



CIMB Bank Berhad (197201001799)

**IMPORTANT NOTICE DATED 6 JANUARY 2025**  
**AMENDMENTS TO THE FOREIGN CURRENCY CURRENT ACCOUNT AND FOREIGN CURRENCY FIXED DEPOSIT ACCOUNT TERMS AND CONDITIONS**

Dear Valued Customers,

We hereby give twenty-one (21) calendar days’ notice that the Foreign Currency Current Account and Foreign Currency Fixed Deposit Accounts Terms and Conditions will be amended and shall take effect on 31 January 2025.

For ease of reference, a tabulation of the amendments and/ or new clauses of the Terms and Conditions are set out in *italics* as applicable in the Table 1 and Table 2 below.

**Table 1: FOREIGN CURRENCY CURRENT ACCOUNT TERMS AND CONDITIONS**

Existing Clauses	Amended / New Clauses
<p><b>1 General</b></p> <p>1.1 An application to open a Foreign Currency Account must be made using the Bank’s standard forms or other permitted channels. The opening of a Foreign Currency Account shall be administered by the Bank as per the provisions of the Notices on Foreign Exchange Administration Rules and directions issued by Bank Negara Malaysia.</p> <p>1.2 There are 2 types of Foreign Currency Account (“FCA”) that can be opened. One is the Foreign Currency Current Account (“FCCA”) which is non-interest bearing and the other the Foreign Currency Fixed Deposit Account (“FCFD”) which is interest bearing. Reference to FCA refers to both the FCCA and FCFD.</p>	<p><i>Clause 1.1 and 1.2 has been merged and amended as follow:</i></p> <p><b>1 GENERAL</b></p> <p>1.1 <i>An application to open a Foreign Currency Current Account (“FCCA”), which is non-interest bearing, must be made using the Bank’s standard forms or other permitted channels. The opening of a FCCA shall be administered by the Bank as per the provisions of the Foreign Exchange Policy Notices and directions issued by Bank Negara Malaysia.</i></p>
<p>1.3 To qualify to open the FCA, the applicant must also open and maintain a Ringgit Malaysia (RM) Current or Savings Account with the Bank from which charges imposed by the Bank can be debited and to which receivables in Ringgit Malaysia can be credited.</p> <p>1.4 The applicant must comply with all the Bank’s requirements to open the FCA. The specimen signature of the authorised signatory(s) must also be provided to the Bank.</p> <p>1.5 The Bank may decide on the minimum sum that needs to be deposited in order to open the FCA. The Bank may however change this at any time.</p> <p>1.6 As and when requested by the Bank, the account holder must provide the Bank with all relevant</p>	<p><i>The numbering for existing Clause 1.3 - 1.9 have been changed to Clause 1.2 to 1.8 and “FCA” has been replaced with “FCCA”.</i></p> <p>1.2 To qualify to open the FCCA, the applicant must also open and maintain a Ringgit Malaysia (RM) Current or Savings Account with the Bank from which charges imposed by the Bank can be debited and to which receivables in Ringgit Malaysia can be credited.</p> <p>1.3 The applicant must comply with all the Bank’s requirements to open the FCCA. The specimen signature of the authorised signatory(s) must also be provided to the Bank.</p> <p>1.4 The Bank may decide on the minimum sum that needs to be deposited in order to open the FCCA. The Bank may however change this at any time.</p>

<p>information/financial statements required to comply with regulatory reporting obligations or for any other reasonable purposes as notified to the account holder from time to time.</p> <p>1.7 The Bank may refuse to accept an application for the opening of a FCA.</p> <p>1.8 FCA may be opened in foreign currencies specified by the Bank at the Bank's branches and on its website.</p> <p>1.9 The account holder must make sure that monies paid to or received from other foreign currency accounts within the Bank or other Banks and any conversion of Ringgit for placements comply with prevailing provisions of the Notices on Foreign Exchange Administration Rules and directions issued by Bank Negara Malaysia.</p>	<p>1.5 As and when requested by the Bank, the account holder must provide the Bank with all relevant information/financial statements required to comply with regulatory reporting obligations or for any other reasonable purposes as notified to the account holder from time to time.</p> <p>1.6 The Bank may refuse to accept an application for the opening of a FCCA.</p> <p>1.7 FCCA may be opened in foreign currencies specified by the Bank at the Bank's branches and on its website.</p> <p>1.8 The account holder must make sure that monies paid to or received from other foreign currency accounts within the Bank or other Banks and any conversion of Ringgit for placements comply with prevailing provisions of the Foreign Exchange Policy Notices and directions issued by Bank Negara Malaysia.</p>
	<p><i>New clause has been introduced.</i></p> <p><i>1.9 The account holder authorises the Bank to honour all cheques, drafts, orders to pay, bills of exchange and promissory notes issued by or on behalf of the account holder whether the FCCA is in credit or debit or may be overdrawn in consequence or such instrument being honoured but the Bank may refuse to allow the overdraft or increase any available overdraft beyond any specified limit.</i></p>
<p>1.11 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 FCA ('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.</p>	<p><i>"FCA" has been replaced with "FCCA"</i></p> <p>1.11 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 FCCA ('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.</p>
<p><b>2 PLACEMENT OF DEPOSITS (This clause shall apply to FCFD only)</b></p> <p>2.2 The acknowledgement slips issued for placements and/or renewals for statement-based FCFDs only serve as evidence of placement and/or renewals and are not documents of title.</p> <p>2.3 Subject to clause 2.4 below, interest calculation on the FCFD will commence on the date of placement or renewal up to but excluding the business day on which withdrawal/ upliftment/ close of the FCFD is made.</p> <p>2.4 For 1-day tenor FCFD, no interest will be paid if the funds are withdrawn on the same day of the first placement of funds.</p>	<p><i>Existing Clause 2.2 – 2.5 regards to FCFD has been replaced with new clause 2.2 and 2.3 below.</i></p> <p><b>2 DEPOSITS</b></p> <p><i>2.2 To deposit funds into the FCCA, the customer must deposit funds into the customer's Ringgit Malaysia (RM) Current or Savings Account and thereafter request the Bank to convert such funds into the customer's preferred currency to be credited into the FCCA.</i></p> <p><i>2.3 Account holder must complete the Bank's deposit slips in order to deposit monies into their account and obtain the counterfoil duly validated by the Bank to acknowledge receipt of the deposit. Counterfoils are only valid as acknowledgement of receipt if they bear such endorsement / validation.</i></p>

<p>2.5 If the maturity date of a FCFD, falls on a non-business day, the account holder understands and agrees that the maturity date will be extended and will fall on the next Business Day. "Business day" shall mean a day on which financial institutions are open for business.</p>	
<p><b>3 WITHDRAWAL</b></p> <p>3.1 Withdrawals from the FCA (including any partial upliftment) is subject to the Bank's prevailing requirements and practices and subject to proof of identity required by the Bank.</p> <p>3.4 A withdrawal from the FCA can only be made if there are sufficient funds in the account.</p>	<p><b>3 WITHDRAWAL</b></p> <p><i>"FCA" has been replaced with "FCCA"</i></p> <p>3.1 Withdrawals from the FCCA is subject to the Bank's prevailing requirements and practices and subject to proof of identity required by the Bank.</p> <p>3.4 A withdrawal from the FCCA can only be made if there are sufficient funds in the account.</p>
<p>3.5 No interest will be paid on any premature withdrawal of funds from the FCFD. Partial withdrawal of funds from a FCFD before maturity is deemed to be premature withdrawal.</p> <p>3.6 All withdrawals from the FCFD (including any partial upliftment) can be transferred to a FCA of the same currency or converted into a different currency (including Ringgit Malaysia and credited to a current account or savings account with the Bank). Withdrawals can also be used to purchase remittance drafts and telegraphic transfers subject to the Bank's prevailing charges.</p>	<p><i>The existing clause 3.5 has been removed and existing clause 3.6 has been amended. The numbering for existing clause 3.6 has changed to Clause 3.5.</i></p> <p>3.5 Withdrawals from the FCCA can be made in the same currency or converted into a different currency (including Ringgit Malaysia and credited to a current account or savings account with the Bank). Withdrawals can also be used to purchase remittance drafts and telegraphic transfers subject to the Bank's prevailing charges. Conversion to another currency shall be subject to conversion to RM using the currency prevailing buying rate of the Bank against RM before converting to the desired currency by applying the Bank's prevailing selling rate for the desired currency.</p>
<p><b>4 INTEREST RATE / INTEREST PAYMENT / WITHHOLDING TAX (This clause shall apply to FCFD only)</b></p> <p>4.1 Interest at such rates as the Bank may specify shall be paid on the FCFD Account in accordance with the prevailing practice of the Bank. Notification of the interest rates and any changes to the deposit rates by the Bank will be prominently displayed at the website and made available at Bank's Banking Halls.</p> <p>4.2 Interest for Pound Sterling and Singapore Dollars will be computed on a 365 days/year basis or 366 days basis for leap years, while for other currencies, it is on a 360 days/year basis.</p> <p>4.3 Withholding tax at the prescribed rate, if applicable, will be deducted from all interest payments.</p>	<p><i>The existing Clause 4 on INTEREST RATE / INTEREST PAYMENT / WITHHOLDING TAX (This clause shall apply to FCFD only) has been removed and replaced with new clause:</i></p> <p><b>4 RISKS</b></p> <p>4.1 <i>The account holder acknowledges that there are risks involved in foreign currency transactions including but not limited to risks due to the fluctuation of exchange rates, valuation and devaluation of currencies, taxes, involuntary transfers or changes in governmental policies or any other reasons beyond the control of the Bank.</i></p> <p>4.2 <i>The account holder agrees that the Bank shall be entitled to effect any conversion or reconversion of any currencies as required by law and/or under these Terms and Conditions for any payment, deduction, withholding or any other taxes or levies and the Bank shall not be liable to the account holder or any other parties for any loss suffered or incurred by the account holder or other parties for any such conversion or reconversion.</i></p>
<p><b>5 BANKING CHARGES</b></p> <p>5.1 A handling fee shall be imposed for every payment in and out of the FCA (excluding transfers/ placements into FCFD accounts).</p>	<p><i>"FCA" has been replaced with "FCCA"</i></p> <p><b>5 BANKING CHARGES</b></p>

<p>5.2 The Bank will impose a service charge on the FCA in June and December each year.</p> <p>5.3 The Bank may recover all expenses incurred in operating the FCA for the account holder (including telex /SWIFT charges) either in foreign currency or Ringgit Malaysia by debiting the respective accounts maintained by the account holder.</p> <p>5.4 Unless specifically requested by the account holder, all foreign currency charges incurred will be debited from the account holder's Ringgit Malaysia account converted at the FCA's prevailing rates. The Bank may also recover all outstanding charges from the account holder's other Ringgit deposit accounts held with the Bank.</p>	<p>5.1 A handling fee shall be imposed for every payment in and out of the FCCA (excluding transfers/ placements into Foreign Currency Fixed Deposit accounts).</p> <p>5.2 The Bank will impose a service charge on the FCCA in June and December each year.</p> <p>5.3 The Bank may recover all expenses incurred in operating the FCCA for the account holder (including telex /SWIFT charges) either in foreign currency or Ringgit Malaysia by debiting the respective accounts maintained by the account holder.</p> <p>5.4 Unless specifically requested by the account holder, all foreign currency charges incurred will be debited from the account holder's Ringgit Malaysia account converted at the FCCA's prevailing rates. The Bank may also recover all outstanding charges from the account holder's other Ringgit deposit accounts held with the Bank.</p>
<p><b>6 FREEZING OF FCA</b></p> <p>6.1 The Bank is allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the FCA including any of these types of transactions:- (a) payment of any instruments or payment of any monies under or out of the FCA; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FCA ("<b>Freezing of the FCA</b> ") if any of these events happens:-</p> <p>(a) the Bank is notified that the account holder has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/ or a creditor's petition for bankruptcy as the case may be has been filed or presented against the account holder ("<b>the account holder's insolvency matters</b>");</p> <p>(b) in relation to the FCA which is maintained by a partnership or a company or an association or a statutory body or as a joint account, if the Bank receives any conflicting claims or instructions relating to the mandate of operation of the FCA and/or payment of any cheques or any other instrument or payment of any monies out of the FCA from any partners or directors or office bearers or executive committee members or joint account holder or from any persons alleging to be partners or directors or office bearers or executive committee members of the partnership or the company or the association or the statutory body as the case may be which maintains the FCA ("<b>the account holder's internal dispute</b>");</p> <p>(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 ("<b>the relevant authorities</b>") to refrain from performing any transaction under the FCA as abovementioned regardless of whether the relevant authorities have</p>	<p><i>"FCA" has been replaced with "FCCA"</i></p> <p><b>6 FREEZING OF FCCA</b></p> <p>6.1 The Bank is allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the FCCA including any of these types of transactions:- (a) payment of any instruments or payment of any monies under or out of the FCCA; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FCCA ("<b>Freezing of the FCCA</b>") if any of these events happens:-</p> <p>(a) the Bank is notified that the account holder has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/ or a creditor's petition for bankruptcy as the case may be has been filed or presented against the account holder ("<b>the account holder's insolvency matters</b>");</p> <p>(b) in relation to the FCCA which is maintained by a partnership or a company or an association or a statutory body or as a joint account, if the Bank receives any conflicting claims or instructions relating to the mandate of operation of the FCCA and/or payment of any cheques or any other instrument or payment of any monies out of the FCCA from any partners or directors or office bearers or executive committee members or joint account holder or from any persons alleging to be partners or directors or office bearers or executive committee members of the partnership or the company or the association or the statutory body as the case may be which maintains the FCCA ("<b>the account holder's internal dispute</b>");</p> <p>(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 ("<b>the</b></p>

the legal or valid authority to so request the Bank (“**directives of the relevant authorities**”);

- (d) if the Bank becomes suspicious of any fraudulent activities concerning the FCA, or if any police report is lodged in respect of the FCA, 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 FCA, misuse or suspicion of any misuse of the FCA or any fraudulent transaction(s) in respect of the FCA;
- (e) if the Bank becomes aware of complaints having been made by third parties to the relevant authorities that the FCA 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 who is an individual; and
- (j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

6.2 The Freezing of the FCA 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 petition for winding up 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 FCA;
- (b) In respect of the account holder’s internal dispute, the same has been settled between all parties concerned and a statement in writing to that effect signed by all parties concerned has been served on the Bank requesting for the unconditional lifting of the Freezing of the FCA or if the Bank is ordered by the court to lift the Freezing of the FCA;

**relevant authorities**”) to refrain from performing any transaction under the FCCA as abovementioned regardless of whether the relevant authorities have the legal or valid authority to so request the Bank (“**directives of the relevant authorities**”);

- (d) if the Bank becomes suspicious of any fraudulent activities concerning the FCCA, or if any police report is lodged in respect of the FCCA, 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 FCCA, misuse or suspicion of any misuse of the FCCA or any fraudulent transaction(s) in respect of the FCCA;
- (e) if the Bank becomes aware of complaints having been made by third parties to the relevant authorities that the FCCA 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 who is an individual; and
- (j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

6.2 The Freezing of the FCCA 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 petition for winding up 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 FCCA;
- (b) In respect of the account holder’s internal dispute, the same has been settled between all parties concerned and a statement in writing to that effect signed by all parties concerned has been served on the Bank

<p>(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 FCA or if the Bank is ordered by the court to lift the Freezing of the FCA; and</p> <p>(d) In respect of the investigation by the Bank or the relevant authorities as specified in Clauses 6.1(d), 6.1(e), 6.1(g) and 6.1(h), the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that that the FCA no longer has any bearing on any ongoing investigations or the investigation has been discontinued; and</p> <p>(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.</p>	<p>requesting for the unconditional lifting of the Freezing of the FCCA or if the Bank is ordered by the court to lift the Freezing of the FCCA;</p> <p>(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 FCCA or if the Bank is ordered by the court to lift the Freezing of the FCCA; and</p> <p>(d) In respect of the investigation by the Bank or the relevant authorities as specified in Clauses 6.1(d), 6.1(e), 6.1(g) and 6.1(h), the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that that the FCCA no longer has any bearing on any ongoing investigations or the investigation has been discontinued; and</p> <p>(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.</p>
<p>6.3 In taking any action to freeze the FCA 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 breach of contract 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 FCA.</p> <p>6.4 If the Bank is sued or made a party to any suit arising out of the Bank's action in freezing the FCA or if the Bank before or after freezing the FCA 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.</p>	<p><i>"FCA" has been replaced with "FCCA"</i></p> <p>6.3 In taking any action to freeze the FCCA 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 breach of contract 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 FCCA.</p> <p>6.4 If the Bank is sued or made a party to any suit arising out of the Bank's action in freezing the FCCA or if the Bank before or after freezing the FCCA 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.</p>
<p><b>7. CLOSURE OF FCA</b></p> <p>7.1 The FCA 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.</p> <p>7.2 The Bank may close the account if the operations of the FCA does not meet the business requirements of the Bank by giving adequate notice to the account holder or if</p>	<p><i>"FCA" has been replaced with "FCCA"</i></p> <p><b>7 CLOSURE OF FCCA</b></p> <p>7.1 The FCCA 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.</p>

<p>maintaining the account breaches any laws.</p> <p>7.3 The Bank may, with or without any prior notice, immediately suspend or close the FCA if it falls under any of the following categories: -</p> <ul style="list-style-type: none"> <li>(a) 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.</li> <li>(b) 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.</li> <li>(c) 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 any other local or international authorities.</li> <li>(d) 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.</li> </ul> <p>7.4 The Bank may also suspend or close the FCA at any time to comply with any laws, court orders, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.</p> <p>7.5 The Bank also reserves the right to close any FCA at the discretion of the Bank by giving adequate notice to the account holder.</p> <p>7.6 Pending closure of the FCA, the Bank may refuse to accept any deposits(s), limit the amount that may be deposited and withhold, earmark and/or suspend payment of any monies from the credit balance of the FCA and/or refuse to allow or carry out any transaction including withdrawals of money in respect of a FCA (including transfers and telegraphic transfers of moneys from or to the account holder's FCA).</p> <p>7.7 In exercising the right to freeze and/or close the FCA, the Bank may not be at liberty to disclose the reason and shall have no obligation to do so, unless disclosure is required by law.</p> <p>7.8 The account holder shall comply with all the Bank's prevailing requirements for the closure of the FCA and shall pay the applicable service charges.</p> <p>7.9 When the account holder has a zero balance in the FCCA, the FCCA is deemed closed and where the account holder uplifts</p>	<p>7.2 The Bank may close the account if the operations of the FCCA does not meet the business requirements of the Bank by giving adequate notice to the account holder or if maintaining the account breaches any laws.</p> <p>7.3 The Bank may, with or without any prior notice, immediately suspend or close the FCCA if it falls under any of the following categories: -</p> <ul style="list-style-type: none"> <li>(a) 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.</li> <li>(b) 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.</li> <li>(c) 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 any other local or international authorities.</li> <li>(d) 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.</li> </ul> <p>7.4 The Bank may also suspend or close the FCCA at any time to comply with any laws, court orders, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.</p> <p>7.5 The Bank also reserves the right to close any FCCA at the discretion of the Bank by giving adequate notice to the account holder.</p> <p>7.6 Pending closure of the FCCA, the Bank may refuse to accept any deposits(s), limit the amount that may be deposited and withhold, earmark and/or suspend payment of any monies from the credit balance of the FCCA and/or refuse to allow or carry out any transaction including withdrawals of money in respect of a FCCA (including transfers and telegraphic transfers of moneys from or to the account holder's FCCA).</p> <p>7.7 In exercising the right to suspend and/or close the FCCA, the Bank may not be at liberty to disclose the reason and shall have no obligation to do so, unless disclosure is required by law.</p> <p>7.8 The account holder shall comply with all the Bank's prevailing requirements for the closure of the FCCA and shall pay the applicable service charges.</p>
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<p>the entire fixed deposit in the FCFD, the FCFD is deemed closed.</p>	<p>7.9 When the account holder has a zero balance in the <i>FCCA</i>, the <i>FCCA</i> is deemed closed.</p>
<p><b>8 DORMANT ACCOUNT / UNCLAIMED MONIES</b></p> <p>8.1 The account holder must give instructions for the renewal/rollover at the time of placement of the FCFD or at any time before maturity. Subject to Clause 8.5, if no instructions are given, the FCFD will be automatically renewed on the date or each date of maturity.</p> <p>8.2 <i>FCCA</i> with no credit and/or debit transactions for 1 year or more will be classified as dormant accounts. Transactions conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by account holder to the Bank shall not be taken into account as a transaction.</p> <p>8.3 For <i>FCCA</i> 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 interest 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 8.4 below.</p> <p>8.4 To activate a dormant <i>FCCA</i>, the account holder or the authorised signatory(s) must carry out the following at any of the Bank’s branches:</p> <ol style="list-style-type: none"> <li>i. an over the counter debit cash cheque transaction, subject to verification of the identity of the account holder or the authorised signatory(s); or</li> <li>ii. a cash deposit, subject to verification of the identity of the account holder or the authorised signatory(s) electronically.</li> </ol> <p>8.5 Under the Unclaimed Moneys Act, 1965, monies classified as ‘unclaimed moneys’ i.e. balances in accounts not operated for 7 years or more by the account holder, shall be transferred to the Registrar of Unclaimed Moneys (“<b>the RUM</b>”). At least twenty-one (21) calendar days before the Bank transfers the <i>FCA</i> monies to the RUM, the Bank will at its own cost notify the account holder of the impending transfer of monies maintained under the <i>FCA</i>. The account holder will be given the chance to renew the FCFD and/or to reactivate the <i>FCCA</i>, as the case may be, or to close the <i>FCA</i> to avoid the transfer of the monies to the RUM.</p> <p>8.6 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 <i>FCA</i>.</p>	<p><i>Clause 8.1 has been removed and the numbering for existing Clause 8.2 to 8.6 have been changed to Clause 8.1 to 8.5. “FCA” has been replaced with “FCCA”.</i></p> <p><b>8 DORMANT ACCOUNT / UNCLAIMED MONIES</b></p> <p>8.1 <i>FCCA</i> with no credit and/or debit transactions for 1 year or more will be classified as dormant accounts. Transactions conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by account holder to the Bank shall not be taken into account as a transaction.</p> <p>8.2 For <i>FCCA</i> 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 interest 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 8.3 below.</p> <p>8.3 To activate a dormant <i>FCCA</i>, the account holder or the authorised signatory(s) must carry out the following at any of the Bank’s branches:</p> <ol style="list-style-type: none"> <li>i. an over the counter debit cash cheque transaction, subject to verification of the identity of the account holder or the authorised signatory(s); or</li> <li>ii. a cash deposit, subject to verification of the identity of the account holder or the authorised signatory(s) electronically.</li> </ol> <p>8.4 Under the Unclaimed Moneys Act, 1965, monies classified as ‘unclaimed moneys’ i.e. balances in accounts not operated for 7 years or more by the account holder, shall be transferred to the Registrar of Unclaimed Moneys (“<b>the RUM</b>”). At least twenty-one (21) calendar days before the Bank transfers the <i>FCCA</i> monies to the RUM, the Bank will at its own cost notify the account holder of the impending transfer of monies maintained under the <i>FCCA</i>. The account holder will be given the chance to reactivate the <i>FCCA</i> or to close the <i>FCCA</i> to avoid the transfer of the monies to the RUM.</p> <p>8.5 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 <i>FCCA</i>.</p>
<p><b>9 STATEMENT OF ACCOUNT</b></p> <p>9.1 The Bank may make available to the account holder a statement of account listing out the transactions for the <i>FCA</i> account (with at least 1 transaction a month) online via</p>	<p><i>“FCA” has been replaced with “FCCA”. New clause 9.3 has been added.</i></p> <p><b>9 STATEMENT OF ACCOUNT</b></p>



<p>CIMB Clicks or BizChannel@CIMB, or delivered by email or by post. Requests for reprint or additional copies of statements of account shall be subject to the payment of a fee as determined by the Bank. Requests for statements for a period more than 1 year will cost more.</p> <p>9.2 The account holder must carefully review transaction records in the statement of accounts. Any errors or inaccuracies must be notified the Bank within 14 days from the date the statement of account is made available on CIMB Clicks or BizChannel@CIMB, or the date of delivery of the printed statement of account or the date of the sending of the statement of account by email, otherwise the account holder will be deemed to have conclusively accepted the contents of the statement of account as true and correct and may not be entitled to have any errors or inaccuracies corrected. The Bank may choose not to issue any statements if the FCA is 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</p>	<p>9.1 The Bank may make available to the account holder a statement of account listing out the transactions for the FCCA account (with at least 1 transaction a month) online via CIMB Clicks or BizChannel@CIMB, or delivered by email or by post. Requests for reprint or additional copies of statements of account shall be subject to the payment of a fee as determined by the Bank. Requests for statements for a period more than 1 year will cost more.</p> <p>9.2 <i>The account holder must carefully review transaction records in the statement of accounts. Any errors or inaccuracies must be notified the Bank within 14 days from the date the statement of account is made available on CIMB Clicks or BizChannel@CIMB, or the date of delivery of the printed statement of account or the date of the sending of the statement of account by email, otherwise the account holder will be deemed to have conclusively accepted the contents of the statement of account as true and correct and may not be entitled to have any errors or inaccuracies corrected.</i></p> <p>9.3 <i>The Bank may choose not to issue any statements if the FCCA is 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.</i></p>
<p><b>11 RIGHT OF SET-OFF AND RIGHT OF DEBIT</b></p> <p>11.1 The Bank may combine and consolidate the FCA and any other accounts of the account holder maintained with the Bank (<b>'the Accounts'</b>) and/or set-off and/or transfer any credit balance in the Accounts and/or credit balance of any one or more FCAs on or before the maturity of the FCFDs in or towards satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint, or in other currencies (<b>'the Indebtedness'</b>) 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 the even the account holder fails to settle the Indebtedness with the Bank 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).</p> <p>11.2 The Bank's right as set out in Clause 11.1 can be exercised in respect of (a) any joint FCA 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 or winding up filed against the account holder or any one</p>	<p><i>"FCA" has been replaced with "FCCA".</i></p> <p><b>11 RIGHT OF SET-OFF AND RIGHT OF DEBIT</b></p> <p>11.1 The Bank may combine and consolidate the FCCA and any other accounts of the account holder maintained with the Bank (<b>'the Accounts'</b>) 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 actual, contingent, primary, collateral, several, joint, or in other currencies (<b>'the Indebtedness'</b>) 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 the even the account holder fails to settle the Indebtedness with the Bank 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).</p> <p>11.2 The Bank's right as set out in Clause 11.1 can be exercised in respect of (a) any joint FCCA 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 or winding up filed against the account holder or any one</p>

<p>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 or wound up; and (d) any account holder who has died or of any one or more of the joint account holders who has died.</p>	<p>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 or wound up; and (d) any account holder who has died or of any one or more of the joint account holders who has died.</p>
<p>11.3 The Bank is irrevocably allowed to debit the FCFD by giving seven (7) days prior notice to the account holder, for any sum that had been credited into the FCFD in the following situations:</p> <ul style="list-style-type: none"> <li>i. payments made, transferred or credited into the FCFD 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 FCFD 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 FCFD 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;</li> <li>ii. proceeds of cheques and/or money instruments which have been credited by the Bank into the FCFD earlier if these cheques and/or money instruments are subsequently dishonoured; or</li> <li>iii. sums credited into the FCFD due to suspected tampered instruments / instructions / fraudulent transactions, regardless of whether the account holder is involved.</li> </ul> <p>11.4 In addition to the authority given under Clause 11.3, the Bank may by giving seven (7) days prior notice to the account holder also debit the FCFD upon the upliftment of the FCFD by the account holder and/or on the maturity of the FCFD, whichever shall be the earlier, for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations;</p> <ul style="list-style-type: none"> <li>i. 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 Islamic Bank Berhad to the account holder;</li> <li>ii. taxes, stamp duty and any other levies or charges imposed by the government and payable by the account holder for the FCFD and/or any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Islamic Bank Berhad to or for the benefit of the account holder;</li> <li>iii. 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 FCFD as provided in these Terms and Conditions;</li> <li>iv. 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</li> </ul>	<p><i>Clause 11.3 to 11.6 has been removed.</i></p>

<p>holder pursuant to these Terms and Conditions;</p> <ul style="list-style-type: none"> <li>v. legal fees, disbursements, expenses and costs (on a solicitor and client basis and full indemnity basis) incurred by the Bank due to any: <ul style="list-style-type: none"> <li>(a) recovery of any indebtedness under any facilities or loans granted by the Bank to the account holder;</li> <li>(b) garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the FCFD and/or any other accounts of the account holder maintained with the Bank;</li> <li>(c) interpleader or any other court proceedings filed by the Bank in respect of the FCFD and/or any other accounts of the account holder maintained with the Bank;</li> <li>(d) injunction or any other court proceedings initiated against the FCFD and/or any other accounts of the account holder maintained with the Bank, whether or not the Bank is named as a party; and</li> <li>(e) legal proceedings filed against the Bank by the account holder or any other party involving the FCFD Account and/or any other accounts of the account holder maintained with the Bank if the Bank is successful in its defense of the said legal proceedings; and</li> </ul> </li> <li>vi. 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.</li> </ul> <p>11.5 Pending the debit of the FCFD and/or the upliftment of the FCFDs pursuant to Clauses 11.3 and 11.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCFD.</p> <p>11.6 Notwithstanding Clause 11.1, 11.3 and 11.4, the Bank shall irrevocably be allowed to immediately debit the FCFD and/or uplift the FCFD to comply with any laws, court order, regulations, sanctions and/or enactments or direction, including that of a regulatory or enforcement authority. The Bank shall not be required to give prior notice of the debit of the FCFD and/or the upliftment of the FCFD to the account holder if (i) such laws, court order, regulations, sanctions and/or enactments or direction prohibits the giving of such notice, or (ii) where immediate action is required by the Bank.</p>	
<p>11.7 The Bank is irrevocably allowed to debit the FCCA by giving seven (7) days prior notice to the account holder for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:</p> <ul style="list-style-type: none"> <li>i. fees, costs, expenses, charges payable howsoever</li> </ul>	<p><i>The numbering for existing Clause 11.7 to 11.10 have been changed to Clause 11.3 to 11.6 and "FCA" has been replaced with "FCCA".</i></p> <p>11.3 The Bank is irrevocably allowed to debit the FCCA by giving seven (7) days prior notice to the account holder for the purpose of making any payment, repayment and/or</p>

incurred and/or charged for any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Islamic Bank Berhad to the account holder;

- ii. taxes, stamp duty and any other levies or charges imposed by the government and payable by the account holder for the FCCA and/or any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Islamic Bank Berhad to or for the benefit of the account holder;
- iii. 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 FCCA as provided in these Terms and Conditions;
- iv. 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;
- v. payments made, transferred or credited into the FCCA 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 FCCA 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 FCCA 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;
- vi. proceeds of cheques and/or money instruments which have been credited by the Bank into the FCCA earlier if these cheques and/or money instruments are subsequently dishonoured;
- vii. sums credited into the FCCA due to suspected tampered instruments / instructions / fraudulent transactions, regardless of whether the account holder is involved;
- viii. legal fees, disbursements, expenses and costs (on a solicitor and client basis and full indemnity basis) incurred by the Bank due to any:
  - (a) recovery of indebtedness due under any facilities or loans granted by the Bank to the account holder;
  - (b) garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the FCCA and/or any other accounts of the account holder maintained with the Bank;
  - (c) interpleader or any other court proceedings filed by the Bank in respect of the FCCA and/or any other accounts of the account holder maintained with the Bank;
  - (d) or any other court proceedings initiated against the FCCA and/or any other accounts of the account holder maintained with the Bank, whether or not the Bank is named as a party; and

reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:

- i. 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 Islamic Bank Berhad to the account holder;
- ii. taxes, stamp duty and any other levies or charges imposed by the government and payable by the account holder for the FCCA and/or any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Islamic Bank Berhad to or for the benefit of the account holder;
- iii. 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 FCCA as provided in these Terms and Conditions;
- iv. 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;
- v. payments made, transferred or credited into the FCCA 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 FCCA 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 FCCA 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;
- vi. proceeds of cheques and/or money instruments which have been credited by the Bank into the FCCA earlier if these cheques and/or money instruments are subsequently dishonoured;
- vii. sums credited into the FCCA due to suspected tampered instruments / instructions / fraudulent transactions, regardless of whether the account holder is involved;
- viii. legal fees, disbursements, expenses and costs (on a solicitor and client basis and full indemnity basis) incurred by the Bank due to any:
  - (a) recovery of indebtedness due under any facilities or loans granted by the Bank to the account holder;
  - (b) garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the FCCA and/or any other accounts of the account holder maintained with the Bank;
  - (c) interpleader or any other court proceedings filed by the Bank in respect of the FCCA and/or any other accounts of the account holder maintained with the Bank;

<p>(e) legal proceedings filed against the Bank by the account holder or any other party involving the FCCA and/or any other accounts of the account holder maintained with the Bank if the Bank is successful in its defense of the said legal proceedings; and</p> <p>ix. 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.</p> <p>11.8 Pending the debit of the FCCA pursuant to Clause 11.7, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCCA.</p> <p>11.9 Notwithstanding Clause 11.1 and 11.7, the Bank shall be irrevocably allowed to immediately debit the FCCA to comply with any laws, court order, regulations, sanctions and/or enactments or direction, including that of a regulatory or enforcement authority. The Bank shall not be required to give prior notice of the debit of the FCCA to the account holder if (i) such laws, court order, regulations, sanctions and/or enactments or direction prohibits the giving of such notice, or (ii) where immediate action is required by the Bank.</p>	<p>(d) or any other court proceedings initiated against the FCCA and/or any other accounts of the account holder maintained with the Bank, whether or not the Bank is named as a party; and</p> <p>(e) legal proceedings filed against the Bank by the account holder or any other party involving the FCCA and/or any other accounts of the account holder maintained with the Bank if the Bank is successful in its defense of the said legal proceedings; and</p> <p>ix. 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.</p> <p>11.4 Pending the debit of the FCCA pursuant to Clause 11.3, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCCA.</p> <p>11.5 Notwithstanding Clause 11.1 and 11.3, the Bank shall be irrevocably allowed to immediately debit the FCCA to comply with any laws, court order, regulations, sanctions and/or enactments or direction, including that of a regulatory or enforcement authority. The Bank shall not be required to give prior notice of the debit of the FCCA to the account holder if (i) such laws, court order, regulations, sanctions and/or enactments or direction prohibits the giving of such notice, or (ii) where immediate action is required by the Bank.</p>
<p>11.10 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 FCA 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 (ii) retain, withhold or earmark the properties and/or dishonour any cheques presented for payment under the FCCA until the account holder's liabilities to the Bank are fully settled.</p>	<p><i>The numbering for existing Clause 11.10 have been changed to Clause 11.6 and has been amended.</i></p> <p><i>11.6 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 FCCA 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, and (ii) retain, withhold or earmark the properties until the account holder's liabilities to the Bank are fully settled.</i></p>
<p><b>16 DISCLOSURE OF INFORMATION</b></p> <p>16.1 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:</p> <ul style="list-style-type: none"> <li>its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;</li> <li>the entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") whether such Group</li> </ul>	<p><i>"FCA" has been replaced with "FCCA".</i></p> <p><b>16 DISCLOSURE OF INFORMATION</b></p> <p>16.1 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:</p> <ul style="list-style-type: none"> <li>its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;</li> </ul>

<p>Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia;</p> <p>for facilitating the business, operations, provision of the FCA/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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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 FCA; and</li> <li>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.</li> </ul> <p>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 FCA 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.</p>	<ul style="list-style-type: none"> <li>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;</li> </ul> <p>for facilitating the business, operations, provision of the FCCA/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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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 FCCA; and</li> <li>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.</li> </ul> <p>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 FCCA 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.</p>
<p>16.4 In addition to the Bank's rights under Clause 16.2, the Bank is authorised to contact and / or notify the account holder by post and/or electronic 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 FCA 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.</p>	<p>"FCA" has been replaced with "FCCA".</p> <p>16.4 In addition to the Bank's rights under Clause 16.2, the Bank is authorised to contact and / or notify the account holder by post and/or electronic 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 FCCA and/or any information relating to any services, benefits,</p>

<p><b>17 PRIVACY CLAUSE (FOR NATURAL PERSONS) Where the account holder are individuals (including but not limited to sole proprietor, partnerships, registered businesses and associations) this Clause 17 shall apply.</b></p> <p>17.2 In the event 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) confirm 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 if there is any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate the FCA should such consent be withdrawn by any of the said third parties.</p> <p>17.5 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 FCA 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.</p> <p><b>18 PRIVACY CLAUSE (FOR CORPORATE CUSTOMERS) Where the account holder is a corporation (including but not limited to the entities falling within the definition of "Corporation" defined in Section 3 of the Companies Act 2016) this Clause 18 shall apply</b></p> <p>18.1 Where the account holder is a corporation, the account holder hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the account holder as the Bank may deem fit (hereinafter referred to either singly or collectively as "Relevant Person"), for the Bank:</p> <p>(a) to be provided information (inclusive of relevant personal information of the said Relevant Person) as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with these Terms and Conditions and for the purpose of the grant and continued</p>	<p>promotions, programmes of the Bank and/or of any other party held jointly or in conjunction with the Bank.</p> <p><i>"FCA" has been replaced with "FCCA".</i></p> <p><b>17 PRIVACY CLAUSE (FOR NATURAL PERSONS) Where the account holder are individuals (including but not limited to sole proprietor, partnerships, registered businesses and associations) this Clause 17 shall apply.</b></p> <p>17.2 In the event 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) confirm 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 if there is any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate the FCCA should such consent be withdrawn by any of the said third parties.</p> <p>17.5 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 FCCA 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.</p> <p><i>"FCA" has been replaced with "FCCA".</i></p> <p><b>18 PRIVACY CLAUSE (FOR CORPORATE CUSTOMERS)</b></p> <p>18.1 Where the account holder is a corporation, the account holder hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the account holder as the Bank may deem fit (hereinafter referred to either singly or collectively as "Relevant Person"), for the Bank:</p> <p>(a) to be provided information (inclusive of relevant personal information of the said Relevant Person) as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with these Terms and Conditions and for the purpose of the grant and continued maintenance of the FCCA;</p> <p>(b) to carry out the necessary reference checks at any time and from time to time now and/or in the future</p>
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<p>maintenance of the FCA;</p> <p>(b) to carry out the necessary reference checks at any time and from time to time now and/or in the future including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the account holder and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the FCA; recovery of debts owing under the FCA; any purpose related to or in connection with the FCA under these Terms and Conditions; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;</p> <p>(c) to disclose the said Relevant Person’s personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at <a href="http://www.cimb.com.my">www.cimb.com.my</a>); and</p> <p>(d) to provide the said Relevant Person with information on the Bank’s products, banking facilities, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and/or financial benefit to them at the Bank’s sole discretion, without further reference to the account holder and/or its Relevant Person.</p> <p>18.2 The account holder agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the account holder agrees that the Bank shall have the right to close the FCA in accordance with Clause 7.5.</p>	<p>including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the account holder and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the FCCA; recovery of debts owing under the FCCA; any purpose related to or in connection with the FCCA under these Terms and Conditions; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;</p> <p>(c) to disclose the said Relevant Person’s personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at <a href="http://www.cimb.com.my">www.cimb.com.my</a>); and</p> <p>(d) to provide the said Relevant Person with information on the Bank’s products, banking facilities, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and/or financial benefit to them at the Bank’s sole discretion, without further reference to the account holder and/or its Relevant Person.</p> <p>18.2 The account holder agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the account holder agrees that the Bank shall have the right to close the FCCA in accordance with Clause 7.5.</p>
<p><b>19 RESERVATION OF RIGHTS</b></p> <p>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:</p> <p>(i) notice of the Amendment being displayed at the Bank’s premises and website generally 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 electronic mail or by any other means of notification which the Bank may select and the Amendment shall take effect and be binding from the date</p>	<p>“FCA” has been replaced with “FCCA”.</p> <p><b>19 RESERVATION OF RIGHTS</b></p> <p>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 displayed at the Bank’s premises and website generally 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 electronic mail or by any other means of</p>



<p>specified in the notification. The account holder may close the account holder's FCA in accordance with Clause 7.1 if they do not agree to the Amendment.</p>	<p>notification which the Bank may select and the Amendment shall take effect and be binding from the date specified in the notification. The account holder may close the account holder's FCCA in accordance with Clause 7.1 if they do not agree to the Amendment.</p>
<p><b>20 ASSIGNMENT</b></p> <p>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 FCA 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.</p>	<p><b>20 ASSIGNMENT</b></p> <p>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 FCCA 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.</p>
<p><b>21 MISCELLANEOUS</b></p> <p>The account holder may make a complaint relating to the FCA with any Bank 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.com.</p>	<p><b>21 MISCELLANEOUS</b></p> <p>The account holder may make a complaint relating to the FCCA with any Bank 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.com.</p>

**Table 2: FOREIGN CURRENCY FIXED DEPOSIT ACCOUNT TERMS AND CONDITIONS**

Existing Clauses	Amended / New Clauses
<p><b>1 General</b></p> <p>1.1 An application to open a Foreign Currency Account must be made using the Bank's standard forms or other permitted channels. The opening of a Foreign Currency Account shall be administered by the Bank as per the provisions of the Notices on Foreign Exchange Administration Rules and directions issued by Bank Negara Malaysia.</p> <p>1.2 There are 2 types of Foreign Currency Account ("FCA") that can be opened. One is the Foreign Currency Current Account ("FCCA") which is non-interest bearing and the other the Foreign Currency Fixed Deposit Account ("FCFD") which is interest bearing. Reference to FCA refers to both the FCCA and FCFD.</p>	<p><i>Clause 1.1 and 1.2 has been merged and amended as follow:</i></p> <p><b>1 GENERAL</b></p> <p>1.1 <i>An application to open a Foreign Currency Fixed Deposit Account (FCFD) must be made using the Bank's standard forms or other permitted channels. The opening of a FCFD shall be administered by the Bank as per the provisions of the Foreign Exchange Policy Notices and directions issued by Bank Negara Malaysia.</i></p>
<p>1.3 To qualify to open the FCA, the applicant must also open and maintain a Ringgit Malaysia (RM) Current or Savings Account with the Bank from which charges imposed by the Bank can be debited and to which receivables in Ringgit Malaysia can be credited.</p> <p>1.4 The applicant must comply with all the Bank's</p>	<p><i>The numbering for existing Clause 1.3 to 1.11 have been changed to Clause 1.2 to 1.10 and "FCA" has been replaced with "FCFD".</i></p> <p>1.2 To qualify to open the FCFD, the applicant must also open and maintain a Ringgit Malaysia (RM) Current or Savings Account with the Bank from which charges imposed by the Bank can be debited and to which receivables in Ringgit Malaysia can be credited.</p>

<p>requirements to open the FCA. The specimen signature of the authorised signatory(s) must also be provided to the Bank.</p> <p>1.5 The Bank may decide on the minimum sum that needs to be deposited in order to open the FCA. The Bank may however change this at any time.</p> <p>1.6 As and when requested by the Bank, the account holder must provide the Bank with all relevant information/financial statements required to comply with regulatory reporting obligations or for any other reasonable purposes as notified to the account holder from time to time.</p> <p>1.7 The Bank may refuse to accept an application for the opening of a FCA.</p> <p>1.8 FCA may be opened in foreign currencies specified by the Bank at the Bank's branches and on its website.</p> <p>1.9 The account holder must make sure that monies paid to or received from other foreign currency accounts within the Bank or other Banks and any conversion of Ringgit for placements comply with prevailing provisions of the Notices on Foreign Exchange Administration Rules and directions issued by Bank Negara Malaysia.</p> <p>1.10 If an account holder has made a declaration regarding the account holder's status to conduct foreign currency transactions, a fresh declaration must be given to the Bank if this status changes.</p> <p>1.11 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 FCA ('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</p>	<p>1.3 The applicant must comply with all the Bank's requirements to open the <i>FCFD</i>. The specimen signature of the authorised signatory(s) must also be provided to the Bank.</p> <p>1.4 The Bank may decide on the minimum sum that needs to be deposited in order to open the <i>FCFD</i>. The Bank may however change this at any time.</p> <p>1.5 As and when requested by the Bank, the account holder must provide the Bank with all relevant information/financial statements required to comply with regulatory reporting obligations or for any other reasonable purposes as notified to the account holder from time to time.</p> <p>1.6 The Bank may refuse to accept an application for the opening of a <i>FCFD</i>.</p> <p>1.7 <i>FCFD</i> may be opened in foreign currencies specified by the Bank at the Bank's branches and on its website.</p> <p>1.8 The account holder must make sure that monies paid to or received from other foreign currency accounts within the Bank or other Banks and any conversion of Ringgit for placements comply with prevailing provisions of the Foreign Exchange Policy Notices and directions issued by Bank Negara Malaysia.</p> <p>1.9 If an account holder has made a declaration regarding the account holder's status to conduct foreign currency transactions, a fresh declaration must be given to the Bank if this status changes.</p> <p>1.10 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 <i>FCFD</i> ('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.</p>
<p><b>2 PLACEMENT OF DEPOSITS (This clause shall apply to FCFD only)</b></p> <p>2.1 Deposits in foreign currency notes are not allowed except at branches designated by the Bank. Location of designated branches are displayed at the Bank's website.</p> <p>2.2 The acknowledgement slips issued for placements and/or renewals for statement-based FCFDs only serve as evidence of placement and/or renewals and are not documents of title.</p> <p>2.3 Subject to clause 2.4 below, interest calculation on the FCFD will commence on the date of placement or renewal</p>	<p><i>Clause 2.1 has been removed and the numbering for existing Clause 2.2 to 2.5 have been changed to Clause 2.1 to 2.4.</i></p> <p><b>2 PLACEMENT OF DEPOSITS</b></p> <p>2.1 The acknowledgement slips issued for placements and/or renewals for statement-based FCFDs only serve as evidence of placement and/or renewals and are not documents of title.</p> <p>2.2 Subject to clause 2.4 below, interest calculation on the FCFD will commence on the date of placement or renewal up to but excluding the Business Day on which withdrawal/ upliftment of the FCFD is made.</p>

<p>up to but excluding the business day on which withdrawal/ upliftment/ close of the FCFD is made.</p> <p>2.4 For 1-day tenor FCFD, no interest will be paid if the funds are withdrawn on the same day of the first placement of funds.</p> <p>2.5 If the maturity date of a FCFD, falls on a non-business day, the account holder understands and agrees that the maturity date will be extended and will fall on the next Business Day. "Business day" shall mean a day on which financial institutions are open for business.</p>	<p>2.3 For 1-day tenor FCFD, no interest will be paid if the funds are withdrawn on the same day of the first placement of funds.</p> <p>2.4 For over the counter placement, if the maturity date of a FCFD falls on a non-Business Day, the account holder understands and agrees that the maturity date will be extended and will fall on the next Business Day. "Business day" shall mean a day on which financial institutions are open for business.</p>
<p><b>3 WITHDRAWAL</b></p> <p>3.1 Withdrawals from the FCA (including any partial upliftment) is subject to the Bank's prevailing requirements and practices and subject to proof of identity required by the Bank.</p>	<p><i>"FCA" has been replaced with "FCFD".</i></p> <p><b>3 WITHDRAWAL</b></p> <p>3.1 Withdrawal from the FCFD (including any partial upliftment) is subject to the Bank's prevailing requirements and practices and subject to proof of identity required by the Bank.</p>
<p>3.2 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:</p> <ul style="list-style-type: none"> <li>• deposit account payable or opened outside Malaysia;</li> <li>• deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;</li> <li>• deposit account held by a non-deposit taking member of PIDM;</li> <li>• non-deposit or investment account.</li> </ul> <p>3.3 Withdrawal in foreign currency notes is only allowed at certain branches designated by the Bank. Location of designated branches are displayed at the Bank's website.</p> <p>3.4 A withdrawal from the FCA can only be made if there are sufficient funds in the account.</p>	<p><i>Existing clause 3.2, 3.3 and 3.4 has been removed.</i></p>
<p>3.5 No interest will be paid on any premature withdrawal of funds from the FCFD. Partial withdrawal of funds from a FCFD before maturity is deemed to be premature withdrawal.</p> <p>3.6 All withdrawals from the FCFD (including any partial upliftment) can be transferred to a FCA of the same currency or converted into a different currency (including Ringgit Malaysia and credited to a current account or savings account with the Bank). Withdrawals can also be used to purchase remittance drafts and telegraphic transfers subject to the Bank's prevailing charges.</p>	<p><i>The numbering for existing Clause 3.5 and 3.6 have been changed to Clause 3.2 and 3.3. Clause 3.3 has been amended as below.</i></p> <p>3.2 No interest will be paid on any premature withdrawal of funds from the FCFD. Partial withdrawal of funds from a FCFD before maturity is deemed to be premature withdrawal.</p> <p>3.3 All withdrawals from the FCFD (including any partial upliftment) can be transferred to a Foreign Currency Current Account of the same currency or converted into a different currency (including Ringgit Malaysia and credited to a current account or savings account with the Bank). Withdrawals can also be used to purchase remittance drafts and telegraphic transfers subject to the Bank's prevailing charges.</p>

<p><b>4 INTEREST RATE / INTEREST PAYMENT / WITHHOLDING TAX (This clause shall apply to FCFD only)</b></p> <p>4.3 Withholding tax at the prescribed rate, if applicable, will be deducted from all interest payments.</p>	<p><i>Clause 4 title has been amended and existing Clause 4.3 has been removed.</i></p> <p><b>4 INTEREST RATE / INTEREST PAYMENT</b></p>
	<p><i>The new Clause 5 on RISK has been added. The numbering for the subsequent clauses in this T&amp;C has been amended.</i></p> <p><b>5 RISKS</b></p> <p>5.1 <i>The account holder acknowledges that there are risks involved in foreign currency transactions including but not limited to risks due to the fluctuation of exchange rates, valuation and devaluation of currencies, taxes, involuntary transfers or changes in governmental policies or any other reasons beyond the control of the Bank.</i></p> <p>5.2 <i>The account holder agrees that the Bank shall be entitled to effect any conversion or reconversion of any currencies as required by law and/or under these Terms and Conditions for any payment, deduction, withholding or any other taxes or levies and the Bank shall not be liable to the account holder or any other parties for any loss suffered or incurred by the account holder or other parties for any such conversion or reconversion.</i></p>
<p><b>5 BANKING CHARGES</b></p> <p>5.1 A handling fee shall be imposed for every payment in and out of the FCA (excluding transfers/ placements into FCFD accounts).</p> <p>5.2 The Bank will impose a service charge on the FCA in June and December each year.</p> <p>5.3 The Bank may recover all expenses incurred in operating the FCA for the account holder (including telex /SWIFT charges) either in foreign currency or Ringgit Malaysia by debiting the respective accounts maintained by the account holder.</p> <p>5.4 Unless specifically requested by the account holder, all foreign currency charges incurred will be debited from the account holder's Ringgit Malaysia account converted at the FCA's prevailing rates. The Bank may also recover all outstanding charges from the account holder's other Ringgit deposit accounts held with the Bank.</p> <p>5.5 The account holder agrees that the Bank shall be entitled to impose fees and charges for any of its services provided to the account holder, in accordance with the prevailing practice of the Bank. 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</p>	<p><i>Existing clauses for 5.1, 5.2, 5.3 and 5.4 have been removed.</i></p> <p><b>6 BANKING CHARGES</b></p> <p>The account holder agrees that the Bank shall be entitled to impose fees and charges for any of its services provided to the account holder, in accordance with the prevailing practice of the Bank. 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 displayed at the Bank's banking halls and website. All fees, and charges charged may be debited from any account of the account holder held at the Bank.</p>

<p>advertisement displayed at the Bank's banking halls and website. All fees, and charges charged may be debited from any account of the account holder held at the Bank.</p>	
<p><b>6 FREEZING OF FCA</b></p> <p>6.1 The Bank is allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the FCA including any of these types of transactions:- (a) payment of any instruments or payment of any monies under or out of the FCA; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FCA ("<b>Freezing of the FCA</b> ") if any of these events happens:-</p> <p>(a) the Bank is notified that the account holder has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/ or a creditor's petition for bankruptcy as the case may be has been filed or presented against the account holder ("<b>the account holder's insolvency matters</b>");</p> <p>(b) in relation to the FCA which is maintained by a partnership or a company or an association or a statutory body or as a joint account, if the Bank receives any conflicting claims or instructions relating to the mandate of operation of the FCA and/or payment of any cheques or any other instrument or payment of any monies out of the FCA from any partners or directors or office bearers or executive committee members or joint account holder or from any persons alleging to be partners or directors or office bearers or executive committee members of the partnership or the company or the association or the statutory body as the case may be which maintains the FCA ("<b>the account holder's internal dispute</b>");</p> <p>(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 ("<b>the relevant authorities</b>") to refrain from performing any transaction under the FCA as abovementioned regardless of whether the relevant authorities have the legal or valid authority to so request the Bank ("<b>directives of the relevant authorities</b>");</p> <p>(d) if the Bank becomes suspicious of any fraudulent activities concerning the FCA, or if any police report is lodged in respect of the FCA, 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 FCA, misuse or suspicion of any misuse of the FCA or any fraudulent transaction(s) in respect of the FCA;</p> <p>(e) if the Bank becomes aware of complaints having been made by third parties to the relevant authorities that the FCA has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or</p>	<p><i>Existing Clause 6.1 has been amended and "FCA" has been amended to "FCFD"</i></p> <p><b>7 FREEZING OF FCFD ACCOUNT</b></p> <p>7.1 <i>The Bank is allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the FCFD including the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FCFD ("<b>Freezing of the FCFD</b>") if any of these events happens:-</i></p> <p>(a) the Bank is notified that the account holder has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/ or a creditor's petition for bankruptcy as the case may be has been filed or presented against the account holder ("<b>the account holder's insolvency matters</b>");</p> <p>(b) in relation to the <i>FCFD</i> which is maintained by a partnership or a company or an association or a statutory body or as a joint account, if the Bank receives any conflicting claims or instructions relating to the mandate of operation of the <i>FCFD</i> and/or payment of any cheques or any other instrument or payment of any monies out of the <i>FCFD</i> from any partners or directors or office bearers or executive committee members or joint account holder or from any persons alleging to be partners or directors or office bearers or executive committee members of the partnership or the company or the association or the statutory body as the case may be which maintains the <i>FCFD</i> ("<b>the account holder's internal dispute</b>");</p> <p>(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 ("<b>the relevant authorities</b>") to refrain from performing any transaction under the <i>FCFD</i> as abovementioned regardless of whether the relevant authorities have the legal or valid authority to so request the Bank ("<b>directives of the relevant authorities</b>");</p> <p>(d) if the Bank becomes suspicious of any fraudulent activities concerning the <i>FCFD</i>, or if any police report is lodged in respect of the <i>FCFD</i>, 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 <i>FCFD</i>, misuse or suspicion of any misuse of the <i>FCFD</i> or any fraudulent transaction(s) in respect of the <i>FCFD</i>;</p> <p>(e) if the Bank becomes aware of complaints having been made by third parties to the relevant authorities that the <i>FCFD</i> has been used for conducting any fraudulent</p>

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 who is an individual; and
- (j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

6.2 The Freezing of the FCA 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 petition for winding up 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 FCA;
- (b) In respect of the account holder's internal dispute, the same has been settled between all parties concerned and a statement in writing to that effect signed by all parties concerned has been served on the Bank requesting for the unconditional lifting of the Freezing of the FCA or if the Bank is ordered by the court to lift the Freezing of the FCA;
- (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 FCA or if the Bank is ordered by the court to lift the Freezing of the FCA; and
- (d) In respect of the investigation by the Bank or the relevant authorities as specified in Clauses 6.1(d), 6.1(e), 6.1(g) and 6.1(h), the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that that the FCA 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

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 who is an individual; and
- (j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

7.2 The Freezing of the FCFD will be lifted up in any of the following event;-

- (a) In respect of the account holder's insolvency matters, the Bank is provided with satisfactory evidence that the bankruptcy notice or the petition for winding up 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 FCFD;
- (b) In respect of the account holder's internal dispute, the same has been settled between all parties concerned and a statement in writing to that effect signed by all parties concerned has been served on the Bank requesting for the unconditional lifting of the Freezing of the FCFD or if the Bank is ordered by the court to lift the Freezing of the FCFD;
- (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 FCFD or if the Bank is ordered by the court to lift the Freezing of the FCFD; and
- (d) In respect of the investigation by the Bank or the relevant authorities as specified in Clauses 7.1(d), 7.1(e), 7.1(g) and 7.1(h), the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that that the FCFD no longer has any bearing on any ongoing investigations or the investigation has been discontinued; and

<p>evidence of the authorisation to act or the appropriate legal letters of representation or Court Order.</p> <p>6.3 In taking any action to freeze the FCA 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 breach of contract 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 FCA.</p> <p>6.4 If the Bank is sued or made a party to any suit arising out of the Bank's action in freezing the FCA or if the Bank before or after freezing the FCA 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.</p> <p>6.5 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 6.1 happened whether due to reasons that the notification was irregular, invalid, erroneous, mistaken, void, or otherwise not effective for any other reason whatsoever.</p>	<p>(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.</p> <p>7.3 In taking any action to freeze the FCFD 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 breach of contract 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 FCFD.</p> <p>7.4 If the Bank is sued or made a party to any suit arising out of the Bank's action in freezing the FCFD or if the Bank before or after freezing the FCFD 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.</p> <p>7.5 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 7.1 happened whether due to reasons that the notification was irregular, invalid, erroneous, mistaken, void, or otherwise not effective for any other reason whatsoever.</p>
<p><b>7 CLOSURE OF FCA</b></p> <p>7.1 The FCA 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.</p> <p>7.2 The Bank may close the account if the operations of the FCA does not meet the business requirements of the Bank by giving adequate notice to the account holder or if maintaining the account breaches any laws.</p> <p>7.3 The Bank may, with or without any prior notice, immediately suspend or close the FCA if it falls under any of the following categories: -</p> <p>(a) Any account that is opened for personal use but is maintained and/or used for business purposes,</p>	<p><i>"FCA" has been amended to "FCFD"</i></p> <p><b>8 CLOSURE OF FCFD ACCOUNT</b></p> <p>8.1 The FCFD 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.</p> <p>8.2 When the account holder uplifts the entire FCFD in the FCFD Account or withdraws the entire balance in the FCFD Account, the FCFD Account will be considered closed.</p> <p>8.3 The Bank may, with or without any prior notice, immediately suspend or close the FCFD if it falls under any of the following categories;-</p>

<p>including but not limited to an account for an association, society or for trading purposes.</p> <p>(b) 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.</p> <p>(c) 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 any other local or international authorities.</p> <p>(d) 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.</p> <p>7.4 The Bank may also suspend or close the FCA at any time to comply with any laws, court orders, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.</p> <p>7.5 The Bank also reserves the right to close any FCA at the discretion of the Bank by giving adequate notice to the account holder.</p> <p>7.6 Pending closure of the FCA, the Bank may refuse to accept any deposits(s), limit the amount that may be deposited and withhold, earmark and/or suspend payment of any monies from the credit balance of the FCA and/or refuse to allow or carry out any transaction including withdrawals of money in respect of a FCA (including transfers and telegraphic transfers of moneys from or to the account holder’s FCA).</p> <p>7.7 In exercising the right to freeze and/or close the FCA, the Bank may not be at liberty to disclose the reason and shall have no obligation to do so, unless disclosure is required by law.</p> <p>7.8 The account holder shall comply with all the Bank’s prevailing requirements for the closure of the FCA and shall pay the applicable service charges.</p> <p>7.9 When the account holder has a zero balance in the FCCA, the FCCA is deemed closed and where the account holder uplifts the entire fixed deposit in the FCFD, the FCFD is deemed closed.</p>	<p>(a) 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.</p> <p>(b) 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.</p> <p>(c) 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 any other local or international authorities.</p> <p>(d) 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</p> <p>8.4 The Bank may also suspend or close the FCFD at any time to comply with any laws, court orders, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.</p> <p>8.5 The Bank also reserves the right to uplift the FCFD and close any FCFD at the discretion of the Bank by giving adequate notice to the account holder. <i>The Bank will not be responsible for any loss (including loss of interest) due to the upliftment and closure.</i></p> <p>8.6 <i>Pending closure of the FCFD Account, the Bank may withhold, earmark and/or suspend payment of any monies from the credit balance of the FCFD and/or refuse to allow or carry out any transaction including withdrawals of money in respect of a FCFD.</i></p> <p>8.7 In exercising the right to suspend and/or close the FCFD, the Bank may not be at liberty to disclose the reason and shall have no obligation to do so, unless disclosure is required by law.</p> <p>8.8 The account holder shall comply with all the Bank’s prevailing requirements for the closure of the FCFD and shall pay the applicable service charges.</p> <p>8.9 <i>When the account holder uplifts the entire deposit in the FCFD, the FCFD is deemed closed.</i></p>
<p><b>8 DORMANT ACCOUNT / UNCLAIMED MONIES</b></p> <p>8.1 The account holder must give instructions for the renewal/rollover at the time of placement of the FCFD or at any time before maturity. Subject to Clause 8.5, if no</p>	<p><i>“FCA” has been amended to “FCFD” and the existing 8.2, 8.3 and 8.4 have been removed.</i></p> <p><b>9 DORMANT ACCOUNT/ UNCLAIMED MONIES</b></p>



<p>instructions are given, the FCFD will be automatically renewed on the date or each date of maturity.</p> <p>8.2 FCCA with no credit and/or debit transactions for 1 year or more will be classified as dormant accounts. Transactions conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by account holder to the Bank shall not be taken into account as a transaction.</p> <p>8.3 For FCCA 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 interest 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 8.4 below.</p> <p>8.4 To activate a dormant FCCA, the account holder or the authorised signatory(s) must carry out the following at any of the Bank's branches:</p> <ul style="list-style-type: none"> <li>i. an over the counter debit cash cheque transaction, subject to verification of the identity of the account holder or the authorised signatory(s); or</li> <li>ii. a cash deposit, subject to verification of the identity of the account holder or the authorised signatory(s) electronically.</li> </ul> <p>8.5 Under the Unclaimed Moneys Act, 1965, monies classified as 'unclaimed moneys' i.e. balances in accounts not operated for 7 years or more by the account holder, shall be transferred to the Registrar of Unclaimed Moneys ("the RUM"). At least twenty-one (21) calendar days before the Bank transfers the FCA monies to the RUM, the Bank will at its own cost notify the account holder of the impending transfer of monies maintained under the FCA. The account holder will be given the chance to renew the FCFD and/or to reactivate the FCCA, as the case may be, or to close the FCA to avoid the transfer of the monies to the RUM.</p> <p>8.6 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 FCA.</p>	<p>9.1 The account holder must give instructions for the renewal/rollover at the time of placement of the FCFD or at any time before maturity. Subject to Clause 9.2, if no instructions are given, the FCFD will be automatically renewed on the date or each date of maturity.</p> <p>9.2 Under the Unclaimed Moneys Act, 1965, monies classified as 'unclaimed moneys' i.e. balances in accounts not operated for 7 years or more by the account holder, shall be transferred to the Registrar of Unclaimed Moneys ("the RUM"). At least twenty-one (21) calendar days before the Bank transfers the FCFD monies to the RUM, the Bank will at its own cost notify the account holder of the impending transfer of monies maintained under the FCFD. The account holder will be given the chance to renew the FCFD or to close the FCFD to avoid the transfer of the monies to the RUM.</p> <p>9.3 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 FCFD.</p>
<p><b>9 STATEMENT OF ACCOUNT</b></p> <p>9.1 The Bank may make available to the account holder a statement of account listing out the transactions for the FCA account (with at least 1 transaction a month) online via CIMB Clicks or BizChannel@CIMB, or delivered by email or by post. Requests for reprint or additional copies of statements of account shall be subject to the payment of a fee as determined by the Bank. Requests for statements for a period more than 1 year will cost more.</p> <p>9.2 The account holder must carefully review transaction</p>	<p><i>"FCA" has been amended to "FCFD". Existing Clause 9.2 has split into clause 10.2 and 10.3.</i></p> <p><b>10 STATEMENT OF ACCOUNT</b></p> <p>10.1 The Bank may make available to the account holder a statement of account listing out the transactions for the FCFD Account online via CIMB Clicks or BizChannel@CIMB, or delivered by email or by post. Requests for reprint or additional copies of statements of account shall be subject to the payment of a fee as determined by the Bank.</p>

<p>records in the statement of accounts. Any errors or inaccuracies must be notified the Bank within 14 days from the date the statement of account is made available on CIMB Clicks or BizChannel@CIMB, or the date of delivery of the printed statement of account or the date of the sending of the statement of account by email, otherwise the account holder will be deemed to have conclusively accepted the contents of the statement of account as true and correct and may not be entitled to have any errors or inaccuracies corrected. The Bank may choose not to issue any statements if the FCA is 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.</p>	<p>Requests for statements for a period more than 1 year will cost more.</p> <p>10.2 <i>The account holder must carefully review transaction records in the statement of accounts. Any errors or inaccuracies must be notified the Bank within 14 days from the date the statement of account is made available on CIMB Clicks or BizChannel@CIMB, or the date of delivery of the printed statement of account or the date of the sending of the statement of account by email, otherwise the account holder will be deemed to have conclusively accepted the contents of the statement of account as true and correct and may not be entitled to have any errors or inaccuracies corrected.</i></p> <p>10.3 <i>The Bank may choose not to issue any statements if the FCFD Account is 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.</i></p>
<p><b>11 RIGHT OF SET-OFF AND RIGHT OF DEBIT</b></p> <p>11.1 The Bank may combine and consolidate the FCA and any other accounts of the account holder maintained with the Bank (<b>'the Accounts'</b>) and/or set-off and/or transfer any credit balance in the Accounts and/or credit balance of any one or more FCAs on or before the maturity of the FCFDs in or towards satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint, or in other currencies (<b>'the Indebtedness'</b>) 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 the even the account holder fails to settle the Indebtedness with the Bank 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).</p> <p>11.2 The Bank's right as set out in Clause 11.1 can be exercised in respect of (a) any joint FCA 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 or winding up 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 or wound up; and (d) any account holder who has died or of any one or more of the joint account holders who has died.</p>	<p><i>"FCA" has been amended to "FCFD" and the existing clause 11.7 to 11.9 have been removed.</i></p> <p><b>12 RIGHT OF SET-OFF AND RIGHT OF DEBIT</b></p> <p>12.1 The Bank may combine and consolidate the FCFD Account and any other accounts of the account holder maintained with the Bank (<b>'the Accounts'</b>) and/or set-off and/or transfer any credit balance in the Accounts and/or credit balance of any one or more FCFDs on or before the maturity of the FCFDs in or towards satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint, or in other currencies (<b>'the Indebtedness'</b>) 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 the even the account holder fails to settle the Indebtedness with the Bank 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).</p> <p>12.2 The Bank's right as set out in Clause 12.1 can be exercised in respect of (a) any joint FCFD 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 or winding up 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 or wound up; and (d) any account</p>

<p>11.3 The Bank is irrevocably allowed to debit the FCFD by giving seven (7) days prior notice to the account holder, for any sum that had been credited into the FCFD in the following situations:</p> <ul style="list-style-type: none"> <li>i. payments made, transferred or credited into the FCFD 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 FCFD 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 FCFD 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;</li> <li>ii. proceeds of cheques and/or money instruments which have been credited by the Bank into the FCFD earlier if these cheques and/or money instruments are subsequently dishonoured; or</li> <li>iii. sums credited into the FCFD due to suspected tampered instruments / instructions / fraudulent transactions, regardless of whether the account holder is involved.</li> </ul>	<p>holder who has died or of any one or more of the joint account holders who has died.</p> <p>12.3 The Bank is irrevocably allowed to debit the FCFD by giving seven (7) days prior notice to the account holder, for any sum that had been credited into the FCFD in the following situations:</p> <ul style="list-style-type: none"> <li>i. payments made, transferred or credited into the FCFD 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 FCFD 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 FCFD 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;</li> <li>ii. proceeds of cheques and/or money instruments which have been credited by the Bank into the FCFD earlier if these cheques and/or money instruments are subsequently dishonoured; or</li> <li>iii. sums credited into the FCFD due to suspected tampered instruments / instructions / fraudulent transactions, regardless of whether the account holder is involved.</li> </ul>
<p>11.4 In addition to the authority given under Clause 11.3, the Bank may by giving seven (7) days prior notice to the account holder also debit the FCFD upon the upliftment of the FCFD by the account holder and/or on the maturity of the FCFD, whichever shall be the earlier, for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations;</p> <ul style="list-style-type: none"> <li>i. 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 Islamic Bank Berhad to the account holder;</li> <li>ii. taxes, stamp duty and any other levies or charges imposed by the government and payable by the account holder for the FCFD and/or any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Islamic Bank Berhad to or for the benefit of the account holder;</li> <li>iii. 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 FCFD as provided in these Terms and Conditions;</li> <li>iv. 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;</li> <li>v. legal fees, disbursements, expenses and costs (on a</li> </ul>	<p>12.4 In addition to the authority given under Clause 12.3, the Bank may by giving seven (7) days prior notice to the account holder also debit the FCFD upon the upliftment of the FCFD by the account holder and/or on the maturity of the FCFD, whichever shall be the earlier, for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:</p> <ul style="list-style-type: none"> <li>i. 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 Islamic Bank Berhad to the account holder;</li> <li>ii. taxes, stamp duty and any other levies or charges imposed by the government and payable by the account holder for the FCFD and/or any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Islamic Bank Berhad to or for the benefit of the account holder;</li> <li>iii. 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 FCFD as provided in these Terms and Conditions;</li> <li>iv. 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</li> </ul>

<p>solicitor and client basis and full indemnity basis) incurred by the Bank due to any:</p> <ul style="list-style-type: none"> <li>(a) recovery of any indebtedness under any facilities or loans granted by the Bank to the account holder;</li> <li>(b) garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the FCFD and/or any other accounts of the account holder maintained with the Bank;</li> <li>(c) interpleader or any other court proceedings filed by the Bank in respect of the FCFD and/or any other accounts of the account holder maintained with the Bank;</li> <li>(d) injunction or any other court proceedings initiated against the FCFD and/or any other accounts of the account holder maintained with the Bank, whether or not the Bank is named as a party; and</li> <li>(e) legal proceedings filed against the Bank by the account holder or any other party involving the FCFD Account and/or any other accounts of the account holder maintained with the Bank if the Bank is successful in its defense of the said legal proceedings; and</li> </ul> <p>vi. 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.</p> <p>11.5 Pending the debit of the FCFD and/or the upliftment of the FCFDs pursuant to Clauses 11.3 and 11.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCFD.</p> <p>11.6 Notwithstanding Clause 11.1, 11.3 and 11.4, the Bank shall irrevocably be allowed to immediately debit the FCFD and/or uplift the FCFD to comply with any laws, court order, regulations, sanctions and/or enactments or direction, including that of a regulatory or enforcement authority. The Bank shall not be required to give prior notice of the debit of the FCFD and/or the upliftment of the FCFD to the account holder if (i) such laws, court order, regulations, sanctions and/or enactments or direction prohibits the giving of such notice, or (ii) where immediate action is required by the Bank.</p> <p>11.7 The Bank is irrevocably allowed to debit the FCCA by giving seven (7) days prior notice to the account holder for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:</p>	<p>services and facilities by the Bank to the account holder pursuant to these Terms and Conditions;</p> <ul style="list-style-type: none"> <li>v. legal fees, disbursements, expenses and costs (on a solicitor and client basis and full indemnity basis) incurred by the Bank due to any: <ul style="list-style-type: none"> <li>(a) recovery of any indebtedness under any facilities or loans granted by the Bank to the account holder;</li> <li>(b) garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the FCFD and/or any other accounts of the account holder maintained with the Bank;</li> <li>(c) interpleader or any other court proceedings filed by the Bank in respect of the FCFD and/or any other accounts of the account holder maintained with the Bank;</li> <li>(d) injunction or any other court proceedings initiated against the FCFD and/or any other accounts of the account holder maintained with the Bank, whether or not the Bank is named as a party; and</li> <li>(e) legal proceedings filed against the Bank by the account holder or any other party involving the FCFD Account and/or any other accounts of the account holder maintained with the Bank if the Bank is successful in its defense of the said legal proceedings; and</li> </ul> </li> <li>vi. 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.</li> </ul> <p>12.5 Pending the debit of the FCFD and/or the upliftment of the FCFDs pursuant to Clauses 12.3 and 12.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCFD.</p> <p>12.6 Notwithstanding Clause 12.1, 12.3 and 12.4, the Bank shall irrevocably be allowed to immediately debit the FCFD and/or uplift the FCFD to comply with any laws, court order, regulations, sanctions and/or enactments or direction, including that of a regulatory or enforcement authority. The Bank shall not be required to give prior notice of the debit of the FCFD and/or the upliftment of the FCFD to the account holder if (i) such laws, court order, regulations, sanctions and/or enactments or direction prohibits the giving of such notice, or (ii) where immediate action is required by the Bank.</p>
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- i. 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 Islamic Bank Berhad to the account holder;
- ii. taxes, stamp duty and any other levies or charges imposed by the government and payable by the account holder for the FCCA and/or any other account(s), banking products, services or facilities provided by the Bank and/or CIMB Islamic Bank Berhad to or for the benefit of the account holder;
- iii. 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 FCCA as provided in these Terms and Conditions;
- iv. 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;
- v. payments made, transferred or credited into the FCCA 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 FCCA 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 FCCA 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;
- vi. proceeds of cheques and/or money instruments which have been credited by the Bank into the FCCA earlier if these cheques and/or money instruments are subsequently dishonoured;
- vii. sums credited into the FCCA due to suspected tampered instruments / instructions / fraudulent transactions, regardless of whether the account holder is involved;
- viii. legal fees, disbursements, expenses and costs (on a solicitor and client basis and full indemnity basis) incurred by the Bank due to any:
  - (a) recovery of indebtedness due under any facilities or loans granted by the Bank to the account holder;
  - (b) garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the FCCA and/or any other accounts of the account holder maintained with the Bank;
  - (c) interpleader or any other court proceedings filed by the Bank in respect of the FCCA and/or any other accounts of the account holder maintained with the Bank;
  - (d) or any other court proceedings initiated against the FCCA and/or any other accounts of the account holder maintained with the Bank,

<p>whether or not the Bank is named as a party; and</p> <p>(e) legal proceedings filed against the Bank by the account holder or any other party involving the FCCA and/or any other accounts of the account holder maintained with the Bank if the Bank is successful in its defense of the said legal proceedings; and</p> <p>ix. 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 accountholder.</p> <p>11.8 Pending the debit of the FCCA pursuant to Clause 11.7, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCCA.</p> <p>11.9 Notwithstanding Clause 11.1 and 11.7, the Bank shall be irrevocably allowed to immediately debit the FCCA to comply with any laws, court order, regulations, sanctions and/or enactments or direction, including that of a regulatory or enforcement authority. The Bank shall not be required to give prior notice of the debit of the FCCA to the account holder if (i) such laws, court order, regulations, sanctions and/or enactments or direction prohibits the giving of such notice, or (ii) where immediate action is required by the Bank.</p>	
<p>11.10 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 FCA 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 (ii) retain, withhold or earmark the properties and/or dishonour any cheques presented for payment under the FCCA until the account holder's liabilities to the Bank are fully settled.</p>	<p><i>Existing Clause 11.10 has been amended as below.</i></p> <p>11.7 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 <i>FCFD Account</i> and/or any other accounts of the account holder ('<b>the properties</b>') 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 (ii) <i>retain, withhold or earmark the properties until the account holder's liabilities to the Bank are fully settled.</i></p>
<p><b>12 LIMITATION OF LIABILITY</b></p> <p>12.3 In relation to Clause 12.2, the Bank will let the account holder know the amount of sum to be indemnified and the Bank's certificate evidencing of such sums shall be deemed final, binding and conclusive and the Bank may also debit the said sum from the account holder's Current Account.</p>	<p><i>"FCA" has been amended to "FCFD".</i></p> <p><b>13 LIMITATION OF LIABILITY</b></p> <p>13.3 In relation to Clause 13.2, the Bank will let the account holder know the amount of sum to be indemnified and the Bank's certificate evidencing of such sums shall be deemed final, binding and conclusive and the Bank may also debit the said sum from the account holder's <i>FCFD Account</i>.</p>
<p><b>16 DISCLOSURE OF INFORMATION</b></p> <p>16.1 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</p>	<p><i>"FCA" has been amended to "FCFD".</i></p> <p><b>17 DISCLOSURE OF INFORMATION</b></p> <p>17.1 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</p>

<p>to:</p> <ul style="list-style-type: none"> <li>its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;</li> <li>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;</li> </ul> <p>for facilitating the business, operations, provision of the FCA/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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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 FCA; and</li> <li>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.</li> </ul> <p>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 FCA 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.</p>	<p>accounts maintained by the account holder with the Bank to:</p> <ul style="list-style-type: none"> <li>its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;</li> <li>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;</li> </ul> <p>for facilitating the business, operations, provision of the <i>FCFD Account</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:</p> <ul style="list-style-type: none"> <li>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</li> <li>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;</li> <li>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 <i>FCFD Account</i>; and</li> <li>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.</li> </ul> <p>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 <i>FCFD Account</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.</p>
<p>16.4 In addition to the Bank’s rights under Clause 16.2, the Bank is authorised to contact and / or notify the account holder by post and/or electronic 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</p>	<p>“FCA” has been amended to “FCFD”.</p> <p>17.4 In addition to the Bank’s rights under Clause 17.2, the Bank is authorised to contact and / or notify the account holder by post and/or electronic 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</p>

<p>notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the FCA 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</p>	<p>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 <i>FCFD Account</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.</p>
<p><b>17 PRIVACY CLAUSE (FOR NATURAL PERSONS) Where the account holder are individuals (including but not limited to sole proprietor, partnerships, registered businesses and associations) this Clause 17 shall apply.</b></p> <p>17.2 In the event 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) confirm 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 if there is any material change to the said personal and financial information; and (d) agrees to the Bank’s right to terminate the FCA should such consent be withdrawn by any of the said third parties.</p>	<p><i>“FCA” has been amended to “FCFD”.</i></p> <p><b>18 PRIVACY CLAUSE (FOR NATURAL PERSONS) Where the account holder are individuals (including but not limited to sole proprietor, partnerships, registered businesses and associations) this Clause 18 shall apply.</b></p> <p>18.2 In the event 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) confirm 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 if there is any material change to the said personal and financial information; and (d) agrees to the Bank’s right to terminate the <i>FCFD Account</i> should such consent be withdrawn by any of the said third parties.</p>
<p>17.5 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 FCA 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.</p>	<p><i>“FCA” has been amended to “FCFD”.</i></p> <p>18.5 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 <i>FCFD Account</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.</p>
<p><b>18 PRIVACY CLAUSE (FOR CORPORATE CUSTOMERS) Where the account holder is a corporation (including but not limited to the entities falling within the definition of “Corporation” defined in Section 3 of the Companies Act 2016) this Clause 18 shall apply</b></p> <p>18.1 Where the account holder is a corporation, the account holder hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the account holder as the Bank may deem fit (hereinafter referred to either singly or collectively as</p>	<p><i>“FCA” has been amended to “FCFD”.</i></p> <p><b>19 PRIVACY CLAUSE (FOR CORPORATE CUSTOMERS) Where the account holder is a corporation (including but not limited to the entities falling within the definition of “Corporation” defined in Section 3 of the Companies Act 2016) this Clause 19 shall apply</b></p> <p>19.1 Where the account holder is a corporation, the account holder hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated</p>



<p>“Relevant Person”), for the Bank:</p> <ul style="list-style-type: none"> <li>(a) to be provided information (inclusive of relevant personal information of the said Relevant Person) as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with these Terms and Conditions and for the purpose of the grant and continued maintenance of the FCA;</li> <li>(b) to carry out the necessary reference checks at any time and from time to time now and/or in the future including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the account holder and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the FCA; recovery of debts owing under the FCA; any purpose related to or in connection with the FCA under these Terms and Conditions; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;</li> <li>(c) to disclose the said Relevant Person’s personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at <a href="http://www.cimb.com.my">www.cimb.com.my</a>; and</li> <li>(d) to provide the said Relevant Person with information on the Bank’s products, banking facilities, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and/or financial benefit to them at the Bank’s sole discretion, without further reference to the account holder and/or its Relevant Person.</li> </ul> <p>18.2 The account holder agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the account holder agrees that the Bank shall have the right to close the FCA in accordance with Clause 7.5.</p>	<p>with the account holder as the Bank may deem fit (hereinafter referred to either singly or collectively as “Relevant Person”), for the Bank:</p> <ul style="list-style-type: none"> <li>(a) to be provided information (inclusive of relevant personal information of the said Relevant Person) as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with these Terms and Conditions and for the purpose of the grant and continued maintenance of the <i>FCFD Account</i>;</li> <li>(b) to carry out the necessary reference checks at any time and from time to time now and/or in the future including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the account holder and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the <i>FCFD Account</i>; recovery of debts owing under the <i>FCFD Account</i>; any purpose related to or in connection with the <i>FCFD Account</i> under these Terms and Conditions; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;</li> <li>(c) to disclose the said Relevant Person’s personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at <a href="http://www.cimb.com.my">www.cimb.com.my</a>; and</li> <li>(d) to provide the said Relevant Person with information on the Bank’s products, banking facilities, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and/or financial benefit to them at the Bank’s sole discretion, without further reference to the account holder and/or its Relevant Person.</li> </ul> <p>19.2 The account holder agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the account holder agrees that the Bank shall have the right to close the <i>FCFD Account</i> in accordance with Clause 8.5.</p>
<p><b>19 RESERVATION OF RIGHTS</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>(i) notice of the Amendment being displayed at the Bank’s premises and website generally and where detailed</li> </ul>	<p>“FCA” has been amended to “FCFD”.</p> <p><b>20 RESERVATION OF RIGHTS</b></p> <p>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</p>

<p>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 electronic mail or by any other means of notification which the Bank may select and the Amendment shall take effect and be binding from the date specified in the notification. The account holder may close the account holder's FCA in accordance with Clause 7.1 if they do not agree to the Amendment.</p>	<p>may be given by: (i) notice of the Amendment being displayed at the Bank's premises and website generally 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 electronic mail or by any other means of notification which the Bank may select and the Amendment shall take effect and be binding from the date specified in the notification. The account holder may close the account holder's <i>FCFD Account</i> in accordance with Clause 8.1 if they do not agree to the Amendment.</p>
<p><b>20 ASSIGNMENT</b></p> <p>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 FCA 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.</p>	<p><b>21 ASSIGNMENT</b></p> <p>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 <i>FCFD Account</i> 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.</p>
<p><b>21 MISCELLANEOUS</b></p> <p>The account holder may make a complaint relating to the FCA with any Bank 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: <a href="mailto:contactus@cimb.com.com">contactus@cimb.com.com</a>.</p>	<p><b>22 MISCELLANEOUS</b></p> <p>The account holder may make a complaint relating to the <i>FCFD Account</i> with any Bank 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: <a href="mailto:contactus@cimb.com">contactus@cimb.com</a>.</p>

Please refer to our website at [www.cimb.com.my](http://www.cimb.com.my) for a copy of the revised Terms & Conditions.

Should you have any queries, please refer to any of our CIMB Bank branch or call our Consumer Contact Centre at 03 6204 7788.

Thank you.

**The Management**  
**CIMB Bank Berhad**