

**IMPORTANT NOTICE DATED 27 DECEMBER 2023
NOTICE OF AMENDMENTS TO CIMB ISLAMIC BANK BERHAD'S PRODUCT NAME(S) AND CORRESPONDING
TERMS AND CONDITIONS**

Dear Valued Customers,

Effective 20 January 2024, the following CIMB Islamic Bank Berhad (200401032872) ("**CIMB Islamic**") product names will be revised as per the Table 1 below:

Table 1: Revision of CIMB Islamic Product Names

Existing Product Name	Revised Product Name
Fixed Return Income Account-i (FRIA-i)	Fixed Deposit Account-i (FD-i)
Foreign Currency Fixed Return Income Account-i (FCFRIA-i)	Foreign Currency Fixed Deposit Account-i (FCFD-i)

The Terms and Conditions governing the above product(s) will also be amended to reflect this change and shall take effect on the abovementioned date. The Terms and Conditions that will be amended are the:

1. Fixed Return Income Account-i (FRIA-i),
2. Foreign Currency Fixed Return Income Account-i (FCFRIA-i), and
3. Foreign Currency Current Account-I (FCCA-i).

In addition to the revision above, certain clauses in the Terms and Conditions for Fixed Deposit Account-i (FD-i) and Terms and Conditions for Foreign Currency Fixed Deposit Account-i (FCFD-i) will be amended and shall also take effect on 20 January 2024 as set out in Table 2 and Table 3 below.

You may view the full amended Terms and Conditions for each of the products on their respective product websites by 20 January 2024:

1. Fixed Deposit Account-i (FD-i):
 - a. [Fixed Deposit Account-i - Maturity Returns](#)
 - b. [Fixed Deposit Account-i - Monthly Returns](#)
 - c. [Fixed Deposit Account-i - Why Wait](#)
2. [Foreign Currency Fixed Deposit-i](#)
3. [Foreign Currency Current Account-i](#)

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

Table 2: Amended clauses in Terms and Conditions for Fixed Deposit Account-i (FD-i)

Existing Clause	Revised Clause
<p>1. SHARIAH PRINCIPLES</p> <p>CIMB Islamic Bank Berhad [200401032872 (671380-H)] ("Bank") shall accept the sum of money deposited and any sum of monies to be subsequently deposited in the Fixed Return Income Account-i ("FRIA-i") on the Shariah principle of Tawarruq vis-à-vis Commodity Murabahah</p>	<p>1. SHARIAH PRINCIPLES</p> <p>CIMB Islamic Bank Berhad (200401032872) ("Bank") shall accept the sum of money deposited in the Fixed Deposit Account-i ("FD-i") on the Shariah principle of Tawarruq vis-à-vis Commodity Murabahah ("Commodity Murabahah"). The commodity used for the commodity trade</p>

<p>(“Commodity Murabahah”). The commodity used for the commodity trade transactions shall be Shariah-compliant commodities (“Commodity”) determined by the Bank.</p>	<p>transactions shall be Shariah-compliant commodities (“Commodity”) determined by the Bank.</p>
<p>4.4 The FRIA-i will be terminated and the provision under Clause 7.5 shall apply if the account holder:-</p> <ul style="list-style-type: none"> (a) goes into bankruptcy or liquidation; or (b) withdraws all the principal amount before the maturity date; or (c) withdraws part of the principal amount before the maturity date (applicable for FRIA-i Why Wait and FRIA-i placement via CIMB Clicks (e-FRIA-i) only); or (d) does not accept any alteration and amendment to the Terms and Conditions; or (e) has revoked the Bank’s appointment as his agent and has formally requested for physical delivery of the Commodity in accordance with the provisions set out in Clause 5.5(a) below. 	<p>4.4 The FD-i will be terminated and the provision under Clause 6.5 shall apply if the account holder:</p> <ul style="list-style-type: none"> a) goes into bankruptcy or liquidation; or b) withdraws all the principal amount before the maturity date; or c) withdraws part of the principal amount before the maturity date (applicable for FD-i Why Wait and FD-i placement via CIMB Clicks (eFD-i) only); or d) does not accept any alteration and amendment to the Terms and Conditions; or e) has revoked the Bank’s appointment as his agent and has formally requested for physical delivery of the Commodity in accordance with the provisions set out in Clause 5.5(a) below.
<p>4.5 Partial withdrawal of amounts in FRIA-i before the maturity date is allowed subject to reduction in payment of profit in accordance with Clause 7.7 except for FRIA-i Why Wait and FRIA-i placement via CIMB Clicks (eFRIA-i).</p>	<p>4.5 Partial withdrawal of amounts in FD-i before the maturity date is allowed subject to reduction in payment of profit in accordance with Clause 6.7 except for FD-i Why Wait.</p>
<p>5.2 As the account holder’s agent, the Bank shall, upon commencement of the tenure of the deposit and on renewal thereof and upon commencement of the tenure of the deposit for any new placement and on renewal thereof, have the power and authority:-</p> <ul style="list-style-type: none"> (a) to perform all acts to purchase the Commodity utilizing the account holder’s monies standing to the credit of the FRIA-i (“Principal Amount”) on spot basis on a Business Day (“Purchase Transaction”) through purchase agreements, certificates and other instruments as fully as the account holder could do himself/ itself and to negotiate with commodity traders or supplier (“the Supplier”) on behalf of the account holder in relation thereto; and (b) to sell the Commodity on a deferred payment basis to the Bank at a price equivalent to the aggregate of the Principal Amount plus profit (“Murabahah Price”) on behalf of the account holder and to perform all acts in relation thereto (“Sale Transaction”), <p>provided always that the Bank’s mandate to act as the account holder’s agent shall be subject to the minimum profit rate under the Sale Transaction being 0.50% (“Minimum Profit Rate”).</p>	<p>5.2 As the account holder’s agent, the Bank shall, upon commencement of the tenure of the deposit and on renewal thereof and upon commencement of the tenure of the deposit for any new placement and on renewal thereof, have the power and authority:</p> <ul style="list-style-type: none"> a) to perform all acts to purchase the Commodity utilizing the account holder’s monies standing to the credit of the FD-i (“Principal Amount”) on spot basis on a Business Day (“Purchase Transaction”) through purchase agreements, certificates and other instruments as fully as the account holder could do himself/ itself and to negotiate with commodity traders or supplier (“the Supplier”) on behalf of the account holder in relation thereto; and b) to sell the Commodity on a deferred payment basis to the Bank at a price equivalent to the aggregate of the Principal Amount plus profit (“Murabahah Price”) on behalf of the account holder and to perform all acts in relation thereto (“Sale Transaction”), <p>provided always that the Bank’s mandate to act as the account holder’s agent shall be subject to the minimum profit rate under the Sale Transaction being 0.50% (“Minimum Profit Rate”).</p>

<p>The profit portion of the Murabahah Price referred to in Clause 5.2(b) shall be calculated in the following manner:- Principal Amount x Prevailing Rate x n/365 days (or 366 days as the case maybe) where 'n' shall mean the tenure of the deposit.</p> <p>“Prevailing Rate” shall mean such rate as published by the Bank from time to time and in accordance to Clause 7.1.</p>	<p>The profit portion of the Murabahah Price referred to in Clause 5.2(b) shall be calculated in the following manner: Principal Amount x Prevailing Rate x n/365 days (or 366 days as the case maybe) where 'n' shall mean the tenure of the deposit.</p> <p>“Prevailing Rate” shall mean such rate as published by the Bank from time to time and in accordance to Clause 6.1.</p>
<p>5.6 It is hereby agreed and acknowledged that the appointment of the Bank as the account holder's agent to perform the acts as stated in Clauses 5.2(a) and (b) shall be dissolved:-</p> <ul style="list-style-type: none"> (a) if the current FRIA-i is closed by the Bank in accordance with Clause 8; and/or (b) if the account holder exercises the account holder's option to terminate the agency due to misconduct, negligence or breach of specified terms of the agency by the Bank. If this happens, the Bank's liability for any compensation pursuant to the loss suffered by the account holder shall be limited to the profit that the account holder would have made if the Bank had performed the agency in accordance with these Terms and Conditions. 	<p>5.6 It is hereby agreed and acknowledged that the appointment of the Bank as the account holder's agent to perform the acts as stated in Clauses 5.2(a) and (b) shall be dissolved:</p> <ul style="list-style-type: none"> a) if the current FD-i is closed by the Bank in accordance with Clause 7; and/or b) if the account holder exercises the account holder's option to terminate the agency due to misconduct, negligence or breach of specified terms of the agency by the Bank. If this happens, the Bank's liability for any compensation pursuant to the loss suffered by the account holder shall be limited to the profit that the account holder would have made if the Bank had performed the agency in accordance with these Terms and Conditions.
<p>6. PAYMENT OPTIONS</p> <p>6.1 For FRIA-i Why Wait, the Bank will pay the account holder the security deposit (“Security Deposit”) of an amount which is equivalent to the profit to be derived from the Commodity Murabahah Transaction or any other amount as agreed by both parties. The Security Deposit is intended to secure the performance of the Bank as the account holder's agent under Clause 5.2 above. The Bank reserves the right to set-off the Security Deposit against the profit derived from the Commodity Murabahah Transactions which is payable to the account holder.</p>	<p>6. PAYMENT OPTIONS</p> <p>6.1 For FRIA-i Why Wait, the Bank will pay the account holder the security deposit (“Security Deposit”) of an amount which is equivalent to the profit to be derived from the Commodity Murabahah Transaction or any other amount as agreed by both parties. The Security Deposit is intended to secure the performance of the Bank as the account holder's agent under Clause 5.2 above. The Bank reserves the right to set-off the Security Deposit against the profit derived from the Commodity Murabahah Transactions which is payable to the account holder.</p> <p><i>With the deletion of Clause 6 and Clause 6.1, numbering sequent of existing Clause 7 to Clause 28 has been amended.</i></p>
<p>7.2 Notwithstanding Clause 6.1, the Bank may on the instructions of the account holder pay the profit from the Commodity Murabahah Transactions to the account holder either on monthly basis or upon</p>	<p>6.2 Other than FD-i Why Wait, the Bank may on the instructions of the account holder pay the profit from the Commodity Murabahah Transactions to the account holder either on monthly basis or upon maturity of the tenure, depending on the type of FD-</p>

<p>maturity of the tenure, depending on the type of FRIA-i chosen by the account holder.</p>	<p>i chosen by the account holder. For FD-i Why Wait, the Bank will pay the account holder the security deposit (“Security Deposit”) of an amount which is equivalent to the profit to be derived from the Commodity Murabahah Transaction or any other amount as agreed by both parties. The Security Deposit is intended to secure the performance of the Bank as the account holder’s agent under Clause 5.2 above. The Bank reserves the right to set-off the Security Deposit against the profit derived from the Commodity Murabahah Transactions which is payable to the account holder.</p>
<p>7.5 If any of the termination events specified in Clause 4.4 occurs:</p> <p>(a) For FRIA-i accounts opened or renewed prior to 1st November 2018, the Bank is entitled to pay an amount that is less than the agreed Murabahah Price, based on the following:-</p> <p>(i) If the tenure of deposit is three (3) months and below, the account holder agrees to provide a rebate (ibra’) to the Bank in which case no profit shall be paid by the Bank;</p> <p>(ii) If the tenure of deposit is four (4) months and above, and withdrawal is made before completion of three (3) months, the account holder agrees to provide a rebate (ibra’) to the Bank in which case no profit shall be paid by the Bank; and</p> <p>(b) In all other circumstances, the account holder agrees to provide a rebate (ibra’) to the Bank based on the following formula:</p> <p>Rebate = Murabahah Price – [(P x t/365 x R(%) x 50%) + P]</p> <p>Where: Murabahah Price = Principal Amount + Profit P = Principal Amount t = Number of days based on completed months R = Profit Rate (%)</p> <p>(c) For FRIA-i opened or renewed from 1st November 2018 onwards, the account holder agrees to provide a rebate (ibra’) to the Bank in which case no profit shall be paid by the Bank.</p>	<p>6.5 If any of the termination events specified in Clause 4.4 occurs:</p> <p>a) For FD-i accounts opened or renewed prior to 1st November 2018, the Bank is entitled to pay an amount that is less than the agreed Murabahah Price, based on the following:</p> <p>i. If the tenure of deposit is three (3) months and below, the account holder agrees to provide a rebate (ibra’) to the Bank in which case no profit shall be paid by the Bank;</p> <p>ii. If the tenure of deposit is four (4) months and above, and withdrawal is made before completion of three (3) months, the account holder agrees to provide a rebate (ibra’) to the Bank in which case no profit shall be paid by the Bank; and</p> <p>iii. In all other circumstances, the account holder agrees to provide a rebate (ibra’) to the Bank based on the following formula:</p> <p>Rebate = Murabahah Price – [(P x t/365 x R(%) x 50%) + P]</p> <p>Where: Murabahah Price = Principal Amount + Profit P = Principal Amount t = Number of days based on completed months R = Profit Rate (%)</p> <p>b) For FD-i opened or renewed from 1st November 2018 onwards, the account holder agrees to provide a rebate (ibra’) to the Bank in which case no profit shall be paid by the Bank.</p>
<p>7.7 If part withdrawal occurs as per Clause 4.5:-</p> <p>(a) For FRIA-i accounts opened or renewed prior to 1st November 2018, the account holder agrees that the Bank is entitled to pay an</p>	<p>6.7 If partial withdrawal occurs as per Clause 4.5:</p> <p>a) For FD-i accounts opened or renewed prior to 1st November 2018, the account holder agrees that the Bank is entitled to pay an amount that</p>

<p>amount that is less than the agreed Murabahah Price based on the following:-</p> <ul style="list-style-type: none"> (i) If the tenure of deposit is three (3) months and below, the account holder agrees to provide a rebate (ibra') to the Bank in which case no profit on the withdrawn amount shall be paid by the Bank; (ii) If the tenure of deposit is four (4) months and above, and part withdrawal is made before completion of three (3) months, the account holder agrees to provide a rebate/ibra' to the Bank in which case no profit on the withdrawn amount shall be paid by the Bank; and (iii) In all other circumstances, the account holder agrees to provide rebate (ibra') in which case the profit on the withdrawn amount shall be limited to only 50% of the contracted profit for each completed month prior to the part withdrawal. <p>(b) For FRIA-i opened or renewed from 1st November 2018 onwards, the account holder agrees to provide a rebate (ibra') to the Bank in which case no profit on the withdrawn amount shall be paid by the Bank.</p>	<p>is less than the agreed Murabahah Price based on the following:</p> <ul style="list-style-type: none"> i. If the tenure of deposit is three (3) months and below, the account holder agrees to provide a rebate (ibra') to the Bank in which case no profit on the withdrawn amount shall be paid by the Bank; ii. If the tenure of deposit is four (4) months and above, and part withdrawal is made before completion of three (3) months, the account holder agrees to provide a rebate/ibra' to the Bank in which case no profit on the withdrawn amount shall be paid by the Bank; and iii. In all other circumstances, the account holder agrees to provide rebate (ibra') in which case the profit on the withdrawn amount shall be limited to only 50% of the contracted profit for each completed month prior to the part withdrawal. <p>b) For FD-i opened or renewed from 1st November 2018 onwards, the account holder agrees to provide a rebate (ibra') to the Bank in which case no profit on the withdrawn amount shall be paid by the Bank.</p>
<p>8. UPLIFTMENT OF FIXED RETURN INCOME ACCOUNT-i (FRIA-i)</p> <p>8.1 Upliftment of FRIA-i must comply with the Bank's requirements and prevailing practices and is subject to proof of identity required by the Bank.</p>	<p>7. UPLIFTMENT</p> <p>7.1 Upliftment of FD-i must comply with the Bank's requirements and prevailing practices and is subject to proof of identity required by the Bank.</p>
<p>10.2 A duplicate FRIA-i Receipt may be issued against a duly signed and stamped Letter of Indemnity. In the case of joint accounts, instructions to issue the Duplicate FRIA-i Receipt and the Letter of Indemnity must be signed by all the joint account holders.</p> <p>10.3 This Clause 10 does not apply to statement-based FRIA-i issued with acknowledgement slips.</p>	<p>10.2 A duplicate FD-i Receipt may be issued against a duly signed and stamped Letter of Indemnity. In the case of joint accounts, instructions to issue the Duplicate FD-i Receipt and the Letter of Indemnity must be signed by all the joint account holders.</p> <p><i>With the deletion of Clause 6 and Clause 10.2, numbering sequent of existing Clause 10.3 has been amended.</i></p> <p>9.2 This Clause 9 does not apply to statement-based FD-i issued with acknowledgement slips.</p>
<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 FRIA-i upon the upliftment of the FRIA-i by the account holder and/or on the maturity of the FRIA-i, whichever shall be the earlier, for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:</p>	<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 FD-i upon the upliftment of the FD-i by the account holder and/or on the maturity of the FD-i, whichever shall be the earlier, for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Bank Berhad (197201001799) and for making payment and/or repayment of the relevant amount to third parties in the following situations</p>

<p>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 Bank Berhad to the account holder;</p>	<p>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 Bank Berhad to the account holder;</p>
<p>12.6 Pending the debit of the FRIA-i and/or the upliftment of the FRIA-i pursuant to Clause 12.3, 12.4 and 12.5 the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FRIA-i.</p> <p>12.7 Notwithstanding Clause 12.1, 12.3, 12.4 and 12.5 the Bank shall be irrevocably allowed to immediately debit the FRIA-i and/or uplift the FRIA-i 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 FRIA-i and/or upliftment of the FRIA-i 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>11.6 Pending the debit of the FD-i and/or the upliftment of the FD-i pursuant to Clause 11.3, 11.4 and 11.5 the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FD-i.</p> <p>11.7 Notwithstanding Clause 11.1, 11.3, 11.4 and 11.5 the Bank shall be irrevocably allowed to immediately debit the FD-i and/or uplift the FD-i 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 FD-i and/or upliftment of the FD-i 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>13.2 When the account holder uplifts the entire FRIA-i in the FRIA-i Account or withdraws the entire balance in the FRIA-i, the FRIA-i Account will be considered closed.</p>	<p>12.2 When the account holder uplifts/withdraw the entire balance FD-i in the FD-i Account, the FD-i Account will be considered closed.</p>
<p>16.3 In relation to Clause 16.2, 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 FRIA-i.</p>	<p>15.3 In relation to Clause 15.2, 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 FD-i.</p>
<p>16.5 Subject to Clause 16.1, the account holder retains the right to claim for damages and/or all other remedies available in law for direct losses arising from any act or omission of the Bank.</p>	<p>15.5 Subject to Clause 15.1, the account holder retains the right to claim for damages and/or all other remedies available in law for direct losses arising from any act or omission of the Bank.</p>
<p>22.4 In addition to the Bank's rights under Clause 22.2, the Bank is authorised to contact and/or notify the account holder by post and/or e-mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other reasonable mode of communication selected by the Bank based on existing mailing address(es), e-mail address(es), telephone number(s) and/or any other contact particulars of the account holder deposited or recorded with the Bank. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the FRIA-i and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any</p>	<p>21.4 In addition to the Bank's rights under Clause 21.2, the Bank is authorised to contact and/or notify the account holder by post and/or e-mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other reasonable mode of communication selected by the Bank based on existing mailing address(es), e-mail address(es), telephone number(s) and/or any other contact particulars of the account holder deposited or recorded with the Bank. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the FD-i and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any</p>

<p>other party held jointly or in conjunction with the Bank.</p>	<p>other party held jointly or in conjunction with the Bank.</p>
<p>23.1 The Bank may vary (whether by adding to, deleting from or otherwise amending) (“Amendment”) any of these Terms and Conditions by giving the account holder at least twenty-one (21) calendar days’ notice before the Amendment is effective. The notice of the Amendment may be given by:-</p> <ul style="list-style-type: none"> (a) the notice of the Amendment being prominently displayed at the website and the Bank’s Banking halls and where detailed provisions regarding the Amendment may be provided to the account holder upon request or the notice may itself contain details of the Amendment; or (b) the notice being sent by the Bank to the account holder’s last known address; or (c) the notice being advertised in one newspaper of the Bank’s choice; or (d) the notice being sent by e-mail or by any other means of notification which the Bank may select, <p>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 FRIA-i in accordance with Clause 13.1 if they do not agree to the Amendment.</p>	<p>22.1 The Bank may vary (whether by adding to, deleting from or otherwise amending) (“Amendment”) any of these Terms and Conditions by giving the account holder at least twenty-one (21) calendar days’ notice before the Amendment is effective. The notice of the Amendment may be given by:</p> <ul style="list-style-type: none"> a) the notice of the Amendment being prominently displayed at the website and the Bank’s Banking halls and where detailed provisions regarding the Amendment may be provided to the account holder upon request or the notice may itself contain details of the Amendment; or b) the notice being sent by the Bank to the account holder’s last known address; or c) the notice being advertised in one newspaper of the Bank’s choice; or d) the notice being sent by e-mail or by any other means of notification which the Bank may select, <p>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 FD-i in accordance with Clause 12.1 if they do not agree to the Amendment.</p>
<p>25.2 (d) In respect of the investigation by the Bank or the relevant authorities as specified in Clauses 25.1(d), 25.1(e), 25.1(f) and 25.1(g), the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that the account holder’s account(s) with the Bank no longer has any bearing on any ongoing investigations or the investigation has been discontinued; and</p>	<p>24.2 (d) In respect of the investigation by the Bank or the relevant authorities as specified in Clauses 24.1(d), 24.1(e), 24.1(f) and 24.1(g), the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that the account holder’s account(s) with the Bank no longer has any bearing on any ongoing investigations or the investigation has been discontinued; and</p>
<p>25.5 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 20.1 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>24.5 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 24.1 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>26. 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 21 shall apply</p>	<p>25. 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 25 shall apply</p>

<p>26.6 For the purposes of this Clause 26 and Clause 27, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the word “Bank” is to be read as references to the CIMB Group.</p>	<p>25.6 For the purposes of this Clause 25 and Clause 26, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the word “Bank” is to be read as references to the CIMB Group.</p>
<p>27. 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 27 shall apply.</p>	<p>26. 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 26 shall apply.</p>
<p>27.2 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 account in accordance with Clause 13.4.</p>	<p>26.2 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 account in accordance with Clause 12.4.</p>

Table 3: Amended Clauses in Terms and Conditions for Foreign Currency Fixed Deposit Account-i (FCFD-i)

Existing Clause	Revised Clause
<p>2.10 The FCFRIA-i will be terminated and the provisions of Clause 7.3 shall apply if the account holder:-</p> <ul style="list-style-type: none"> (a) goes into bankruptcy or liquidation; or (b) withdraws all the principal amount before the maturity date; or (c) breaches any of these Terms and Conditions; or (d) does not accept any alteration and amendment to these Terms and Conditions; or (e) has revoked the Bank’s appointment as his agent and has formally requested for physical delivery of the Commodity in accordance with the provisions set out in Clause 5.5(a) below. 	<p>2.10 The FCFD-i will be terminated and the provisions of Clause 8.3 shall apply if the account holder</p> <ul style="list-style-type: none"> a) goes into bankruptcy or liquidation; or b) withdraws all the principal amount before the maturity date; or c) breaches any of these Terms and Conditions; or d) does not accept any alteration and amendment to these Terms and Conditions; or e) has revoked the Bank’s appointment as his agent and has formally requested for physical delivery of the Commodity in accordance with the provisions set out in Clause 6.5(a) below.
<p>6.2 As the account holder’s agent, the Bank shall, upon commencement of the tenure of the deposit and on renewal thereof and upon commencement of the</p>	<p>6.2 As the account holder’s agent, the Bank shall, upon commencement of the tenure of the deposit and on renewal thereof and upon commencement of the</p>

<p>tenure of the deposit for any new placement and on renewal thereof, have the power and authority:</p> <p>a) to perform all acts to the purchase the Commodity on a spot basis (“Purchase Transaction”) through purchase agreements, certificates and other instruments as fully as the account holder could do himself/ itself and to negotiate with commodity traders or supplier (“the Supplier”) on behalf of the account holder in relation thereto; and</p> <p>b) to sell the Commodity on deferred payment to the Bank at cost plus profit (“Murabahah Price”) on behalf of the account holder and to perform all acts in relation thereto (“Sale Transaction”).</p> <p>The profit portion of the Murabahah Price referred to in Clause 5.2(b) shall be calculated in the following manner:-</p> <p>Principal Amount x Prevailing Rate x n/365 days (or 366 days as the case maybe) where ‘n’ shall mean the tenure of the deposit.</p> <p>“Prevailing Rate” shall mean such rate as published by the Bank from time to time and in accordance to Clause 4.1.</p>	<p>tenure of the deposit for any new placement and on renewal thereof, have the power and authority:</p> <p>a) to perform all acts to the purchase the Commodity on a spot basis (“Purchase Transaction”) through purchase agreements, certificates and other instruments as fully as the account holder could do himself/ itself and to negotiate with commodity traders or supplier (“the Supplier”) on behalf of the account holder in relation thereto; and</p> <p>b) to sell the Commodity on deferred payment to the Bank at cost plus profit (“Murabahah Price”) on behalf of the account holder and to perform all acts in relation thereto (“Sale Transaction”).</p> <p>The profit portion of the Murabahah Price referred to in Clause 6.2(b) shall be calculated in the following manner:</p> <p>Principal Amount x Prevailing Rate x n/365 days (or 366 days as the case maybe) where ‘n’ shall mean the tenure of the deposit.</p> <p>“Prevailing Rate” shall mean such rate as published by the Bank from time to time and in accordance to Clause 8.1.</p>
<p>6.5 In the event the account holder wishes to take delivery of the Commodity, the account holder may do so subject to the following:-</p> <p>a) the Bank having received a written notice from the account holder: (i) revoking the Bank’s appointment as agent of the account holder for the purposes of the Sale Transaction as described in Clause 5.2(b) above; (ii) formally requesting for physical delivery of the Commodity; and (iii) setting out in the notice the address to where the Commodity must be delivered. Such written notice must be received by the Bank at least five (5) Business Days before the appointed date upon which the Bank is due to execute the Sale Transaction; and</p> <p>b) the account holder must bear the full cost of the physical delivery including but not limited to brokerage, storage, transportation and other related costs (“Costs”). For this purpose, the account holder shall deposit with the Bank such sum (“Deposit”) as may be determined by the Bank and the Deposit shall be used by the Bank to pay for the Costs. If there is any shortfall between the Costs and the Deposit, the account holder shall pay to the Bank such</p>	<p>6.5 In the event the account holder wishes to take delivery of the Commodity, the account holder may do so subject to the following:</p> <p>a) the Bank having received a written notice from the account holder: (i) revoking the Bank’s appointment as agent of the account holder for the purposes of the Sale Transaction as described in Clause 5.2(b) above; (ii) formally requesting for physical delivery of the Commodity; and (iii) setting out in the notice the address to where the Commodity must be delivered. Such written notice must be received by the Bank at least five (5) Business Days before the appointed date upon which the Bank is due to execute the Sale Transaction; and</p> <p>b) the account holder must bear the full cost of the physical delivery including but not limited to brokerage, storage, transportation and other related costs (“Costs”). For this purpose, the account holder shall deposit with the Bank such sum (“Deposit”) as may be determined by the Bank and the Deposit shall be used by the Bank to pay for the Costs. If there is any shortfall between the Costs and the Deposit, the account holder shall pay to the Bank such</p>

<p>shortfall upon demand. If there is any surplus between the Costs and the Deposit, such surplus shall be refunded to the account holder; and</p> <p>c) physical delivery of the Commodity shall be done by the Bank in the manner and at such time as may be determined by the Bank at its discretion.</p> <p>Upon expiry of the notice referred to in (a) above, the FCFRIA-i shall be closed by the Bank and where applicable, the provisions under Clause 23 shall apply.</p>	<p>shortfall upon demand. If there is any surplus between the Costs and the Deposit, such surplus shall be refunded to the account holder; and</p> <p>c) physical delivery of the Commodity shall be done by the Bank in the manner and at such time as may be determined by the Bank at its discretion.</p> <p>Upon expiry of the notice referred to in (a) above, the FCFD-i shall be closed by the Bank and where applicable, the provisions under Clause 24 shall apply.</p>
<p>7.2 Upon each renewal of the FCFRIA-i, the Bank, as the account holder's agent pursuant to Clause 5.1 above, shall perform all acts it is authorised to do under Clause 5.2 above.</p>	<p>7.2 Upon each renewal of the FCFD-i, the Bank, as the account holder's agent pursuant to Clause 6.1 above, shall perform all acts it is authorised to do under Clause 6.2 above.</p>
<p>8.2 Payment of the profit derived from the Commodity Murabahah Transactions shall be paid on lump sum basis upon maturity of the FCFRIA-i.</p>	<p>8.2 Payment of the profit derived from the Commodity Murabahah Transactions shall be paid on lump sum basis upon maturity of the FCFD-i. Notification of the profit 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>8.3 If any of the termination events specified at Clause 2.11 above occurs or the account holder makes an early demand for the payment of Murabahah Price before the maturity date of the deposit, the account holder agrees that the Bank is entitled to pay an amount that is less than the agreed Murabahah Price, after deducting any payment made to the account holder (where applicable), based on the following:-</p> <p>(a) If the tenure of deposit is three (3) months and below, the account holder agrees to provide a rebate (ibra') to the Bank in which case no profit shall be paid by the Bank;</p> <p>(b) If the tenure of deposit is four (4) months and above, and withdrawal is made before completion of three (3) months, the account holder agrees to provide a rebate (ibra') to the Bank in which case no profit shall be paid by the Bank;</p> <p>(c) In all other circumstances, the account holder agrees to provide a rebate (ibra') to the Bank based on the following formula:</p> <p>Rebate/Ibra' = $\text{Murabahah Price} - [(P \times t/365 \times R \times 50\%) + P]$</p> <p>Where: Murabahah Price = Principal Amount + Profit P = Principal Amount</p>	<p>8.3 If any of the termination events specified at Clause 2.10 above occurs or the account holder makes an early demand for the payment of Murabahah Price before the maturity date of the deposit, the account holder agrees that the Bank is entitled to pay an amount that is less than the agreed Murabahah Price, after deducting any payment made to the account holder (where applicable), based on the following:</p> <p>a) If the tenure of deposit is three (3) months and below, the account holder agrees to provide a rebate (ibra') to the Bank in which case no profit shall be paid by the Bank;</p> <p>b) If the tenure of deposit is four (4) months and above, and withdrawal is made before completion of three (3) months, the account holder agrees to provide a rebate (ibra') to the Bank in which case no profit shall be paid by the Bank;</p> <p>c) In all other circumstances, the account holder agrees to provide a rebate (ibra') to the Bank based on the following formula:</p> <p>Rebate/Ibra' = $\text{Murabahah Price} - [(P \times t/365 \times R \times 50\%) + P]$</p> <p>Where: Murabahah Price = Principal Amount + Profit P = Principal Amount</p>

t = Number of days based on completed months R = Profit Rate	t = Number of days based on completed months R = Profit Rate
10.3 The Bank is irrevocably allowed to debit the FCFRIA-i by giving seven (7) days prior notice to the account holder, for any sum that had been credited into the FCFRIA-i in the following situations: (i) fees, costs, expenses, charges payable howsoever incurred and/or charged for any other account, banking products, services or facilities provided by the Bank and/or CIMB Bank Berhad to the account holder;	10.3 The Bank is irrevocably allowed to debit the FCFD-i by giving seven (7) days prior notice to the account holder, for any sum that had been credited into the FCFD-i in the following situations: i. fees, costs, expenses, charges payable howsoever incurred and/or charged for any other account, banking products, services or facilities provided by the Bank and/or CIMB Bank Berhad (197201001799) to the account holder;

Thank you.

The Management
 CIMB Islamic Bank Berhad