

**TERMS AND CONDITIONS GOVERNING NON-INDIVIDUAL ISLAMIC FIXED
DEPOSIT-i (“Fixed Deposit-i”)
(Effective from 2 January 2025)**

Definitions

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| ‘Accountholder(s)’, ‘you’ ‘your’ or ‘yours’ | means the non-individual accountholder of the Islamic Fixed Deposit Account (whichever is applicable) and shall include their respective personal representatives, successors-in-title and permitted assigns. |
| ‘Applicable Laws’ | means all relevant or applicable statutes, laws, rules, regulations, guidelines (including but not limited to BNM’s guidelines), directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organizations with jurisdiction over us or any other person within the Group). |
| ‘Associated Party’ | means any of the following:- (a) your director; (b) your shareholder; (c) a company of which any of your directors is a director or a shareholder; (d) a company of which any of your shareholders is a shareholder or a director; (e) your parent or holding company; (f) your subsidiary company; (g) a company of which you are directly or indirectly a shareholder; (h) a partnership of which you are a partner; (i) a sole-proprietorship of which you are a proprietor; (j) a company of which you are a director. |
| ‘Authorised Signatory’ | means a person (whether alone or jointly with any other person or persons) authorized by you to give Instructions to operate the Islamic Fixed Deposit Account. |
| ‘BNM’ | means Bank Negara Malaysia. |
| ‘Branch’ | means our branch office where the Islamic Fixed Deposit Account is opened and/or maintained. |
| ‘Business Day’ | means a day on which the Bank is opened and/or maintained in the state where the place of business of the Bank is located for transaction of business of the nature required or contemplated by this Terms and Conditions. |
| ‘Code’ | means the Internal Revenue Code of 1986 issued by the US. |
| ‘Commodity’ | means the Shariah-compliant goods and commodities as stated in our website. |
| ‘Day’ | means a calendar day in a Gregorian calendar. |
| ‘Event of Default’ | means any events or matters specified in Clause 18.2 (c) to 18.2 (dd) below. |
| ‘FATCA’ | means Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) (“FATCA”) or any other |

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| | agreement entered into with or between authorities for the implementation of FATCA. |
| 'Group' | means our branches, agencies, representative offices, affiliated, associated or related corporations and their respective officers, servants or agents, whether situated in or out of Malaysia and includes us. |
| 'Instructions' | means any request, application for the opening of the Islamic Fixed Deposit Account, authorisation or instructions in whatever form, substance and manner inclusive of agency appointment made to us by you or the Authorised Signatory in relation to the Islamic Fixed Deposit Account. |
| 'Islamic Fixed Deposit' | means the deposit placed in the Islamic Fixed Deposit-i ("Fixed Deposit-i") Account. |
| 'Islamic Fixed Deposit Acknowledgement' | means the acknowledgement slip to evidence the placement of a term deposit in the Islamic Fixed Deposit Account on the date stated therein. |
| 'Islamic Fixed Deposit Account' | means the Islamic term deposit account opened and/or maintained with us. |
| 'Legal Process' | may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Companies Act 2016, and the Insolvency Act 1967. |
| 'Personal Data' | means any information that relates directly or indirectly to an individual, which for the purpose of these Terms and Conditions may include, but is not limited to, name, address, occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), information contained in the Islamic Fixed Deposit Account held by you either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us. |
| 'Rebate (<i>Ibra</i>)' | means rebate or waiver of partial or total claim against certain right or debt. |
| 'Sanctions' | means the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority. |
| 'Statement of Account' | means the physical copy of the statement that we will issue to you quarterly or any additional physical statement issued upon your request, showing all transactions in the Islamic Fixed Deposit Account. |
| 'Terms and Conditions' | means this Terms and Conditions governing the Islamic Fixed Deposit Account (including any variation or addition hereto as we may prescribe from time to time). |

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| 'the Bank', 'UOB', 'our', 'us' or 'we' | means United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors-in-title and permitted assigns. |
| 'Third Party Data Subject' | means a person whose Personal Data you have provided to us and may include, but is not limited to, your mandatee, next-of-kin, dependents, individual guarantors, and security providers (where you are an individual), or your Authorised Signatory, directors, shareholders, officers, individual guarantors, and security providers (where you are a corporation or organisation). |
| 'UOB Business Internet Banking' or 'BIB' | means the business internet banking services provided by us to you (if you are a sole proprietor, partnership, society, association, organization or company) to enable you to access your accounts with us and effect banking or other transactions electronically through a computer or a mobile device. |
| 'US' | means the United States of America. |
| 'US Person(s)' | means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s). |

1. Terms and Conditions

By opening, maintaining and using an Islamic Fixed Deposit Account you agree to be bound by this Terms and Conditions. You are deemed to have read, understood and accepted every term.

2. Applicable Shariah Contract

- 2.1 Islamic Fixed Deposit Account shall operate in accordance with the Shariah principles of **Murabahah** (cost plus sale), **Tawarruq/Commodity Murabahah** (monetization) and **Wakalah** (agency) as describe in detail below.
- 2.2 **Murabahah** is a sale contract with a disclosure of the asset cost price and profit margin to the buyer.
- 2.3 **Tawarruq/Commodity Murabahah** consist of two sale and purchase contracts. The first involves the sale of Commodity by a seller to a purchaser on deferred basis (*Murabahah*). Subsequently, the purchaser of the first sale will sell the same Commodity to a third party on cash and spot basis (*Musawamah*).
- 2.4 **Wakalah** is a contract of agency.
- 2.5 **Musawamah** is a sale contract without the disclosure of the asset cost price and profit margin to the buyer.

3. Islamic Fixed Deposit

3.1 Transaction of Commodity Murabahah in Islamic Fixed Deposit

- (i) Upon the Bank's acceptance of the placement or renewal as the case may be of the Islamic Fixed Deposit, the Bank is appointed as your agent whereby the Bank is authorized to do all acts with respect to the purchase of the Commodity at the purchase price to be mutually agreed between you and the Bank ("Commodity Price").
- (ii) Thereafter, the Bank shall purchase from you the Commodity at the Commodity Price plus profit ("*Murabahah* Sale Price") on deferred payment terms.
- (iii) The profit payment options may be either upon maturity on monthly, quarterly, six-monthly or yearly basis.
- (iv) Payment of cash upfront from the Bank shall be treated as a security deposit ("*Hamish Jiddiyah*") to complete the commodity trading on your behalf:
 - (a) The security deposit may be treated as part of the payment of the agreed *Murabahah* Sale Price upon entering into the sale and purchase transaction as per Clause 3.1(i) and (ii) above; and
 - (b) The security deposit shall be refunded in full to the Bank if it is not treated as part payment of the *Murabahah* Sale Price.
- (v) Each party acknowledges that the Commodity shall be capable of physical delivery. Any request for the physical delivery of the Commodity shall be made by providing the Bank with your prior written request during normal hour of Business Day and provided that the Sale Transaction has not been performed.
- (vi) If you intend to take physical delivery of the Commodity with prior notice to us, arrangements for the delivery is to be made directly with Commodity platform provider or Commodity trader and all costs associated with the physical delivery of the Commodity, including the delivery costs, storage costs and takaful/insurance, shall be borne by you.
- (vii) In the event you decide to take physical delivery of the Commodity, we will not be able to perform the Sale Transaction, hence no profit will be paid in the Islamic Fixed Deposit.
- (viii) The tenure of Islamic Fixed Deposit shall be for a period as mutually agreed between you and the Bank.

3.2 Appointment as Agent

- (a) Subject to the mutual agreement as to the Commodity, the profit rate, and the maturity date, upon every placement or the renewal (as the case may be) of Islamic Fixed Deposit, the Bank is appointed as your authorised agent to do the following:
 - (i) to buy on your behalf the Commodity at the Commodity Price on a cash basis ("Purchase Transaction(s)") and to accept the beneficial ownership of the Commodity; and
 - (ii) subsequent to the Purchase Transaction and in a dual agency capacity you shall authorized us on your behalf to sell the Commodity on deferred payment to ourselves at the *Murabahah* Sale Price ("Sale Transaction(s)").

('Purchase Transaction(s)' and 'Sale Transaction(s)' are hereinafter collectively referred to as "Commodity *Murabahah* Transaction")

- (b) Our appointment is limited in relation to the Commodity Murabahah Transaction and we will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with you other than those provided in this Terms and Conditions.

3.3 Each transaction may be entered into by the Bank in your name on a fully disclosed basis.

3.4 The Commodity will be sold on an "as is where is" basis without any representation or warranty in relation to the Commodity and the parties agree to waive the liability of the seller for any

defect on the Commodity before entering into the Commodity Trading.

- 3.5 All risk shall pass to the purchaser upon completion of the purchase whereby the seller is free from any liabilities, responsibilities or obligations relating to the Commodity in any form or manner whatsoever. Any defects on or non-delivery of or any disputes in relation to the Commodity shall not in any way affect or absolve yours and ours obligations or undertakings in these Terms and Conditions.
- 3.6 As your agent, we shall:-
(i) act in good faith in conducting the Commodity Trading; and
(ii) be authorised to delegate the rights and duties as agent to any third party to do all acts necessary for the completion of the required Commodity Trading.
- 3.7 Unless it is due to our willful misconduct or gross negligence, you agree to indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which we may sustain, suffer or incur as a result of us acting as your agent to complete the Commodity Trading transactions.

4. Placement of the Islamic Fixed Deposit

- 4.1 The minimum amount required for each deposit into Islamic Fixed Deposit Account is RM5,000 for the minimum tenure of one (1) month and RM1,000 for the tenure of two (2) months up to sixty (60) months or such other amount and tenure to be determined by us from time to time.
- 4.2 Each deposit shall be placed at a profit rate quoted by us and mutually agreed upon.
- 4.3 When you make a deposit:-
(a) the deposit must be placed by such mode or manner as we prescribe from time to time, whether over the counter at the branches or through the use of any services as may be made available by us from time to time;
(b) we may (but is not obliged to) give immediate credit for cheques, drafts and all other instruments deposited into the Islamic Fixed Deposit Account;
(c) notwithstanding the above, once you have instructed the Bank to enter into a Purchase Transaction(s) and you fail to effect payment of the Commodity Price on the relevant purchase date, you shall bear all actual losses and indemnify the Bank as stated in Clause 30 below;
(d) prior to the completion of the Commodity *Murabahah* Transaction, you agree that the deposit shall be held based on loan (*Qard*) to the Bank.
- 4.4 The amount placed in the Islamic Fixed Deposit Account are not transferable or assignable and may not be pledged or charged as security to any other party unless the same is taken to secure the Bank's Islamic financing only.
- 4.5 An Islamic Fixed Deposit Acknowledgement will be given to you for each deposit placed. The Islamic Fixed Deposit Acknowledgement is merely an acknowledgement of placement of a deposit in the Islamic Fixed Deposit Account and not a document of title.
- 4.6 The production of the original Islamic Fixed Deposit Acknowledgement is not evidence that the Islamic Fixed Deposit is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in our systems and such records in our system will be deemed final.
- 4.7 Where a deposit is made by cheque or other non-cash instrument, the value date will commence only upon actual receipt of the proceeds from the drawer bank. If the cheque is dishonoured, we reserve the right to cancel the purported placement and the Islamic Fixed Deposit Acknowledgement will be void with immediate effect. Any cheque or non-cash

instrument which has been dishonoured may be returned by post to you at the last known address in our records at your own risk and expense.

- 4.8 In relation to fund transfers (including telegraphic transfers) for credit into the Islamic Fixed Deposit Account, the value date will commence only upon actual receipt of the funds by us.

5. Withdrawal

- 5.1 A deposit in the Islamic Fixed Deposit Account may not be withdrawn before its maturity date. However, if and once we agree to your request, we may allow (full or partial) withdrawal before the maturity date subject to you granting us Rebate (*Ibra'*).
- 5.2 You agree and acknowledge to waive your rights to claim full *Murabahah* Sale Price and give Rebate (*Ibra'*) to us in accordance with Clause 6.3 below in any pre-mature withdrawal.
- 5.3 Any withdrawals from the Islamic Fixed Deposit Account shall be effected by you personally at the Branch where the Islamic Fixed Deposit placement is made or any other branch subject to further verification.
- 5.4 Any instruction relating to withdrawals from the Islamic Fixed Deposit Account must bear the signature of the Accountholder(s) or its Authorised Signatory, or by such electronic means which we may prescribe. Any payment made by us pursuant to any instructions purporting to have been signed by the Accountholder(s) or the Authorised Signatory of an Accountholder(s) or by such electronic means shall be deemed to be properly made on the authority of the Accountholder(s) and we shall be discharged and released from any liability to the Accountholder(s) or to any other party in respect thereof.
- 5.5 Any proceeds withdrawn from the Islamic Fixed Deposit Account shall be credited into any other account maintained by the Accountholder(s) with us or it will be paid by us to the Accountholder(s) by way of Cashier's Order or in such other manner as mutually agreed.
- 5.6 We may require the production of the identity card or passport (or such other means of identification acceptable to us) from the Accountholder(s) or its Authorised Signatory for any withdrawals from the Islamic Fixed Deposit Account.

6. Profit Rate/Profit Payment

6.1 Profit Rate:

- (a) Profit on Islamic Fixed Deposit is paid in accordance with the prevailing rate as mutually agreed upon. The prevailing rate is available at the branches or accessible through our website at www.uob.com.my. In the event of any change of profit rate, notification of such change shall be deemed to have come to your attention by being displayed at our branches or posted to you at the last address registered with us or advertised by any other mode which we may deem fit.
- (b) The calculation of profit on any Islamic Fixed Deposit shall be based on the actual number of days it was deposited in the Islamic Fixed Deposit Account provided that it was deposited for the full period of placement, including the placement date (subject to the value date) but excluding its maturity date.
- (c) The formula for the profit calculation is as follows:

$$\frac{\text{Principal} \times \text{Profit Rate} \times \text{No. of Days}}{365}$$

6.2 Subject to mutually agreed terms:

- (a) The profit shall be payable at the respective maturity dates for deposits of up to twelve (12) months placement.

- (b) The profit shall be payable on a monthly, quarterly, six-monthly or yearly basis in respect of deposits exceeding twelve (12) months placement up to sixty (60) months where the remaining tenure to its maturity date is less than six (6) months, profit in respect of that remaining tenure shall be paid on that final maturity date.
- (c) We will, upon your Instruction, pay the profit either to any of your designated current account or saving account maintained with us or in the event of renewal, add the profit onto the Islamic Fixed Deposit.

6.3 Pre-Mature Withdrawal: any withdrawal of the Islamic Fixed Deposit before the maturity date pursuant to Clause 5.1 above, you agree to give us full Rebate (*Ibra'*) by waiving your right to claim the profit portion payable of the *Murabahah* Sale Price in which case no profit shall be paid to you.

7. Renewal of Islamic Fixed Deposit

- 7.1 You agree that the Islamic Fixed Deposit is renewable on its maturity date at the profit rate prevailing at the time of renewal unless written instruction from you is received by us before maturity date.
- 7.2 Renewal can either be on the entire *Murabahah* Sale Price or any other amount pursuant to your Instruction. Each renewal shall be subject to a new *Commodity Murabahah* Transaction and appointment of agency pursuant to Clause 3.2.

8. Statement and Verifications

- 8.1 We may send you Statement of Account or confirmation advices by ordinary mail quarterly or at such intervals as we may deem fit. If there is no transaction in the Islamic Fixed Deposit Account, no statement will be sent. A hardcopy of the Statement of Account may still be sent to you upon your request subject to payment of the prevailing charge to us.
- 8.2 We will only send one Statement of Account to the mailing address specified by the Accountholders in writing in accordance with the mandate for the time being in effect in respect of the operation of the Islamic Fixed Deposit Account
- 8.3 You agree that you are under a duty to:-
 - (a) check all entries in the confirmation advice and/or Statement of Account as the case may be;
 - (b) promptly notify us in writing any error, omission or inaccuracies in the confirmation advice within fifteen (15) Days from the date of the confirmation advice and/or Statement of Account as the case may be;
 - (c) sign and return any confirmation advice, including that related to auditing purposes (if requested to do so);
 - (d) promptly notify us in writing if you did not receive the Statement of Account within fifteen (15) Days from the expected date of receipt; and
 - (e) monitor all your balances at all times and report to us when you discover any unauthorised transactions.
- 8.4 If we do not receive any written notification under Clause 8.3(b) within the period stated above, you shall be deemed conclusively:-
 - (a) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries in the confirmation advice and Statement of Account and the balance set out in the Statement Account; and
 - (b) to have ratified or confirmed each and every one of the transactions represented by the entries set out in the Statement of Account.

The entries in the confirmation advice and the Statement of Account shall be deemed as conclusive evidence of your Instruction to us to effect the transaction(s) set out in the

confirmation advice and the Statement of Account. You shall have no claims against us arising from, in connection with or as a result of any transactions referred to in the confirmation advice and the Statement of Account.

- 8.5 Reversal: We reserve the right to adjust, reverse, cancel any entry into the Statement of Account or debit the Islamic Fixed Deposit Account at any such time if we:-
- (a) need to correct any error or omission;
 - (b) are required to return funds wrongfully credited into the Islamic Fixed Deposit Account;
 - or
 - (c) have not received cleared or unconditional funds in full or in time;

Any entries in the Statement of Account so rectified shall be binding on you.

- 8.6 Any request for additional Statement of Account or advice must be made in writing to us and this will be subject to a charge as published at our website upon such request being made.

9. **Mandate/Instructions**

- 9.1 For the operating mandate of the Islamic Fixed Deposit Account, you must provide us with the resolution passed in accordance with your constitution or agreement or authorisation letter or such document executed by a person authorised by you and/or your constitution or agreement to nominate and appoint your Authorised Signatory and the information relating to the Authorised Signatory as requested by us.

- 9.2 We shall act in accordance with your written instructions signed in accordance with the operating mandate of the Islamic Fixed Deposit Account.

- 9.3 Change of operating mandate:-

- (a) you must notify us promptly in writing of any change or variation in the operating mandate (including but not limited to change of addresses, telephone numbers, residential status, constitution of your business enterprise and name of account), Authorised Signatory, authorised manner of signing or when you want to change your or your Authorised Signatory's signature;
- (b) we shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt of such notification) to process such change or variation. We may act on any instructions, signed by you or your Authorised Signatory before we process such change or variation.

- 9.4 Instructions:-

- (a) All instructions given by you or any Authorised Signatory are irrevocable and binding on you.
- (b) We shall be entitled to refuse to accept or act on any Instructions, whether for a withdrawal or any other transaction or any matter relating to the Islamic Fixed Deposit Account, if:-
 - (i) we are unable to verify your identity or the identity of your Authorised Signatory to our satisfaction;
 - (ii) we have any doubt on the authenticity, clarity or completeness of the Instructions;
 - (iii) the form or content of such Instructions is not in accordance with the requirements or policies or practices as we prescribed from time to time;
 - (iv) the Instructions is not in accordance with the mandate(s) for the time being in effect in respect of the operation of such Islamic Fixed Deposit Account;
 - (v) we believe or suspect that the Instructions are unauthorised, fraudulent or forged;
 - (vi) the signature on the Instructions differs from the specimen signature in our records;

- (vii) an Event of Default has occurred or is continuing; or
 - (viii) we deem appropriate in the circumstances, and we shall not be liable to you for any loss, liability or expenses arising from us refraining or refusing to act.
- 9.5 We may act upon any instructions which we believe in good faith to be given by you or your Authorised Signatory, without inquiry as to:-
 - (a) the identity or authority of the person giving or purporting to give such Instructions; or
 - (b) the authenticity thereof or notwithstanding:-
 - (i) that such Instructions may conflict with other Instructions given by you to us; or
 - (ii) any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instructions.
- 9.6 We may refuse to accept or act on the instruction given by any of your Authorised Signatory who has been adjudged bankrupt without being liable to you.
- 9.7 If prior to acting on Instructions received from one Authorised Signatory, we receive contradictory Instructions from another Authorised Signatory, we shall immediately thereafter act only on the mandate of all Authorised Signatories (if you are a partnership, society, association, organisation or company) in relation to the Islamic Fixed Deposit Account.
- 9.8 You authorise us to act upon any Instruction given to us in writing signed and sent by post or facsimile (or supposedly to be so signed and sent) by the Authorised Signatories. You are aware and acknowledge and accept the risks of misunderstandings and errors in the Instructions being given by the Authorised Signatory in such manner and we shall not be liable for any loss, liability or expense that may result from such misunderstandings, errors and unauthorised instructions save and except it is due to our wilful misconduct or gross negligence.
- 9.9 We can decide not to act on or accept Instructions given in writing without any reason given and you agree that we shall not be responsible for any loss, liability or expense sustained by you by reason of our refusal or omission to act on such Instructions.
- 9.10 Unless it is due to our gross negligence or wilful misconduct, we shall not be liable to you for any loss, liability or expenses that may result from:-
 - (a) any misunderstanding, errors, unauthorised alterations or instructions, fraud, forgery, operational failures or faults in the transmission of your Instructions;
 - (b) any misunderstanding, error or unauthorised Instructions; or
 - (c) any delay on our part in acting on any Instruction.
- 9.11 To the fullest extent permitted by law and unless it is due to our wilful misconduct or gross negligence, you agree to indemnify us and to keep us fully indemnified at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from our action on your aforesaid Instructions, or as we deem fit, refusing to act on your aforesaid Instructions or part of it.
- 9.12 You acknowledge that we may implement whatever security procedures and features we deem appropriate and/or necessary from time to time to verify your identity and/or your Authorised Signatory's identity and that the transaction has been authorised by you and/or your Authorised Signatory. Without prejudice to the foregoing, we may require confirmation of any Instructions from you or your Authorised Signatory in any form or manner as we deem appropriate.

10. Provisions for Firms/Sole Proprietorship/Partnership/Organisation/Limited Liability Partnerships

- 10.1 For sole proprietorship, the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by you to us even if there are any changes in the way the sole proprietorship is constituted, you implement a name change or the sole proprietorship no longer exists.
- 10.2 For partnership (registered under the Partnership Act 1961), all partners (on a joint and several basis) are bound by this Terms and Conditions, and liable for all debts and other liabilities owed by you to us even if there are any changes in your partnership (including but not limited to death, resignation, replacement, addition, bankruptcy or otherwise of a partner), you implement a name change or are dissolved. We may, in the absence of written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the Islamic Fixed Deposit Account as if there had been no change in the partnership's constitution.
- 10.3 For partnership (registered under the Limited Liability Partnerships Act 2012), if there are any changes in the partnership (including but not limited to death, resignation, replacement, addition, bankruptcy or otherwise of a partner), you implement a name change or are dissolved, we may, in the absence of written notice to the contrary, treat the remaining/surviving partner(s) or new partner(s) as having full power to carry on the business of the partnership and to deal with the Islamic Fixed Deposit Account as if there had been no change in the partnership's constitution. We may also suspend the Islamic Fixed Deposit Account upon the death, bankruptcy or insanity of any partner
- 10.4 For societies, association, organisation or companies, any change in your constitution by amalgamation, consolidation or otherwise shall not affect or determine your liability under the Islamic Fixed Deposit Account and on the death of any Authorised Person, we shall be authorised to act on the Instructions of the surviving Authorised Person as if the deceased Authorised Person was not an Authorised Person of the Fixed Deposit Account, subject to any notification in writing by you of any changes or variation to the operation of the Fixed Deposit Account in Clause 9.
- 10.5 You shall promptly notify us in writing of any change in the constitution or name of the sole proprietorship, partnership, society, association, organisation or company.
- 10.6 On the presentation of a bankruptcy or winding-up petition or any notice of dissolution against you, we can suspend the Islamic Fixed Deposit Account and such suspension shall be subject to any right which we may have arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent.

11. Accounts in Trusts

We are not obliged to recognize any person other than you as having any interest in the Islamic Fixed Deposit Account(s). If we open the Islamic Fixed Deposit Account in your name "in trust" or "as nominee" or using some similar designation, you undertake to operate such Islamic Fixed Deposit Account(s) solely for the benefit of such beneficiary(ies). You shall indemnify us against any loss or liability in respect of the operation of the Islamic Fixed Deposit Account(s).

12. Right to Debit

- 12.1 Without affecting any other rights that we may have under this Terms and Conditions or by law, we may, at any time, debit your Islamic Fixed Deposit Account or any other account (including the balance on any overdraft account, if applicable) which you may have with us

whether alone or with any other person with any moneys whatsoever which are payable by you to us, including but not limited to costs, expenses, disbursements, taxes, duties or levies.

12.2 If we do debit your account, the debiting is not to be taken as a waiver of any Event of Default.

12.3 If any debiting of any of your accounts causes that account to be overdrawn, you will also pay late payment charges (on such amount at such rate we may specify from time to time) to us accordingly.

13. Representations and Warranties

13.1 Our acceptance of your application for the opening of the Islamic Fixed Deposit Account is in reliance on the following representation and warranties made by you, all of which must be complied with in all material respects throughout the duration of the Islamic Fixed Deposit Account:-

- (a) you have full power, right, capacity and authority to, accept and agree to this Terms and Conditions and perform the obligations under this Terms and Conditions;
- (b) no person other than you has an interest in the Islamic Fixed Deposit and the Islamic Fixed Deposit Account;
- (c) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the Islamic Fixed Deposit in the Islamic Fixed Deposit Account;
- (d) that there is no litigation (whether civil or criminal) arbitration or administrative proceedings, pending, on-going or threatened against you;
- (e) that you have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against you;
- (f) that you are able to pay your debts as and when they fall due and that no winding-up proceedings have been commenced or are being threatened against you;
- (g) that you have filed all tax returns which you are required by law to file and have paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against you or upon your properties, assets, businesses and incomes;
- (h) that no Event of Default has occurred or is continuing;
- (i) that there has been no change in your financial condition which would materially affect in an adverse way your ability to perform the obligations under this Terms and Conditions;
- (j) that all the information given by you to us in relation to the Islamic Fixed Deposit Account do not contain any untrue or misleading statement or omit to state any fact;
- (k) that you are not aware of and have not intentionally withheld any information or fact which may result in or give rise to the opening of the Islamic Fixed Deposit Account, causing us to breach any Applicable Laws;
- (l) that you are not involved in any illegal activities and all moneys provided to us are not derived in any way from illegal activities;
- (m) that you are not:-
 - (i) a national or resident of any country which is subjected to Sanctions;
 - (ii) an entity incorporated under the laws of or owned or controlled (directly or indirectly) by a person located in or organised under the laws of a country which is subjected to Sanction; or
 - (iii) a person listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by the Group; and
- (n) except with our express written consent, no person has or will have any security or other encumbrances over the Islamic Fixed Deposit Account.

13.2 The above representations and warranties shall be deemed repeated whenever you give any Instructions in connection with the Islamic Fixed Deposit Account.

14. Bank's Agents

We may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking transaction of you. Such bank or agent is deemed to be agent and we shall not, in any circumstances, be responsible or be liable to you by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of any such bank or agent. All charges incurred by us, including but not limited to costs, expenses, disbursements, taxes, duties or levies, will be debited from your Islamic Fixed Deposit Account.

15. Sanctions and Anti-Money Laundering

15.1 You must provide and disclose to us within such time prescribed by us, any information, statements and explanations relating to the Islamic Fixed Deposit Account which we deem necessary in order to:-

- (a) comply with the laws or Sanctions of Malaysia or any other country (including but not limited to those relating to anti-money laundering or anti-terrorism); and/or
- (b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.

15.2 Pending our receipt of the information from you and until we have verified the information to our satisfaction, we are not obliged to proceed with any transactions or disbursements.

15.3 You declare and undertake to us that the processing of any transactions will not breach any laws or Sanctions in Malaysia or any other country. We will not be liable for any loss arising from any delay or failure to process any transactions due to inadequate information and documentation provided by you.

16. Retention of Records

You agree that we are not obligated to maintain any records of the Islamic Fixed Deposit Account, including but not limited to the account opening forms, Statement of Account, confirmation advice, cheque images, correspondences or documents in relation to the Islamic Fixed Deposit Account, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any Applicable Laws.

17. Taxes, Duties or Levies

17.1 You are liable to pay for any taxes or levies which as at the date of the opening of the Islamic Fixed Deposit Account or at any date subsequent to the date of the opening of the Islamic Fixed Deposit Account, is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over us, in respect of any fees and charges or incurred by us or services provided in relation to the Islamic Fixed Deposit Account.

17.2 Any taxes or levies incurred by us in relation to the use of the Islamic Fixed Deposit Account and any other goods or services provided under the Islamic Fixed Deposit Account shall be borne by and charged to you and in the event that we shall effect any payment, you shall be liable to reimburse us for such amounts paid.

18. Closure/Suspension of the Islamic Fixed Deposit Account

18.1 You can request to close the Islamic Fixed Deposit Account by providing written Instructions to us in the form and substance acceptable to us and settling all outstanding amounts (including fees, charges and any other costs) if any, due to us.

- 18.2 Notwithstanding anything in these Terms and Conditions, we may close, suspend, freeze or terminate the Islamic Fixed Deposit Account, if:
- (a) as we deem fit with prior notice to you;
 - (b) the Islamic Fixed Deposit Account has zero balance and there is no transaction in the Islamic Fixed Deposit Account for a continuous period of thirty-six (36) months, the Islamic Fixed Deposit Account shall then be closed without notification to you;
 - (c) in our opinion, you do not comply with any Applicable Laws;
 - (d) in our opinion the Islamic Fixed Deposit Account is not operated in a proper or regular manner;
 - (e) you threaten to breach or you have breached any of this Terms and Conditions or other terms and/or conditions applicable to you or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
 - (f) you give us untrue, inaccurate, incomplete or misleading information;
 - (g) any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material aspect;
 - (h) you fail to pay on any due date any money which you should be paying to us or if you fail to discharge any obligation or liability owing to us;
 - (i) you pass away or become insane;
 - (j) you become bankrupt or insolvent or allow any judgment to remain unsatisfied for a period of twenty-one (21) days;
 - (k) you commit any act of bankruptcy or are unable to pay your debts, or suspend your debts, or enter into any composition or arrangement with or for the benefit of your creditors, as the case may be;
 - (l) any resolution is passed, or if a petition is presented against you:-
 - (i) for bankruptcy, liquidation, winding-up or dissolution; or
 - (ii) for the appointment of a liquidator, receiver, trustee or judicial manager;
 - (m) execution or any form of recovery or enforcement action is levied or taken against any of your assets;
 - (n) you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets, as the case may be;
 - (o) in our opinion, there is any change or threatened change in:-
 - (i) circumstances which would materially and adversely affect your business or financial condition or your ability to perform your obligations under this Terms and Conditions; or
 - (ii) circumstances in relation to you or any of your directors or members of the management board or any direct or indirect shareholder that could, in our opinion, expose us to the risk of loss or reputation or regulation action in any country;
 - (iii) your status as a Malaysian citizen;
 - (iv) your status as a resident or resident controlled company; or
 - (v) your shareholders, shareholding structure, directors or management;
 - (p) a notice or proposal for the compulsory acquisition of any of your properties is issued or made under any law;
 - (q) any of your cheques is dishonoured;
 - (r) you are blacklisted pursuant to the DCHEQS guidelines or any guidelines issued by BNM or any other authority having jurisdiction over us;
 - (s) any of your accounts with us is re-designated or closed by us for any reason whatsoever;
 - (t) you fail to discharge any obligation or liability to us or to any other person;
 - (u) you commit a default in any financing facility or similar arrangement with any person (including us) which gives the right to the creditor concerned (including us) to demand payment of the financing facility or arrangement before its due date, to withdraw the financing facility or arrangement, or to enforce the security for the financing facility or arrangement;
 - (v) there is a default in the payment of any moneys under the account of any other person for whom you are providing security;
 - (w) there is any litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going or threatened against you;

- (x) we suspect or have reasons to believe that the Islamic Fixed Deposit Account or any part of it is used for unlawful activity;
 - (y) there is any investigation by any police, police organization, governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or otherwise pending, on-going or threatened against you);
 - (z) you have been charged or convicted for any criminal offences or have any criminal records;
 - (aa) there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (as amended or replaced from time to time) ;
 - (bb) your whereabouts are unknown to us;
 - (cc) you become a US person; or
 - (dd) we decide that the continuation of the Islamic Fixed Deposit Account could likely be detrimental to our position
- 18.3 When any of the events in Clauses 18.1 and 18.2 above happens:-
- (a) we will not be under any further obligation and/or commitment to you in relation to the Islamic Fixed Deposit Account;
 - (b) we may (but are not obligated to) freeze, suspend (indefinitely or otherwise) or close the Islamic Fixed Deposit Account, or our relationship with you and all moneys and profit then owing to us under the Islamic Fixed Deposit Account will immediately become due and payable on demand by us;
 - (c) we may apply any of the monies in the Islamic Fixed Deposit Account against any loss arising thereof and/or amounts which you owe to us;
 - (d) we may apply any of the credit amount in any account you may have with us against any loss arising thereof and/or amounts which you owe to us; or
 - (e) we will be entitled to exercise any right or power:-
 - (i) which we may have under any of this Terms and Conditions; and
 - (ii) which may be available to us in law.
- 18.4 You cannot use the Islamic Fixed Deposit Account for any unlawful activities.
- 18.5 We may take all actions we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention or any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions we may take include immediately closing the Islamic Fixed Deposit Account, making reports and taking such actions we may decide as appropriate.
- 18.6 Any closure or cancellation or suspension of the Islamic Fixed Deposit Account by us shall not entitle you to claim for any compensation against us for any losses or damages suffered or incurred by you whether as a direct or indirect result of such cancellation or suspension.
- 18.7 For a closure event under Clauses 18.1 and 18.2(a), prior to the date of closure, you shall instruct us as to the proper disposal or transfer of the monies in the Islamic Fixed Deposit Account.
- 18.8 Upon the closure/cancellation of the Islamic Fixed Deposit Account, you must pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued on to date of closure/cancellation of the Islamic Fixed Deposit Account.
- 18.9 If there is any payment obligation by us to you after the closure or cancellation of the Islamic Fixed Deposit Account, we shall issue and send a banker's draft or cashier's order made payable to you, by ordinary post to your last known address in our record. After we have acted in accordance with the above provision, it shall constitute a valid and complete discharge of our obligations in relation to the Islamic Fixed Deposit Account.

19. Financial Crime Representations And Warranties

- 19.1 We shall be entitled to take all actions we consider appropriate for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction (“Financial Crime”).
- 19.2 You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason, have the right to immediately:-
- (a) exercise all our rights stated in Clause 18;
 - (b) close all accounts and terminate all services you have with us; and
 - (c) make reports and take such other actions as we may deem appropriate.
- 19.3 You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.
- 19.4 You represent and warrant that you and/or any Associated Party, or to your knowledge, any director, shareholder, partner, officer, agent, employee or other person acting on your behalf or any of the Associated Party has not engaged in any activity or conduct or has not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the “MACCA”), the United Kingdom Bribery Act 2010 (the “UK Bribery Act”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”). You further represent and warrant that you, and to your knowledge, the Associated Party are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations and have in place policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

20. Right of Set-Off and Consolidation

- 20.1 In addition to any general right of set-off under law or any other agreement, you agree that we may at any time, combine, consolidate or merge all or any of your accounts (whether current, deposit, loan/financing or otherwise) with us. , You authorize us, after giving you seven (7) days’ notice, to set-off or transfer any sums standing to the credit of any such accounts, including the Islamic Fixed Deposit Account (whether matured or not) (“the Deposits”) in or towards the satisfaction of your liabilities to us under this Terms and Conditions or under any other agreements or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint (“the Liabilities”).
- 20.2 Upon the issuance of the notice mentioned in Clause 20.1 above, you agree that we have the right to earmark or to place a hold on the Deposits, prior to the setting-off and you shall not be entitled to withdraw any of the Deposits, without our prior written consent.
- 20.3 Where such combination, set off, consolidation or transfer requires the conversion of one currency into another, such conversion shall be calculated at our then prevailing spot rate of exchange as determined by us.

- 20.4 If there is a shortfall between the amount due and the amount so realized, you must immediately upon demand pay to us the amount of such difference, and until our receipt of full payment, you will also pay late payment charges (on such balance at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not banker-customer relationship between us and you have ceased or been terminated.
- 20.5 Neither the Deposits nor any of your rights, title or interest in them can be assigned, transferred or encumbered (except in our favour, or with our written consent). You undertake not to, or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Deposits or any of your rights, title or interest in them, and any such sale, assignment, transfer, mortgage, charge or other dealing will be void.
- 20.6 For so long as you owe moneys or obligations (of whatsoever nature and howsoever arising) to us, you may only withdraw the monies in the Islamic Fixed Deposit Account or the credit balances from any account you have with us, with our consent.

21. Terms and Conditions Governing UOB Phone Banking Service

In addition to this Terms and Conditions, if you request for our services through UOB Phone Banking Service, the UOB Phone Banking Service Terms and Conditions will apply in addition to and not in substitution for this Terms and Conditions. You can view the UOB Phone Banking Service Terms and Conditions at www.uob.com.my.

22. Terms and Conditions Governing UOB Business Internet Banking Services

In addition to this Terms and Conditions, if you request for our services through UOB Business Internet Banking, the Terms and Conditions Governing UOB Internet Banking (Business) Service Terms and Conditions is applicable, will apply in addition to and not in substitution for any of this Terms and Conditions. You can view the Terms and Conditions Governing the UOB Internet Banking (Business) Service Terms and Conditions at www.uob.com.my.

23. No Set-Off or Counterclaim by Accountholder

Until all monies owing are paid or discharged in full, you shall not be entitled, by paying off any sum recoverable by us or by any means or on any other ground, claim any set-off or counterclaim against us in respect of any of our liability to you. You agree that nothing in the arrangements between us shall be treated as constituting an implied agreement restricting or negating any lien, charge pledge, right or set-off or other right which we have existing or implied by law.

24. Costs and Expenses

- 24.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with the Islamic Fixed Deposit Account, the enforcement or attempted preservation or enforcement of our rights under this Terms and Conditions and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable by you on demand on a full indemnity basis.
- 24.2 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit, and we have the right to place and keep any payment we receive from you to the credit of a suspense account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you under the Islamic Fixed Deposit Account.

25. Avoidance of Payments

Any assurance, security or payment which may be invalidated or set aside under any law relating to winding up or insolvency and any release, settlement or discharge given or made by us on the faith of any such assurance, security or payment shall not prejudice nor affect our rights to recover from you the monies hereby secured to the full extent under this Terms and Conditions as if such assurance, security or payment had not been received and as if such release, settlement or discharge had not been given. Any such release, settlement or discharge shall be deemed to be made subject to the condition that it will be void if any payment or security which we may previously have received or hereafter receive from any person in respect of the monies you have agreed to pay is set aside under any Applicable Law or proves to have been for any reason invalid.

26. Amendments

- 26.1 We can at any time, vary, add to, delete or amend this Terms and Conditions by giving you twenty one (21) days' prior notice, either through your Statement of Account or by posting on our official website at www.uob.com.my or at our Branch, or in any manner that may be determined by us from time to time .
- 26.2 If you do not accept the amendments, you must within seven (7) days from the date of notification come to our nearest branches to either transfer the money to our other products or close the Islamic Fixed Deposit Account, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you.
- 26.3 We can at any time, amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Islamic Fixed Deposit Account by providing prior notice to you.

27. Disclosure of Information

- 27.1 You consent, authorise and agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or the Islamic Fixed Deposit Account) can disclose at any time any information relating to you, your accounts with us or the Islamic Fixed Deposit Account to the following:-
- (a) any one or more members of the Group for any of the following purposes:-
 - (i) providing you with banking services;
 - (ii) reporting;
 - (iii) data matching;
 - (iv) improving and furthering the provision of other services by us;
 - (v) fraud or crime prevention;
 - (vi) investigating, preventing or otherwise in relation to money laundering or any other criminal activities;
 - (vii) debt collection;
 - (viii) outsourcing operations;
 - (ix) performance of duties as an officer of ours or in connection with the conduct of audit or the performance of risk management;
 - (x) facilitating our performance or any member of the Group's functions;
 - (xi) compliance with the Group's policies, guidelines, directives or requirements;
 - (xii) corporate exercise; or
 - (xiii) any legal process initiated by or served on us.
 - (b) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the services including, but not limited to, investigating discrepancies, errors or claims;
 - (c) any person, whether in Malaysia or elsewhere, engaged by us in connection with the performance of services or operational functions which have been out-sourced;

- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) our auditors, solicitors, and professional advisors;
- (g) our stationery printers, vendors of the computer systems we use, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage;
- (h) any receiver appointed by us or by any other party;
- (i) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, takaful operator/insurer or takaful/insurance broker or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of our obligations under the financing agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) or any of them;
- (l) for transactions effected or processed with or without your authority in or through the ATM of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to us, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (n) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (o) any person connected to the enforcement or preservation of any of our rights under this Terms and Conditions;
- (p) the Central Credit Bureau or any other authority or body established by BNM or any other authority having jurisdiction over us;
- (q) any of the Authorised Signatory or your directors; or
- (r) any other country, its central bank or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

28. Searches

28.1 We may but are not obliged to conduct bankruptcy searches or credit related searches from any credit reference agencies, database or system on any person before and at any time after the opening of the Islamic Fixed Deposit Account.

28.2 You consent to us carrying out such searches on you to the extent permitted by the law.

29. Compliance with Court Orders

We and the Group can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction. You agree that you will not hold us liable for any loss or damage in connection with our actions.

30. Data Protection

30.1 If you are a sole proprietorship, partnerships or other business entity, a corporation or other organisations, you hereby confirm that you have explained or will explain to your Third Party Data Subjects that their Personal Data will be provided to, and processed by us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data.

- 30.2 You agree and consent that we may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 30.3 In the event you provide Personal Data relating to any Third Party Data Subject to us, for the purpose of opening or operating the Islamic Fixed Deposit Account with us or otherwise subscribing to our products and services, you:
- (a) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice issued by us (which is available at our branches as well as at our website www.uob.com.my);
 - (b) confirm and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data or are otherwise entitled to provide this data to us and for us to use it in accordance with this Terms and Conditions and/or in instances where we are required to evidence the same;
 - (c) have informed the said Third Party Data Subject:-
 - (i) that we may collect or verify their Personal Data with third party sources;
 - (ii) that we may disclose their Personal Data to classes of third parties described in our Privacy Notice;
 - (d) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
 - (e) agree to update us in writing in the event of any material change to the said Personal Data; and
 - (f) agree to our right to terminate this Terms and Conditions and close the Islamic Fixed Deposit Account should such consent be withdrawn by the said Third Party Data Subject.
- 30.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction, such as any Third Party Data Subject) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others (including any Third Party Data Subject) involved in the said cross-border transaction.
- 30.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Group (whether in or outside Malaysia), you agree that we and the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or account) to our merchants and strategic partners where your express prior consent has been obtained.
- 30.6 You may choose not to receive or to cease receiving any direct marketing materials from us by completing the online form available at <https://forms.uob.com.my/eservices/business/tb-edm-unsubscribe/index.html> (or such other address notified by us from time to time) with your request and we will abide by your latest written instructions to us.
- 30.7 You acknowledge that certain communications such as Statement of Account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your Islamic Fixed Deposit Account and/or without imposing additional costs to you.

- 30.8 You and the Third Party Data Subject are entitled to request in writing:
- (a) for any information in relation to the Personal Data that we hold or store;
 - (b) for any information held or stored by us to be updated, amended and/or corrected;
 - (c) for us to limit the processing of the Personal Data held or stored by us; and
 - (d) to make an enquiry or complaint in respect of our processing of the Personal Data.

For requests under (a) or (b), you and/or the Third Party Data Subject may make a request to us through our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at our website at www.uob.com.my.

You and/or the Third Party Data Subject may direct all requests to any of our branches or 'Customer Communications Management, P.O. Box 11212, 50738 Kuala Lumpur'.

We may charge a fee for processing any request for access. We may also refuse to comply with any request in respect of (a) or (b) above if the information supplied by you and/or the Third Party Data Subject is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform you and the Third Party Data Subject of our refusal and reason for our refusal.

- 30.9 You are responsible for ensuring that the information you provide us is accurate, complete and not misleading and that such information is kept up-to-date.
- 30.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where the Third Party Data Subject subsequently withdraw the consent to process the Personal Data), we may not be able to effectively process Personal Data in relation to any of the purposes set out in the Privacy Notice, if at all, and we will have the right to not provide or discontinue the provision of any product, service, Islamic Fixed Deposit Account and/or facilities that is linked to such Personal Data.
- 30.11 We reserve the right to amend this Clause 30 from time to time and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
- 30.12 This Clause 30 shall be without prejudice to any other clause in this Terms and Conditions which provides for the disclosure of data.

31. Compliance with FATCA

- 31.1 You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable us or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.
- 31.2 You shall notify us in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.
- 31.3 You represent and warrant that you have provided to us all documentation or other information as may be required by us for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from us in writing or otherwise.

- 31.4 You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements and requests by us may result in us having to deem you recalcitrant and/or reportable and take all necessary action against you in order for us to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.
- 31.5 For customers who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, you consent to the collection, storage, and disclosure by us or any member of the Group of any Confidential Information (as referred below) to persons from whom we or any member of the Group receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes your personal data, your bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described in this Clause 31, and that you will secure such consents and waivers in advance of providing similar information to us in the future.
- 31.6 You agree and acknowledge that we are entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount. You hereby authorise us or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.
- 31.7 We or any member of the Group, may take whatever action we consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
- 31.8 To the fullest extent as may be permitted by law and unless it is due to our wilful misconduct or gross negligence, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities.
- 31.9 This Clause 31 will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of this Terms and Conditions. This Clause 31 shall be without prejudice to any other clause in this Terms and Conditions which provides for the request for information or disclosure of data.

32. Notices and Communication

- 32.1 We can deliver any Statement of Account, notice or communication to you in any of the following manner by:-
- (a) electronic mail to your last known e-mail address in our records;
 - (b) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our records;
 - (c) displaying the notice at the Branch;
 - (d) posting the notice or communication on our official website at www.uob.com.my;
 - (e) way of advertisement or general notice in a daily newspaper;
 - (f) radio or television broadcast or any other form of media communication;
 - (g) facsimile to your last known facsimile number in our records.
 - (h) short message system (SMS) to the mobile phone number last known to us
- 32.2 The notice or communication will be deemed to have been received by you on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made, the day SMS was sent.
- 32.3 Changes in contact details:-
- (a) You agree to notify us immediately:-
 - (i) on any changes of your correspondence/mailing or residential address and your contact information;
 - (ii) if you are an exporter, on any changes in the volume of your export proceeds; and/or
 - (iii) if there is any change which may render the operation of the Islamic Fixed Deposit Account to be in breach of the FX Regulations, (collectively, "Information").
 - (b) If you do not inform us of any change in your Information, you agree that we may, rely on:-
 - (i) any address and/or contact information stated in the application form or as reflected in our records; or
 - (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
 - (c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice our rights and entitlements under this Terms and Conditions.

33. Service of Legal Process

- 33.1 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on our behalf can be effected on you:
- (a) by leaving a copy at the address as stated in the application form pertaining to the Fixed Deposit Account or in any communication purportedly issued by you to us or last known to us or your last known place of business or registered or principal office address and it shall be deemed to have been duly received by you on the day it was left at the address; or
 - (b) by sending a copy via prepaid registered or ordinary post to the address as stated in the application form pertaining to the Fixed Deposit Account or in any communication purportedly issued by you to us or last known to us or your last known place of business or registered or principal office address and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted.

34. Circumstances Beyond Our Control

- 34.1 If we are unable to perform any of our obligations under this Terms and Conditions, or carry out any operations or provide any service due to any reason beyond our control, including:-
- (a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;
 - (b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
 - (c) any circumstance in the nature of a force majeure (an unforeseeable event) that prevents us from performing our obligations under this Terms and Conditions,
- we will not be in any way liable for any failure to perform or for any inconvenience, loss, injury or damage which you may directly or indirectly suffer as a result of such failure to perform.

35. Indemnity

- 35.1 In addition and without prejudice to any other right or remedy (at law or otherwise), to the fullest extent permitted by law and unless it is due to our wilful misconduct or gross negligence, you will indemnify us for all losses, costs, charges and expenses whatsoever, including legal fees and costs (on a full indemnity basis), and you will on demand indemnify us and hold us harmless from and against all losses, costs, charges and expenses whatsoever, including legal costs on full indemnity basis and all goods and services, value added and other duties, levies and taxes payable on such costs, charges and expenses, which we may sustain, suffer or incur due to:-
- (a) acting or carrying out any Instructions inclusive of the appointment of agent pursuant to Clause 3.2 purportedly given to us pursuant to this Terms and Conditions whether or not such Instructions are unauthorised, inaccurate or incomplete;
 - (b) any failure by you to comply with any of this Terms and Conditions;
 - (c) us acting in accordance with your Instructions or in any manner permitted under this Terms and Conditions;
 - (d) any change in any Applicable Laws including but not limited to any taxation laws or regulations of any country having jurisdiction over us;
 - (e) any act or thing done or caused to be done by us in connection with or referable to the Islamic Fixed Deposit Account or this Terms and Conditions;
 - (f) us relying and acting upon any Instructions from you in good faith even if it is subsequently shown that the Instructions were not given, written or authorized by you;
 - (g) preservation or enforcement of our rights under these Terms and Conditions;
 - (h) any action taken by any party against you or any Fixed Deposit Account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Fixed Deposit Account;
 - (i) any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Fixed Deposit Account; and/or
 - (j) the occurrence of any Event of Default.

- 35.2 Our certification of the amount of the said loss or expenses will be conclusive and binding upon you save for any manifest error.

36. No Waiver

- 36.1 You agree that if you breach any of this Terms and Conditions, we may decide not to exercise any right or remedy which we may have in relation to your breach.
- 36.2 You agree that, even if we may not have exercised any right or remedy available to us immediately upon your breach, we shall not be held to have waived or acquiesced to such breach and we may at any time after that exercise all or any of our rights or remedies available to us under this Terms and Conditions and any Applicable Law. Any delay on our part in taking

steps to enforce the remedies available to us under this Terms and Conditions or any Applicable Law shall not in any way affect our right to take those steps and we retain the right at any time afterwards to strictly enforce or to insist on our rights in relation to that breach or any subsequent breach by you.

37. Severability

If any part of these Terms and Conditions is determined to be illegal, invalid and unenforceable pursuant to any applicable law, then the illegal, invalid or unenforceable provision will be deemed severed and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired and will continue to be in full force and effect.

38. Cumulative Remedies

The rights, remedies, powers, and privileges provided under this Terms and Conditions are cumulative and are not exclusive of any rights, remedies, and privileges provided by law, in any other agreement between the parties or otherwise.

39. Preservation of Right and Entitlement

You agree that, regardless of what is stated anywhere else in this Terms and Conditions, our rights as stated in this Terms and Conditions will continue to remain in full force and effect, and will survive any closure, cancellation, revocation or suspension of the Islamic Fixed Deposit Account.

40. Change in Constitution

The rights, liabilities and/or obligations created by this Terms and Conditions will continue to be valid and binding for all purposes, regardless of any transfer or assignment of our business, operations, assets, or liabilities, or any change by amalgamation, consolidation, reconstruction, or otherwise in our constitution, or of any company by which our business is carried on, and will be available to the company carrying on that business.

41. Assignability

41.1 These Terms and Conditions are binding and ensure to our benefit and your respective successors in title and permitted assigns. These Terms and Conditions shall continue to be binding on you regardless of:-

- (a) any change in our name or constitution; or
- (b) our consolidation or amalgamation into or with any other entity, and in such event such entity shall thereupon substitute us in relation to these Terms and Conditions and these Terms and Conditions shall continue in force as between you and such entity.

41.2 You may not assign any of your rights under this Terms and Conditions and under the Islamic Fixed Deposit Account without our prior written consent.

41.3 We may assign any or all of our rights under this Terms and Conditions and under the Islamic Fixed Deposit Account to any person we deem fit.

42. Governing Law

42.1 This Terms and Conditions will be governed by and construed in accordance with Malaysian law, and you irrevocably:-

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia; and
- (b) waive any objection on the ground of suitability of venue, jurisdiction, or any similar ground.

- 42.2 Both you and the Bank irrevocably agree and acknowledge that the underlying structure pertaining to the Fixed Deposit and the Commodity *Murabahah* Transaction is Shariah compliant. Accordingly, each party agrees that it shall not raise any dispute in relation to the Shariah compliancy of this Terms and Conditions and the Commodity Murabahah Transaction.
- 42.3 Subject to the Clause 42.2 above, both you and the Bank agree and acknowledge that if any question arises concerning a Shariah matter in any proceedings before any court or arbitrator in relation to this Terms and Conditions and the Commodity *Murabahah* Transaction, such question shall be referred to the Shariah Advisory Council established under the Central Bank of Malaysia Act 2009 for its ruling, whose decision shall be final and binding upon the parties.
- 42.4 It is agreed and acknowledged that this Terms and Conditions and each Commodity *Murabahah* 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 OTC (over-the-counter) contract.

43. Successors Bound

These Terms and Conditions shall be binding upon your personal representative, your successors-in-title and our successors-in-title and assigns.

44. Perbadanan Insurans Deposit Malaysia (PIDM)

The deposit maintained by you in this Islamic Fixed Deposit Account are protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor, subject to the terms and conditions of PIDM, and a copy of the PIDM brochure has been provided to you. UOB is a member of PIDM.