

IMPORTANT/DISCLAIMER

THIS IS AN INVESTMENT ACCOUNT PRODUCT THAT IS TIED TO THE PERFORMANCE OF UNDERLYING ASSETS, AND IS NOT A DEPOSIT PRODUCT.

TERMS AND CONDITIONS

**Daily Unrestricted Investment Account-i (“DURIAN-i Account”)
Not protected by Perbadanan Insurans Deposit Malaysia**

1. SHARIAH PRINCIPLE

- 1.1 CIMB Islamic Bank Berhad (“**Bank**”) may accept money from an account holder to be invested in the DURIAN-i Account on the Shariah principles of Mudarabah.

Mudarabah

Monies invested in the DURIAN-i Account from time to time is accepted by the Bank as *Mudharib* (entrepreneur) based on the *Mudarabah Mutlaqah* (Unrestricted Mudarabah) concept where the account holder as *Rabbul Mal* (capital provider) allows the Bank to invest the capital without any specific restriction or conditions including using the money standing to the credit of the DURIAN-i Account for investment or providing financing. The DURIAN-i Account is subject to the prevailing profit-sharing ratio (“PSR”) determined by the Bank on that particular day and subject to change. The PSR will be made known to the account holder at the Bank’s website or in any manner that the Bank deems appropriate.

- 1.2 Profit earned from the DURIAN-i Account will be shared between the account holder and the Bank according to the profit sharing ratio (“**PSR**”) stated below. Financial losses (if any) shall be borne entirely by the account holder unless due to the Bank’s negligence, fraud and willful default. Any non-financial losses in terms of effort and/or time shall be borne by the Bank.
- 1.3 The PSR shall be 1:99 between the account holder and the Bank and the Bank may revise the PSR upward in favor of the account holder during the tenure of the Mudarabah contract without the account holder’s consent. The Bank will publish the indicative rate on the potential return of the investment at the Bank’s website. If the actual profit is equivalent to or below the indicative rate, the profit shall be distributed based on the PSR. However, if the actual profit rate exceeds the indicative rate, the account holder agrees to release the differential sum to the bank. By continuing to use or operate his/her DURIAN-i Account, the account holder shall be deemed to have consented to the prevailing PSR as the applicable PSR at the time of re-establishment.
- 1.4 Performance of the investment will be published by the Bank on a quarterly basis on the Bank’s website.

2. GENERAL

- 2.1 Application to open the DURIAN-i Account must be made using the Bank’s standard forms or other permitted Channels.
- 2.2 The applicant shall comply with all of the Bank’s requirements to open the DURIAN-i Account. The specimen signature of the authorised signatory must also be provided to the Bank.
- 2.3 The Bank may refuse to accept an application for the opening of a DURIAN-i Account.
- 2.4 The Bank may decide on the minimum sum that needs to be deposited in order to open the DURIAN-i Account and the minimum deposit required in order to maintain it. For now, the minimum sum required to be deposited to open the DURIAN-i Account is RM50 and the minimum amount required to maintain the DURIAN-i Account is RM20. The Bank may however change the minimum amount required for opening and/or maintaining the DURIAN-i Account at any time.

- 2.5 All forms, documents or receipts signed by the account holder and any electronic data or images of any form, document, instruction or other electronic document confirmed, validated and/or effected by the account holder in relation to any transaction or matter under the DURIAN-i Account (**"the above transactions"**) and the Bank's books and/or records evidencing the above transactions are deemed as final, accurate, conclusive and binding on the account holder unless there was obvious error on the Bank's part.

3. INVESTMENTS

- 3.1 All investments must be made using the Bank's standard forms or other permitted channels. The Bank may deal with such investments in accordance with the contract of Mudarabah in the Bank's capacity as Mudarib.
- 3.2 Acceptance of cheque and/or monetary instrument for the credit of DURIAN-i Account will only be accepted by the Bank if it does not breach any law or Bank Negara regulations.
- 3.3 All cheques and monetary instruments deposited cannot be drawn against until the Bank has received the proceeds.
- 3.4 The Bank may return photocopies of deposited cheques and other monetary instruments which are dishonoured, to the account holder(s)'s last known address. The dishonoured cheques and other money instruments which are dishonoured may be sent by courier or by post at the account holder's own risk. The Bank shall not be responsible if dishonoured cheques and other monetary instruments are lost in transit.
- 3.5 Inter branch deposits are allowed.
- 3.6 Cheques and instruments sent by mail for the credit of the account must be crossed.
- 3.7 For joint accounts, cheques payable to any one joint account holder can be deposited into the joint account. The Bank shall not be liable for any loss arising from payment of such proceed of cheques and such payments shall be deemed to be authorised by all joint account holders.
- 3.8 The account holder indemnifies the Bank, as collecting banker, of any loss which the Bank may incur by reason of it guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend, warrant or other instruments presented by the account holder for collection.

4. DEBIT CARD

- 4.1 Subject to the Bank's prevailing requirements displayed on the Bank's website, a debit card for operating the DURIAN-i Account will be issued by the Bank. Fees and charges for the debit card will be borne by the account holder.
- 4.2 The Bank may immediately debit the account holder's DURIAN-i Account for any debit card transactions by the account holder.
- 4.3 Applications for debit card shall be made using the Bank's request form signed by the authorized signatories of the DURIAN-i Account maintained by a partnership or a company or an association or a statutory body.
- 4.4 All activities of the debit card shall be subject to the CIMB Islamic Debit Mastercard terms and conditions which are available for viewing at www.cimb.com.my.

5. WITHDRAWALS

- 5.1 Any withdrawals from the DURIAN-i Account is subject to the Bank's prevailing requirements and practices and subject to proof of identity required by the Bank.
- 5.2 The account holder acknowledges the withdrawal of any such monies shall not be protected by Perbadanan Insurans Deposit Malaysia ('PIDM') if it is a cash withdrawal or if used to purchase or

transfer to a:

- deposit account payable or opened outside Malaysia;
- deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;
- deposit account held by a non-deposit taking member of PIDM;
- non-deposit or investment account.

- 5.3 Withdrawal from the DURIAN-i Account can only be made if there are sufficient funds in the account. The Bank may close the DURIAN-i Account within twelve (12) months due to insufficient funds in the DURIAN-i Account. Each withdrawal shall be deemed to be a return of investment under the Mudarabah contract.

6. PROFIT PAYMENTS

- 6.1 Any profit generated from the DURIAN-i Account shall be paid to the account holder based on the PSR under the Mudarabah arrangement on a monthly basis.

7. INVESTMENT OF CAPITAL

- 7.1 The Bank promises to invest the sum of money invested to generate returns through its skills and effort in investment and/or business which it deems fit and appropriate provided that it does not contradict Shariah principles. The account holder agrees not to interfere in the Bank's investment or business decisions as the Mudarib.
- 7.2 The DURIAN-i Account is classified under the Unrestricted Investment Account (URIA) whereby the account holder grants the Bank the authority and discretion to make the ultimate investment decision without restrictions or conditions. The DURIAN-i Account is classified under the "**Investment Account**" classification of the Islamic Financial Services Act 2013.
- 7.3 The sum of money invested will be invested in a Shariah compliant investment portfolio namely financing assets and subject to the relevant laws and in accordance with the investment's objective.
- 7.4 The basic objective of the investment portfolio is to promote capital preservation and financial security on the investment. The investment portfolio also aims to provide a steady return with low risk to the account holder.
- 7.5 The DURIAN-i Account is deemed as a demand-based account and funds in the DURIAN-i Account is invested as per these Terms and Conditions. The net return of the investment portfolio (including deduction of permissible expenses related to the investment funds) is determined by the Bank.
- 7.6 The Bank may suspend any upliftment on the DURIAN-i Account under the following circumstances:
- (a) Exceptional circumstances, considering the interest of the account holder, which includes: (i) market wide failures or financial/economic crisis such as stock-market crash or asset-price crash; and/or operational issues such as wide-scaled blackout or system failure; and/or (iii) force majeure.
 - (b) In the best interest of the account holder, where: (i) underlying assets cannot be liquidated at appropriate price and terms to honour redemption. For this purpose, the price for illiquid assets shall be obtained from or validated by an independent third party, which may take place either before or after such suspension; and (ii) the interest of the account holder would be materially affected if dealings were not suspended.
- 7.7 The investment will be valued on a monthly basis and profit at the agreed PSR will be distributed on every month.
- 7.8 The Bank may disclose fair, accurate, relevant and timely information concerning the DURIAN-i Account to the account holder at a frequency and in any manner determined by the Bank.

8. BANKING CHARGES

- 8.1 The prevailing fees and charges imposed are made available at the Bank's branches and on its website. If the fees and charges are changed, the account holder will be given at least twenty-one (21) calendar days prior notice before the effective date of change. Notification will be given in writing or electronically or via advertisement prominently displayed at the website and made available at the Bank's banking halls. All fees and charges charged may be debited from any account of the account holder held at the Bank.

9. FREEZING OF ACCOUNT

- 9.1 The Bank is also allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the DURIAN-i Account including any of these types of transactions:- (i) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the DURIAN-i Account; or (ii) the acceptance of any monies or investments or deposits or cheques or any other instruments for collection and/or for credit into the DURIAN-i Account ("**Freezing of the DURIAN-i Account** ") if any of these events happen:-
- (a) the Bank is notified that the account holder has committed an act of bankruptcy and/or a bankruptcy notice and/or a creditor's petition for bankruptcy as the case may be has been filed or presented against the account holder ("**the account holder's insolvency matters**");
 - (b) in relation to the DURIAN-i Account which is maintained as a joint account, if the Bank receives any conflicting claims or instructions relating to the mandate of operation of the DURIAN-i Account and/or any other instrument or payment of any monies out of the DURIAN-i Account from any joint account holder ("**the account holder's internal dispute**");
 - (c) the Bank is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("**the relevant authorities**") to refrain from performing any transaction under the DURIAN-i Account as abovementioned regardless whether the relevant authorities have the legal or valid authority to so request the Bank ("**directives of the relevant authorities**");
 - (d) the Bank becomes suspicious of any fraudulent activities concerning the DURIAN-i Account, or if any police report is lodged in respect of the DURIAN-i Account, by any person or the Bank or if the Bank and/or the relevant authorities conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the DURIAN-i Account, misuse or suspicion of any misuse of the DURIAN-i Account or any fraudulent transaction(s) in respect of the DURIAN-i Account; or
 - (e) the Bank becomes aware of complaints having been made by third parties to the relevant authorities that the DURIAN-i Account has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits based on its own internal investigation or information made available to it by the relevant authorities;
 - (f) any information/ documents provided to the Bank for the opening of the account is false and/or incorrect and/or tampered with and/or there has been a misrepresentation of identity;
 - (g) the account has been unsatisfactorily conducted in the opinion of the Bank or if the name of the account holder appears in any alerts or warnings issued by the relevant authorities, or any other local or international authorities;
 - (h) the Bank is carrying out an investigation on the account or needs to carry out due diligence to identify and to find out the background of its account holder or where the account holder has failed to sign such declarations, do such acts and/or provide such information and documents requested by the Bank within the required time period;
 - (i) the Bank becomes aware of the death or mental incapacity of an account holder; and

- (j) to comply with any laws, court order, pending court application for preservation of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

9.2 The Freezing of the DURIAN-i Account will be lifted up in any of the following events:-

- (a) In respect of the account holder's insolvency matters, the Bank is provided with satisfactory evidence that the bankruptcy notice or the creditor's petition for bankruptcy has been validly withdrawn or dismissed or struck out by the court or if the Bank is ordered by the court to lift the Freezing of the DURIAN-i Account;
- (b) In respect of the account holder's internal dispute, the same has been settled between the joint account holders concerned and a statement in writing to that effect signed by all joint account holders has been served on the Bank requesting for the unconditional lifting of the Freezing of the DURIAN-i Account or if the Bank is ordered by the court to lift the Freezing of the DURIAN-i Account;
- (c) In respect of the directives of the relevant authorities, the Bank has been informed in writing by the relevant authorities to lift the Freezing of the DURIAN-i Account or if the Bank is ordered by the court to lift the Freezing of the DURIAN-i Account;
- (d) In respect of the investigation by the Bank or the relevant authorities as specified in Clauses 9.1(d), 9.1(e), 9.1(g) and 9.1(h), the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that the DURIAN-i Account no longer has any bearing on any ongoing investigations or the investigation has been discontinued; and
- (e) In respect of the death or mental incapacity of an account holder, the Bank is served with satisfactory evidence of the authorisation to act or the appropriate legal letters of representation or Court Order.

9.3 In taking any action to freeze the DURIAN-i Account under these Terms and Conditions, including returning any cheques or other instruments deposited for collection or payment, the Bank shall not be held liable for defamation and/or for any losses damages expenses costs or charges whatsoever, regardless of whatsoever remarks which may be made by the Bank for the return. The account holder further agrees and undertakes to keep the Bank fully indemnified against any claims for damages losses expenses charges and costs (legal or otherwise including costs on a solicitor and client basis and party to party costs) which may be made against the Bank by any other person for the Bank's action in freezing the DURIAN-i Account.

9.4 If the Bank is sued or made a party to any suit arising out of the Bank's action in freezing the DURIAN-i Account or if the Bank before or after the freezing the DURIAN-i Account commences any suit (including any interpleader proceedings) against any party including the account holder, the account holder shall indemnify the Bank for all penalties losses damages claims expenses charges and costs (legal or otherwise including costs on a solicitor and client basis and party to party costs) which may be awarded by the court against the Bank or which the Bank may incur.

9.5 In exercising any of the Bank's rights, the account holder agrees that the Bank shall not be held liable or responsible for any losses, damages, expenses or costs whatsoever solely on the grounds that the Bank did not have proper notice that the events set out in Clause 9.1 happened whether due to reasons that the notification was irregular, invalid, erroneous, mistaken, void, or otherwise not effective for any other reason whatsoever.

10. CLOSURE OF ACCOUNT

10.1 The DURIAN-i Account can be closed by the account holder in person or by sending in a written notification at any time. For joint accounts, the closure of the account must be made in accordance with the terms and/or conditions of the mandate given to the Bank by the joint account holders.

10.2 The Bank may, with or without any prior notice, immediately freeze or close the DURIAN-i Account if it falls under any of the following categories: -

- (a) Any account with nil balance or balances of RM50 and below for a period of one (1 year).
- (b) Any account that is opened for personal use but is maintained and/or used for business purposes, including but not limited to an account for an association, society or for trading purposes.
- (c) Any account the Bank suspects to be used for any fraudulent activities or in the Bank's reasonable opinion any information/ documents provided to the Bank for the opening of the account is false and/or incorrect and/or tampered and/or there has been a misrepresentation of identity.
- (d) Any account that, in the opinion of the Bank, has been unsatisfactorily conducted or if the name of the account holder appears in any alerts or warnings issued by the relevant authorities, or other local or international authorities.
- (e) Any account the Bank is investigating or needs to carry out due diligence to identify and to find out the background of its account holder or where the account holder has failed to sign such declarations, do such acts and/or provide such information and documents requested by the Bank within the required time period.

- 10.3 The Bank may also freeze or close the DURIAN-i Account at any time to comply with any laws, court orders, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.
- 10.4 The Bank also reserves the right to close any DURIAN-i Account at the discretion of the Bank by giving adequate notice to the account holder.
- 10.5 In exercising the right to freeze and/or close the DURIAN-i Account, the Bank may not be at liberty to disclose the reason(s) and shall have no obligation to do so, unless disclosure is required by law.
- 10.6 The account holder shall comply with all the Bank's prevailing requirements for the closure of the DURIAN-i Account. If the DURIAN-i Account is closed by the account holder, the account holder must pay the applicable service charges.
- 10.7 Upon closure of an account, such closure shall be deemed to be an act of terminating the Mudarabah with the return of investment.

11. INACTIVE / DORMANT ACCOUNTS / UNCLAIMED MONIES

- 11.1 Accounts with no credit and/or debit transaction for one (1) year or more will be deemed as dormant accounts. Transactions conducted by the Bank for the purposes of crediting profit or Hibah (whichever applicable) into the account or debiting fees and/or charges payable by the account holder to the Bank shall not be taken into account as a transaction.
- 11.2 For any account 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) shall be allowed on the account until the account is reactivated as per Clause 11.3 below.
- 11.3 To activate a dormant account, the account holder must initiate any of the following transaction over the counter at any of the Bank's branches:
 - (a) a cash withdrawal, subject to verification of the identity of the account holder; or
 - (b) a cash deposit, subject to verification of the identity of the account holder electronically.
- 11.4 The Bank will impose and deduct from the DURIAN-i Account an annual service fee on the dormant account until the remaining credit balances are classified as unclaimed moneys and then Clause 11.5 will apply. If the credit balance in the DURIAN-i Account is RM10.00 or less, the entire credit balance in the DURIAN-i Account will be deducted and paid to the Bank as a service fee after which the DURIAN-i Account will be closed.

- 11.5 Under the Unclaimed Moneys Act, 1965, monies classified as “unclaimed moneys” i.e. balances in accounts not operated for seven (7) years or more, must be transferred to the Registrar of Unclaimed Moneys (“**the RUM**”). At least twenty-one (21) calendar days before the said transfer, the Bank will at its own cost notify the account holder of the impending transfer due to the dormancy of the DURIAN-i Account. The account holder will be given the chance to reactivate or to close the DURIAN-i Account to avoid the transfer of the monies to the RUM.
- 11.6 If asked by the account holder, the Bank shall at its own cost, inform the account holder of the procedures for claiming monies which were transferred by the Bank to the RUM from the DURIAN Account-i.

12. STATEMENT OF ACCOUNTS

- 12.1 A monthly statement listing out the transactions for the account will be issued and made available online via CIMB Clicks. Subject to the customer’s request, this statement will also be sent by e-mail or post to the account holder. Requests for additional copies of statements in hard copy shall be subject to the applicable fees. Requests for statements for a period more than one (1) year will cost more.
- 12.2 The account holder must carefully review transaction records and the statement available online via CIMB Clicks or the statement posted to the account holder. Any errors or inaccuracies must be notified to the Bank immediately. If the account holder does not inform the Bank promptly (notification will be regarded as having been made promptly if it is no later than fourteen (14) calendar days from the date of posting of the transaction online or the date of the statement, as the case may be), the account holder will be deemed to have conclusively accepted the contents of the statement as true and correct and may not be entitled to have any errors or inaccuracies corrected.
- 12.3 The Bank may choose not to issue any statements if the account is dormant or inactive for any period decided by the Bank. The Bank may also stop issuing statements if the statement is unclaimed or undeliverable for any reason.

13. JOINT ACCOUNTS (Applicable to joint accounts in the names of two **or** more persons)

- 13.1 The term “**account holder**” mentioned in these Terms and Conditions shall mean any one or more or all of the account holders.
- 13.2 All agreements, obligations, powers, authorities and liabilities contained in these Terms and Conditions are joint and several. Any notice that is required to be given by the Bank to the account holders is deemed given by notification to any single person named in the joint account.
- 13.3 The joint account holders shall jointly and severally indemnify and hold the Bank harmless against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any authorization issued by any of the joint account holders.
- 13.4 In the event of the death of any of the joint account holders, the Bank may pay the credit balance in the joint account to the survivor(s), subject to receipt of all necessary document required by the Bank and compliance with applicable laws. Any payment made in accordance with this Clause 13.4 shall fully discharge the obligation or liability of the Bank in respect of the credit balance in the joint account.

14. RIGHT OF SET-OFF and RIGHT TO DEBIT

- 14.1 The Bank may combine and consolidate the DURIAN-i Account and any other accounts of the account holder maintained with the Bank (“**the Accounts**”) and/or set off and/or transfer any credit balance in the Accounts in or towards satisfaction of any of the account holder’s liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, joint, or in other currencies (“**the Indebtedness**”) by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank’s rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness is settled. Upon the expiry of the said seven (7)

calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

- 14.2 The Bank's right as set out in Clause 14.1 can be exercised in respect of (a) any joint DURIAN-i Account and/or any other joint accounts of the account holders and utilized to set off the Indebtedness incurred to the Bank by any one or more of the joint account holders and/or by any one or more of the joint account holders with any other persons; (b) any account holder and/or any one or more of the joint account holders who has committed an act of bankruptcy or who has had a bankruptcy notice and/or petition for bankruptcy filed against the account holder or any one or more of the joint account holders; (c) any account holder or any one or more of the joint account holders who has been declared bankrupt; and (d) any account holder who has died or of any one or more of the joint account holders who has died.
- 14.3 The Bank shall have the irrevocable right to debit the DURIAN-i Account by (a) giving seven (7) days prior notice to the account holder, or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:
- (a) fees, costs, expenses, charges payable howsoever incurred and/or charged for any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Bank Berhad to the account holder;
 - (b) taxes, stamp duty and any other levies or charges imposed by the government and payable by the account holder for the DURIAN-i Account and/or any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Bank Berhad to or for the benefit of the account holder;
 - (c) loss and/or damage howsoever suffered or incurred by the Bank in carrying out any requests and instructions of the account holder and/or in providing the services in relation to the DURIAN-i Account as provided in these Terms and Conditions;
 - (d) amounts owing to the Bank arising from any indemnities and/or guarantees given by the account holder in favour of the Bank for the provision of any services and facilities by the Bank to the account holder pursuant to these Terms and Conditions;
 - (e) payments made, transferred or credited into the DURIAN-i Account due to the Bank's error and/or due to any claims by any third parties that the relevant amount had been mistakenly paid by the third party into the DURIAN-i Account and/or due to any claim by the third party that he or she had been deceived, defrauded or misled into making the payment into the DURIAN-i Account and/or due to any of the Bank's operational and/or systems errors or malfunction and/or any other causes which are beyond the Bank's reasonable control;
 - (f) proceeds of cheques and/or money instruments which have been credited by the Bank into the DURIAN-i Account earlier if these cheques and/or money instruments are subsequently dishonoured;
 - (g) sums credited into the DURIAN-i Account due to suspected tampered instruments / instructions / fraudulent transactions, regardless of whether the account holder is involved;
 - (h) legal fees, disbursements, expenses and costs (on a solicitor- and client and full indemnity basis) incurred by the Bank due to any:-
 - i. recovery of indebtedness due under any facilities or loans granted by the Bank to the account holder;
 - ii. garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the DURIAN-i Account and/or any other accounts of the account holder maintained with the Bank;

- iii. interpleader or any other court proceedings filed by the Bank in respect of the DURIAN-i Account and/or any other accounts of the account holder maintained with the Bank;
 - iv. Injunction or any other court proceedings initiated against the DURIAN-i Account and/or any other accounts of the account holder maintained with the Bank, whether or not the Bank is named as a party; and
 - v. legal proceedings filed against the Bank by the account holder or any other party involving the DURIAN-i Account and/or any other accounts of the account holder maintained with the Bank and if the Bank is successful in its defence of the said legal proceedings; and
- (i) advance payments paid to the account holder and/or any third party under any arrangement entered into between the Bank and the account holder and/or under any facility granted by the Bank to the account holder.
 - (j) if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

14.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("**Paynet**") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the DURIAN-i Account and make refunds in accordance with Paynet's prevailing guidelines and terms ("**Paynet Rules**"). The Bank will also retain, withhold or earmark the disputed amount from the DURIAN-i Account upon notice of such allegations, claims or dispute.

14.5 Pending the debit of the DURIAN-i Account pursuant to Clause 14.3 and 14.4, the Bank may retain, withhold, earmark or to freeze all monies in the DURIAN-i Account in such manner determined by the Bank at its reasonable discretion.

14.6 The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the DURIAN-i Account and/or in complying with the Paynet Rules.

14.7 Notwithstanding Clause 14.3, the Bank shall have the irrevocable right to immediately debit the DURIAN-i Account without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under such legal or regulatory requirements.

14.8 The account holder further agrees that all funds, monies, securities and other whatsoever valuables and properties belonging to the account holder and deposited with the Bank under the DURIAN-i Account and/or any other accounts of the account holder ("**the properties**") shall automatically become security to the Bank and the Bank shall be entitled to (i) set-off and/or debit any monies forming the properties or proceeds arising from the sale of the properties for the purpose of effecting payment of any liabilities incurred by the account holder to the Bank in these Terms and Conditions; or (ii) retain, withhold or earmark the properties until the account holder's liabilities to the Bank are fully settled.

15 LIMITATION OF LIABILITY

15.1 The Bank's total liability to the account holder shall only be limited to actual direct loss suffered by the account holder, provided that the claim is supported by documentary evidence submitted by the account holder to the Bank. In no event will the Bank be liable to the account holder for any claim, loss, damages, penalty, charges, cost and expense suffered or incurred by the account holder in relation to the Bank complying with the Paynet Rules. The Bank will also not be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss,

reliance loss, pure economic loss or similar loss or damage that the account holder may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.

- 15.2 The account holder agrees to fully indemnify the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs, expenses (including legal costs on a solicitor and client basis), taxes or duties which may be incurred by the Bank in connection with any or all of the accounts whatsoever or the Bank's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorised) unless the account holder can prove that these penalties, damages, claims, losses, costs, expenses, taxes or duties are caused by the gross negligence and/or willful default of the Bank.

16 COMMUNICATIONS AND NOTICES

- 16.1 Any change of the account holder's e-mail address(es), mailing address(es), telephone number(s), signature(s) and/or other particulars recorded with the Bank must be promptly notified to the Bank by the account holder or the authorised signatories. Such notification must be made in writing and supported by any documentation that the Bank may require and shall only be effective upon receipt by the Bank.
- 16.2 All communication sent by the Bank by instantaneous communication and/or sent by post and/or left at the account holder's address last registered with the Bank, and/or by publication on the Bank's website or any of the Bank's branches shall be deemed delivered to and received by the account holder: (i) if sent by post, on the seventh (7th) day after posting; (ii) if by any forms of instantaneous communication (including by e-mail and/or short messaging service (SMS) and voice recording), immediately; and/or (iii) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.
- 16.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.

17 GOVERNING LAW

- 17.1 These Terms and Conditions on DURIAN-i Account-i are subject to and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which the Bank is subject.

18 INSTRUCTIONS

- 18.1 Instructions from the account holder to the Bank must be in writing by the account holder or authorised signatory. Any such instructions are only effective upon receipt by the Bank and supported by any documentation that the Bank may require. The Bank may also accept verbal instructions given to the Bank via the Bank's call center subject to the Bank's verification process.

19 DISCLOSURE OF INFORMATION

- 19.1 The account holder hereby agrees, consents to and authorises the Bank to disclose any information relating to the account holder, the account holder's affairs and/or any accounts maintained by the account holder with the Bank to:
- its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;
 - the entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia,

for facilitating the business, operations, provision of the DURIAN-i/ facilities and performance of the contract, services of or granted or provided by the Bank and/or the Group Companies to their customers, as well as to:

- 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;
- any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the account holder has requested and/or given to the Bank;
- 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 this DURIAN-i; and
- such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The account holder agrees that the consent given above cannot be withdrawn where such disclosure of the account holder's information is necessary for the provision of the DURIAN-i and/or related services or the performance of the contract with the account holder to comply with contractual requirements or to comply with any legal requirements.

- 19.2 Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling purposes of the Bank and/or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by the account holder.** The Bank may also disclose the account holder's information such as name and contact details (excluding the account holder's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the consent from the account holder has been obtained.

However, the account holder may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting the Bank at the following address, telephone number or e-mail address (which may be changed by the Bank from time to time by notice to the account holder): Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel:+603 6204 7788 / e-mail: contactus@cimb.com.

- 19.3 The account holder hereby agrees and expressly authorises and invites the Bank's employees, independent contractor, representatives and/or agents to contact the account holder from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.
- 19.4 In addition to the Bank's rights under Clause 19.2, the Bank is authorised to contact and/or notify the account holder by post and/or e-mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other reasonable mode of communication selected by the Bank based on existing mailing address(es), e-mail address(es), telephone number(s) and/or any other contact particulars of the account holder deposited or recorded with the Bank. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the DURIAN-i and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any other party held jointly or in conjunction with the Bank.

20 RESERVATION OF RIGHTS

- 20.1 The Bank may vary (whether by adding to, deleting from or otherwise amending) ("**Amendment**") any of these Terms and Conditions by giving the account holder at least twenty-one (21) calendar days' notice before the Amendment is effective. The notice of the Amendment may be given by: (i) notice of the Amendment being prominently displayed at the website and made available at the Bank's Banking halls and where detailed provisions regarding the Amendment may be provided to the account holder upon request or the notice may itself contain details of the Amendment; or (ii) the notice being sent by the Bank to the account holder's last known address; or (iii) the notice being advertised in one newspaper of the Bank's choice; or (iv) the notice being sent by e-mail or by any other means of notification which the Bank may select and the Amendment take effect and be binding from the date specified in the notification. The account holder may close his account in accordance with Clause 10.1 if they do not agree to the amendments.

21 NO ASSIGNMENT

- 21.1 The account holder is not allowed to assign and/or create any security interest over the rights, titles, benefits and interests of or monies in the DURIAN-i Account to any person without the written consent of the Bank, with the exception that the same can be assigned and/or created in favour of the Bank.

22 PRIVACY CLAUSE

- 22.1 The account holder hereby confirms that the account holder has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my) and the clauses herein, as may relate to the processing of the account holder's personal information. For the avoidance of doubt, the account holder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 22.2 If the account holder provides personal and financial information relating to third parties, including information relating to the account holder's next-of-kin and dependents, for the purpose of opening or operating the account holder's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the account holder (a) confirms that the account holder has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with these Terms and Conditions; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate the DURIAN-i Account if such consent be withdrawn by any of the said third parties.
- 22.3 Where the account holder instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the account holder's behalf, the account holder agrees to the above said disclosures on behalf of the account holder and others involved in the said cross-border transaction.
- 22.4 The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the account holder's status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the account holder's portfolio(s); (c) recover debts; and/or (d) any purpose related to or in connection with the account/facility under these Terms and Conditions. The account holder will be linked by credit reporting/reference agencies to any other names the account holder uses or have used, and any joint and several applicants. The Bank may also share information about the account holder and how the account holder manages the account holder's account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these

credit reporting/reference agencies to disclose the account holder's credit information to its subscribers for purposes of fraud detection and fraud prevention.

- 22.5 Even after the account holder has provided the Bank with any information, the account holder will have the option to withdraw the consent given earlier, except where such disclosure of the account holder's information is necessary for the provision of the DURIAN-i and/or related services or the performance of the contract with the account holder to comply with contractual requirements or to comply with any legal requirements.
- 22.6 For the purposes of this clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank", and "the Bank's" are to be read as references to the CIMB Group.
- 22.7 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

23 TAX

- 23.1 The account holder shall be liable for all taxes payable in connection with or arising out of the DURIAN-i Account and all its related services.

24. INCORPORATION OF THE PRODUCT DISCLOSURE SHEET

- 24.1 The Product Disclosure Sheet of the DURIAN-i Account shall be deemed to be incorporated in these Terms and Conditions and shall together be read and construed as one document. If there is any conflict between the provisions of these Terms and Conditions and the Product Disclosure Sheet, the provisions of these Terms and Conditions shall prevail.

25. MISCELLANEOUS

- 25.1 The account holder may make any complaint relating to the DURIAN-i Account, with any of the Bank's branch. If the account holder is not satisfied with the explanation or solution provided by the branch, the account holder may contact the Bank's Customer Resolution Department at the following address, telephone number and e-mail address (or such other address, telephone number and e-mail address which the Bank notified to the account holder): Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Tel: +603-6204 7788 / e-mail: contactus@cimb.com.
- 25.2 The account holder and the Bank agree that their respective rights and obligations herein are intended to be and subject to and in conformity with Shariah (such Shariah as determined by the Shariah Advisory Council of Bank Negara Malaysia). Notwithstanding the aforementioned, the account holder is solely responsible for the use of the fund for non-Shariah compliant purposes.

(End of Terms and Conditions)

WARNING

THE RETURNS ON THIS INVESTMENT ACCOUNT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSETS. THE PRINCIPAL AND RETURNS ARE NOT GUARANTEED AND CUSTOMER RISKS EARNING NO RETURNS AT ALL. THIS INVESTMENT ACCOUNT IS NOT PROTECTED BY THE PERBADANAN INSURANS DEPOSIT MALAYSIA ("PIDM").