banking information website, such notification shall be effective from the first day of such broadcast.
- 6.2. Unless otherwise specified, all notices and communications to the Bank shall be in writing and signed by the Depositors and sent to the Bank's address or in such manner as may be notified to the Depositors. All notices from the Depositors shall take effect only upon the Bank receiving the same.
- 6.3. Service of all legal process shall be validly effected if served by posting the same by way of registered post to the parties at his/its last known address as notified in writing by the other party to the other party and that such legal process shall be sufficiently served on the parties three (3) days after posting thereof.

#### 7.0 Change of Account Particulars

Any changes of name, address, telephone number, signature and/or other particulars that are recorded with the Bank which include instructions to stop payment must be notified to the Bank immediately and be supported by any documentations as the Bank may require.

#### 8.0 Right to Set-Off

The Bank, in addition to any of its rights to which it is entitled by law, with seven (7) calendar days' prior written notice to the Depositors, combine, consolidate or merge any or all of the banking accounts with the Depositors liabilities to the Bank and set-off or transfer any sum(s) standing in the credit of any one or more of the Depositors' banking accounts in or towards satisfaction of any liabilities with the Bank whether such liabilities to the Bank be primary or collateral or joint and several.

#### 9.0 Event of Death, Bankruptcy and Insanity

- 9.1 Subject to any legislation applicable thereto and in accordance with the internal policy and/or procedure of the Bank, in the event of the death of any one joint account holders, the Bank may hold any credit balances and any securities to any accounts in joint names of the Depositors and allow surviving account holders to access them without prejudice to the Bank's right mentioned in paragraph 8.0, counter claim or whatsoever or to any step which the Bank thinks reasonable to take in view of any claim by any person other than the survivors. Any payment made by the Bank to the survivors shall constitute a complete discharge of the Bank's obligations and shall be binding on all the account holders and their personal representatives.
- 9.2 In the event of bankruptcy or insanity, the Bank may deal the TD-i subject to compliance with the relevant laws and regulations prevailing at such time, any court order or any other approved bodies.

# 10.0 <u>Unclaimed Moneys Act 1965</u>

The Depositors is advised to keep the TD-i active as it is a requirement under the Unclaimed Moneys Act 1965 that any monies to the credit of an account which has not been operated for a period of seven (7) years must be gazetted as "Unclaimed Monies", and thereafter will be remitted to Consolidated Trust Account maintained by the Government of Malaysia.

#### 11.0 Taxation

Unless otherwise specified herein, the fees and charges exclude any current taxes and future taxes that may be imposed, including the Sales and Services Tax ("SST") under relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from the Depositors.

#### 12.0 Limitation of Liability

- 12.1. To the extent permitted by law, the Bank shall not be held liable for any loss or damages whether direct or indirect, special, incidental, consequential or punitive damages including loss of profits or loss of savings arising
  - a) in connection with the Depositors access or use or the inability to access of use the mobile banking services
  - any technical failure of any kind, the interruption, error, omission, delay in operation or otherwise except for liability arising from gross negligence, wilful default and/or default on the part of the Bank).

Regardless of anything contrary to these Terms and Conditions and to the extent permitted by law, the Bank's total liability for any claim (however arising) shall only be limited to actual direct loss suffered by the Depositor and the claim must be supported by documentary evidence satisfactory to the Bank.

12.2. Subject to the provisions herein, the Bank's sole and entire liabilities to the Depositors in contract, tort (including negligence or breach of statutory duty) or any other basis arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

# 13.0 Indemnity

The Depositors hereby shall at all times keep the Bank save, harmless and indemnified against all actions, claims, direct losses, damages and expenses (including legal costs and expenses incurred on a solicitor and client basis) which may be brought or made against or incurred by the Bank in any nature whatsoever by reason or on account of the deposit except where such

actions, claims, direct losses, damages and expenses were directly attributable to the Bank's gross negligence, willful default or fraud.

#### 14.0 Force Majeure

In the event that the Bank is unable to observe or perform any of its obligations under these Terms and Conditions, whether in whole or in part, by reason of causes beyond its control including but not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, floods, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Malaysian Government or as a result of any international or supranational sanctions, or by any other causes which it cannot reasonably be expected to avoid, the performance of the Bank's obligations under the Terms and Conditions as they are affected by such causes shall be excused for the duration of the abovementioned Force Majeure events. Therefore, the Bank will not be held responsible for any losses or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned Force Majeure events.

# 15.0 Modifications and Amendments to Terms and Conditions

- 15.1 Any amendment and/or variation of any fees, charges, terms and conditions herein contained, shall be made or caused by way of the Bank giving twenty-one (21) days' notice to the Depositors before the new terms and conditions takes effect which is in accordance to any guidelines issued by Bank Negara Malaysia or pursuant to any laws or regulations applicable at that time.
  - The Bank may revise its internal policy and/or procedures as necessary to align with the updated terms and conditions.
- 15.2 The Bank has the right to revise any of its requirements in terms of value or figure including account balances, charges, fees, the number of transactions and any other value that has been quantified as indicated in the applicable clauses and brochure's description as updated and communicated to depositors.

- 15.3 Unless, expressly stated to the contrary herein, all other Terms and Conditions governing the operations of an account with the Bank shall remain and be binding with full force and effect on the account and/or the Depositors.
- 15.4 If any Terms and Conditions are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected and shall continue to remain in full force and effect
- **15.5** These Terms and Conditions are to be read together with the Product Disclosure Sheet for better understanding of the product.
- 15.6 Depositors agree and accept these Terms and Conditions including the variation and changes made. If at any time, Depositor do not accept these Terms and Conditions, Depositor may immediately cease using and close the account.

Note: Contact information appended hereto shall be read together with the Terms and Conditions. All appendices shall form an integral part of these Terms and Conditions.

# CONTACT INFORMATION

Where can customers get more information?	Any suggestions and questions can be directed to:	Who should customer contact to lodge a complaint on the products and services?
For more information, please refer to the product brochure or visit www.bankrakyat.com.my	• 7:30 am to 9:30 pm Available for all inquiries.  • 9:30 pm to 7:30 am Available only to check application status, internet banking and report lost card.  or International Line: +603 5526 9000  or e-mail to: telerakyat@bankrakyat.com.my	or send your complaint to:  Complaint Management Unit, 29th Floor, Menara 1, Menara Kembar Bank Rakyat, No.33, Jalan Rakyat, KL Sentral, 50470 Kuala Lumpur  or e-mail to: aduan@bankrakyat.com.my  or  Contact Bank Negara Malaysia LINK or TELELINK at: Block D, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur  (a) Via phone at: 1-300-88-5465 (b) Via fax at: +603-21741515 (c) Via email to: bnmtelelink@bnm.gov.my (d) Via letter to: Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia P.O Box 10922 50929 Kuala Lumpur

These Terms and Conditions are valid with effect from 20 October 2025