



IMPORTANT NOTICE DATED 25 JUNE 2025

NOTICE OF AMENDMENTS TO CIMB BANK BERHAD AND CIMB ISLAMIC BANK BERHAD'S ACCOUNT(S) TERMS AND CONDITIONS

Dear Valued Customers,

The terms and conditions governing the following account(s) of CIMB Bank Berhad [197201001799] ("CIMB Bank") and CIMB Islamic Bank Berhad [200401032872] ("CIMB Islamic") have been amended and shall take effect on 16 July 2025.

CIMB Bank

- 1. Current Account
- 2. Savings Account
- 3. Fixed Deposit Account
- 4. Foreign Currency Current Account
- 5. Foreign Currency Fixed Deposit
- 6. CIMB AirAsia Savers Account

CIMB Islamic

- 1. Current Account-i
- 2. Savings Account-i
- 3. Fixed Deposit Account-i (FD-i)
- 4. Foreign Currency Current Account-i (FCCA-i)
- 5. Foreign Currency Fixed Deposit-i(FCFD-i)
- 6. Special Mudarabah Investment Account-i (SMIA-i)
- 7. Term Investment Account-i (TIA-i)
- 8. Daily Unrestricted Investment Account-i (DURIAN-i)

For ease of reference, a tabulation of the amendments/new clauses of the Terms and Conditions are set out in the table below.

Please refer to our website at www.cimb.com.my for a copy of the amended Terms & Conditions.

Thank you.

The Management CIMB Bank Berhad CIMB Islamic Bank Berhad





IMPORTANT NOTICE DATED 25 June 2025

Table: Tabulation of amended/new clauses

No	Product Name	Existing Clauses	Revision/ Amendments/ New Clauses
	CIMB Bank Berhad		
1.	Current Account		Amendments to Clause 9.1 (x) as highlighted in bold below to allow the Bank to freeze the Current account to comply with pending court applications for preservation of monies.
		9. FREEZING OF ACCOUNT	9 FREEZING OF ACCOUNT
		9.1 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 Current Account including any of these types of transactions: (a) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the Current Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Current Account ("Freezing of the Current Account") if any of these events happen:-	9.1 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 Current Account including any of these types of transactions:- (a) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the Current Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Current Account ("Freezing of the Current Account") if any of these events happen:-
		 (x) to comply with any laws, court order, pending court applications for preservation of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority. 	(x) to comply with any laws, court order, pending court applications for preservation of monies , regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.
			Amendments to Clause 10.2 iv. as highlighted in bold below to allow the Bank to close the Current Account if the account is opened for personal use but is maintained and/ used for business purposes, including but not limited to an account for an association, society or for trading purposes without prior declaration to the Bank:
		10. CLOSURE OF ACCOUNT	10. CLOSURE OF ACCOUNT
		10.2 The Bank may, with or without any prior notice, immediately suspend or close the Current Account if it falls under any of the following categories: iv. Any account that is opened for personal use but	10.2The Bank may, with or without any prior notice, immediately suspend or close the Current Account if it falls under any of the following categories:
		is maintained and/or used for business purposes, including but not limited to an account for an association, society or for trading purposes.	iv. 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 without prior declaration to the Bank.





14. RIGHT OF SET-OFF AND RIGHT OF DEBIT

14.1 The Bank may combine and consolidate the Current Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank,
14.1 The Bank may combine and consolidate the Current Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank,

account holder's liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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).

Amendments to Clause 14.3 as highlighted in bold below to give the Bank the irrevocable right to debit the Current Account immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the given situations under (i) to (x).

14.3 The Bank is irrevocably allowed to debit the Current Account 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: Amendments to Clause 14.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.

14. RIGHT OF SET-OFF AND RIGHT OF DEBIT

Current Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness is **settled.** Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

14.3 The Bank shall have the irrevocable right to debit the Current Account by (a) giving seven (7) days prior notice to the account holder; or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly, for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB





<u>Nil</u>	Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations: New sub-Clause 14.3 (x) inserted to include an additional situation where the Bank is irrevocably allowed to debit the Current Account. 14.3(x) if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.
	Amendments to Clause 14.4 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the Current Account upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet.
14.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Current Account and make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Rules").	14.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Current Account and make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Rules"). The Bank will also retain, withhold or earmark the disputed amount from the Current Account upon notice of such allegations, claims or dispute.
	Amendments to Clause 14.5 to insert in the provisions as highlighted in bold.
14.5 Pending the debit of the Current Account pursuant to Clause 14.3 and Clause 14.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the Current Account.	
Nil	Insertion of new sub-Clause 14.6 and the renumbering of the subsequent clauses.
	14.6 The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the
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		14.6 Notwithstanding Clause 14.1 and 14.3, the Bank shall be irrevocably allowed to immediately debit the Current Account 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 Current Account 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.	freezing of monies in the Current Account and/or in complying with the Paynet Rules. Renumbering of existing Clause 14.6 to Clause 14.7. Amendments to Clause 14.7 by deleting cross reference to Clause 14.1 and amendments as highlighted in bold to give the Bank the right to immediately debit the Current Account without notice for the reasons stated in Clause 14.7 below. 14.7 Notwithstanding Clause 14.3, the Bank shall have the irrevocable right to immediately debit the Current Account without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/or the provision of notice is prohibited under such legal or regulatory requirements.
			The heading of Clause 16 has been amended to 'COMMUNICATIONS AND NOTICES'
		16. CHANGE IN PARTICULARS	16. COMMUNICATIONS AND NOTICES
		<u>Nil</u>	Insertion of new sub-Clause 16.3 to facilitate the service of Court process, including summons on the account holder.
			16.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.
2.	Savings Account	7. FREEZING OF ACCOUNT	7. FREEZING OF ACCOUNT
			Amendments to Clause 7.1 (j) as highlighted in bold below to allow the Bank to freeze the Savings account to comply with pending court applications for preservation of monies.
		7.1 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 Savings Account including any of these types of transactions: (a) payment of any instruments or payment of	7.1 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 Savings Account including any of these types of transactions:- (a) payment of any instruments or payment of





any monies under or out of the Savings Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Savings Account ("Freezing of the Savings Account") if any of these events happen:-

 to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority. any monies under or out of the Savings Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Savings Account ("Freezing of the Savings Account") if any of these events happen:-

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

Amendments to Clause 12.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.

12. RIGHT OF SET-OFF AND RIGHT OF DEBIT

12.1The Bank may combine and consolidate the Savings Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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).

12. RIGHT OF SET-OFF AND RIGHT OF DEBIT

12.1The Bank may combine and consolidate the Savings Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, or in other currencies Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness is settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

Amendments to Clause 12.3 as highlighted in bold below to give the Bank the irrevocable right to debit the Savings Account immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount





12.3The Bank is irrevocably allowed to debit the Savings Account 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:

to third parties in the given situations under (i) to (x).

12.3 The Bank shall have the irrevocable right to debit the Savings Account by (a) giving seven (7) days prior notice to the account holder, or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:

Nil

New sub-Clause 12.3 (x) inserted to include as additional situation where the Bank is irrevocably allowed to debit the Savings Account.

12.3(x)if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

Amendments to Clause 12.4 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the Savings Account upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet.

12.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Savings Account and make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Rules").

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

12.5 Pending the debit of the Savings Account pursuant to Clause 12.3 and Clause 12.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the Savings Account Amendments to Clause 12.5 to insert in the provisions as highlighted in bold.

12.5 Pending the debit of the Savings Account pursuant to Clause 12.3 and Clause 12.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the Savings Account in such manner determined by the Bank at its reasonable discretion.





Insertion of new sub-Clause 12.6 and the Nil renumbering of the subsequent clauses. 12.6 The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the Savings Account and/or in complying with the Paynet Rules. Renumbering of existing Clause 12.6 to Clause 12.7. Amendments to Clause 12.7 by deleting cross reference to Clause 12.1 and amendments as highlighted in bold to give the Bank the right to immediately debit Savings Account without notice for the reasons stated in Clause 12.7 below. 12.6 Notwithstanding Clause 12.1 and 12.3, the 12.7Notwithstanding Clause 12.3, the Bank Bank shall be irrevocably allowed to shall have the irrevocable right to immediately debit the Savings Account to immediately debit the Savings Account comply with any laws, court order, regulations, without notice in order to comply with any sanctions and/or enactments or direction, laws, court orders, regulations, sanctions including that of a regulatory or enforcement and/or enactments or directions, including that **issued by** a regulatory or enforcement authority. The Bank shall not be required to authority, where immediate action by the give prior notice of the debit of the Savings Account to the account holder if (i) such laws, Bank is required and/ or the provision of court order, regulations, sanctions and/or notice is prohibited under such legal or enactments or direction prohibits the giving of regulatory requirements. such notice, or (ii) where immediate action is required by the Bank. The heading of Clause 14 has been amended to 'COMMUNICATIONS AND NOTICES'. **14. COMMUNICATIONS AND NOTICES 14. CHANGE IN PARTICULARS** Insertion of new sub-Clause 14.3 to facilitate the service of Court process, including summons on Nil the account holder. 14.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.





8. FREEZING OF FD ACCOUNT

3. Fixed Deposit Account

Amendments to Clause 8.1 (x) as highlighted in bold below to allow the Bank to freeze the FD Account to comply with pending court applications for preservation of monies.

8. FREEZING OF FD ACCOUNT

8.1 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 FD Account including any of these types of transactions:- (a) payment of any monies under or out of the FD Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FD Account ("Freezing of the FD Account") if any of these events happen:-

- to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.
- 8.1The 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 FD Account including any of these types of transactions:- (a) payment of any monies under or out of the FD Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FD Account ("Freezing of the FD Account") if any of these events happen:-
- x. to comply with any laws, court order, pending court application for preservation of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

Amendments to Clause 11.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.

11. RIGHT OF SET-OFF AND RIGHT OF DEBIT

11.1The Bank may combine and consolidate the FD Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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

11. RIGHT OF SET-OFF AND RIGHT OF DEBIT

11.1The Bank may combine and consolidate the FD Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until Indebtedness is settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full





settlement of the Indebtedness (as the case settlement of the Indebtedness (as the case may be). may be). Amendments to Clause 11.3 as highlighted in bold below to give the Bank the irrevocable right to debit the FD Account immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly in the given situations under Clause 11.3(i) to (iv). 11.3The Bank is irrevocably allowed to debit the 11.3 The Bank is irrevocably allowed to debit the FD Account by giving (a) seven (7) days prior notice to the account holder, or (b) FD Account by giving seven (7) days prior notice to the account holder, for any sum immediately without giving prior notice to that had been credited into the FD account the account holder, where the Bank, in its in the following situations: sole discretion, deems it necessary to act promptly, for any sum that had been credited into the FD account in the following situations: New sub-Clause 11.3 (iv) inserted to include an additional situation where the Bank is irrevocably allowed to debit the FD Account. 11.3(iv) if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Nil Government of Malaysia or any other statutory or governmental authorities. Amendments to Clause 11.4 as highlighted in bold below to give the Bank the irrevocable right to debit the FD Account immediately without giving prior notice to the account holder upon the upliftment of the FD Account by the account holder and/or on the maturity of the FD Account, whichever shall be the earlier, where the Bank in its sole discretion deems it necessary to act promptly in the given situations under Clause 11.4 (i) to (vi) 11.4 In addition to the authority given under 11.4In addition to the authority given under Clause Clause 11.3, the Bank may by giving seven 11.3, the Bank shall have the irrevocable (7) days prior notice to the account holder right to debit the FD Account by (a) giving also debit the FD Account upon the seven (7) days prior notice to the account upliftment of the FD Account by the account holder; or (b) immediately without giving prior notice to the accountholder where the holder and/or on the maturity of the FD Bank, in its sole discretion, deems it Account, whichever shall be the earlier, for necessary to act promptly, upon the the purpose of making any payment, upliftment of the FD Account by the account repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and holder and/or on the maturity of the FD for making payment and/or repayment of the Account, whichever shall be the earlier, for the relevant amount to third parties in the purpose of making any payment, repayment following situations: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:-





Amendments to Clause 11.5 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the FD Account upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet. 11.5 In respect of any transactions made through 11.5In respect of any transactions made through channels operated by Payments Network channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Savings the Bank is authorised to debit the FD Account Account and make refunds in accordance with and make refunds in accordance with Paynet's prevailing guidelines and terms Paynet's prevailing guidelines and terms ("Paynet Rules"). ("Paynet Rules"). The Bank will also retain, withhold or earmark the disputed amount from the FD Account upon notice of such allegations, claims or dispute. Amendments to Clause 11.6 to insert in the provisions as highlighted in bold. 11.6 Pending the debit of the FD Account and/or 11.6 Pending the debit of the FD Account and/or the upliftment of the FDs pursuant to Clause the upliftment of the FDs pursuant to Clause 11.3. 11.4 and 11.5. the Bank shall have the 11.3. 11.4. and Clause 11.5 the Bank shall right to retain, withhold, earmark or to freeze all have the right to retain, withhold, earmark or monies in the FD Account. to freeze all monies in the FD Account in such manner determined by the Bank at its reasonable discretion. Insertion of new sub-Clause 11.7 and the renumbering of the subsequent clauses. 11.7 The Bank shall not be liable to the account Nil holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the FD Account and/or in complying with the Paynet Rules. Renumbering of existing Clause 11.7 to Clause 11.8. Amendments to Clause 11.8 by deleting cross reference to Clause 11.1, 11.4 and 11.5 and amendments as highlighted in bold to give the Bank the right to immediately debit the FD Account without notice for the reasons stated in Clause 11.8 below.





		11.7 Notwithstanding Clause 11.1, 11.3, 11.4 and 11.5, the Bank shall be irrevocably allowed to immediately debit the FD Account and/or uplift the FDs 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 Account and/or upliftment of the FDs 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.	11.8 Notwithstanding Clause 11.3, the Bank shall have the irrevocable right to immediately debit the FD Account and/or uplift the FDs without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under legal or regulatory requirements.
			The heading of Clause 13 has been amended to 'COMMUNICATIONS AND NOTICES'
		13. CHANGE IN PARTICULARS	13. COMMUNICATIONS AND NOTICES
			Insertion of new sub-Clause 13.3 to facilitate the service of Court process, including summons on the account holder.
		<u>Nil</u>	13.3. Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.
4.	Foreign Currency	6. FREEZING OF FCCA	6. FREEZING OF FCCA
7.	Current Account (FCCA)		Amendments to Clause 6.1 (j) as highlighted in bold below to allow the Bank to freeze the FCCA to comply with pending court applications for preservation of monies.
		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 ("Freezing of the FCA") if any of these events happens: -	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 ("Freezing of the FCCA") if any of these events happens: -
		(j) to comply with any laws, court order, regulations, sanctions and/or enactments or	(j) to comply with any laws, court order, pending court applications for preservation of monies, regulations, sanctions and/or





direction of a regulatory or enforcement authority.

enactments or direction of a regulatory or enforcement authority.

Amendments to Clause 11.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the FCCA in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.

<u>CLAUSE 11. RIGHT OF SET-OFF AND RIGHT</u> OF DEBIT

11.1The Bank may combine and consolidate the FCCA and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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).

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 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:

CLAUSE 11. RIGHT OF SET-OFF AND RIGHT OF DEBIT

11.1The Bank may combine and consolidate the FCCA and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until Indebtedness is settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

Amendments to Clause 11.3 as highlighted in bold below to give the Bank the irrevocable right to debit the FCCA immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the given situations under (i) to (x).

11.3The Bank shall have the irrevocable right to debit the FCCA by (a) giving seven (7) days prior notice to the account holder or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly, for the purpose of making any payment, repayment and/or reimbursement to





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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: additional situation where the Bank is irrevocably allowed to debit the FCCA. 11.3(x)if required by any laws, rules, regulations or directives, Bank Negara Nil Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities. Amendments to Clause 11.4 to insert in the provisions as highlighted in bold. 11.4 Pending the debit of the FCCA pursuant to 11.4 Pending the debit of the FCCA pursuant to Clause 11.3, the Bank shall have the right to Clause 11.3, the Bank shall have the right to retain, withhold, earmark or to freeze all retain, withhold, earmark or to freeze all monies in the FCCA monies in the FCCA in such manner determined by the Bank at its reasonable discretion. Insertion of new sub-Clause 11.5 and the renumbering of the subsequent clauses. Nil 11.5 The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the FCCA. Renumbering of existing Clause 11.5 to Clause 11.6. Amendments to Clause 11.6 by deleting

> 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.

New sub-Clause 11.3 (x) inserted to include an

cross reference to Clause 11.1 and amendments as highlighted in bold to give the Bank the right to immediately debit the FCCA without notice for the reasons stated in Clause 11.6 below.

11.6 Notwithstanding Clause 11.3, the Bank shall have the irrevocable right to immediately debit the FCCA without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under such legal or regulatory requirements.





		13. CHANGE IN PARTICULARS Nii	The heading of Clause 13 has been amended to 'COMMUNICATIONS AND NOTICES'. 13. COMMUNICATIONS AND NOTICES Insertion of new sub-Clause 13.3 to facilitate the service of Court process, including summons on the account holder. 13.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.
3.	Foreign Currency Fixed Deposit (FCFD)	7. FREEZING OF FCFD ACCOUNT 7.1 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 FCFD including the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FCFD ("Freezing of the FCFD") if any of these events happens: - (j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.	Amendments to Clause 7.1 (i) as highlighted in bold below to allow the Bank to freeze the FCFD to comply with pending court applications for preservation of monies. 7. FREEZING OF FCFD ACCOUNT 7.1 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 FCFD including the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FCFD ("Freezing of the FCFD") if any of these events happens: - (j) to comply with any laws, court order, pending court applications for preservation of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority. Amendments to Clause 12.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the FCFD in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled. 12. RIGHT OF SET-OFF AND RIGHT OF DEBIT
		12.1 The Bank may combine and consolidate the FCFD Account and any other accounts of	12.1 The Bank may combine and consolidate the FCFD Account and any other accounts of the





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the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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).

account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness is settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

12.3 The Bank is irrevocably allowed to debit the FCFD Account 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:

Amendments to Clause 12.3 as highlighted in bold below to give the Bank the irrevocable right to debit the FCFD immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly in the given situations under Clause 12.3 (i) to (iv).

12.3 The Bank shall have the irrevocably right to debit the FCFD Account by giving (a) seven (7) days prior notice to the account holder, or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly, for any sum that had been credited into the FCFD in the following situations:

New sub-Clause 12.3(iv) inserted to include an additional situation where the Bank is irrevocably allowed to debit the FCFD:

12.3(iv)if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

Amendments to Clause 12.4 as highlighted in bold below to give the Bank the irrevocable right to debit the FCFD immediately without giving prior notice to the account holder upon the upliftment of the FCFD by the account holder and/or on the maturity of the FCFD, whichever shall be the earlier, where the Bank in its sole discretion deems it necessary to act promptly in the given situations under Clause 12.4 (i) to (vi).

Nil





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:

12.4 In addition to the authority given under Clause 12.3. the Bank shall have the irrevocable right to debit the FCFD by (a) giving seven (7) days prior notice to the account holder; or (b) immediately without giving prior notice to the account holder where the Bank, in its sole discretion, deems it necessary to act promptly, 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:

12.5 Pending the debit of the FCFD Account pursuant to Clause 12.3 and Clause 12.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCFD Account

Amendments to Clause 12.5 to insert in the provisions as highlighted in bold.

12.5 Pending the debit of the FCFD Account pursuant to Clause 12.3 and Clause 12.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCFD Account in such manner determined by the Bank at its reasonable discretion.

Nil

Insertion of new sub-Clause 12.6 and the renumbering of the subsequent clauses.

12.6The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the FCFD.

Renumbering of existing Clause 12.6 to Clauses 12.7. Amendments to Clause 12.7 by deleting cross reference to Clause 12.1 and 12.4 and amendments as highlighted in bold to give the Bank the right to immediately debit the FCFD without notice for the reasons stated in Clause 12.7 below.

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

12.7Notwithstanding Clause 12.3, the Bank shall have the irrevocable right to immediately debit the FCFD and/or uplift the FCFD without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement





		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.	authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under such legal or regulatory requirements.
			The heading of Clause 14 has been amended to 'COMMUNICATIONS AND NOTICES'.
		14. CHANGE IN PARTICULARS	14. COMMUNICATIONS AND NOTICES
		<u>Nil</u>	Insertion of new sub-Clause 14.3 to facilitate the service of Court process, including summons on the account holder.
			14.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.
5.	CIMB AirAsia Savers Account		Amendments to Clause 7.1 (j) as highlighted in bold below to allow the Bank to freeze the Savings Account to comply with pending court applications for preservation of monies.
		7. FREEZING OF ACCOUNT	7. FREEZING OF ACCOUNT
		7.1 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 Savings Account including any of these types of transactions:- (a) payment of any instruments or payment of any monies under or out of the Savings Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Savings Account ("Freezing of the Savings Account") if any of these events happen:-	7.1 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 Savings Account including any of these types of transactions:- (a) payment of any instruments or payment of any monies under or out of the Savings Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Savings Account ("Freezing of the Savings Account") if any of these events happen:-
		(j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.	(j) to comply with any laws, court order, pending court applications for preservations of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.
			Amendments to Clause 12.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Savings Account in such manner





12. RIGHT OF SET-OFF AND RIGHT OF DEBIT

12.1The Bank may combine and consolidate the Savings Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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).

12.3 The Bank is irrevocably allowed to debit the Savings Account 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: determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.

12. RIGHT OF SET-OFF AND RIGHT OF DEBIT

12.1 The Bank may combine and consolidate the Savings Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future. actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness is settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

Amendments to Clause 12.3 as highlighted in bold below to give the Bank the irrevocable right to debit the Savings Account immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the given situations under (i) to (x).

12.3 The Bank shall have the irrevocable right to debit the Savings Account by (a) giving seven (7) days prior notice to the account holder, or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:

New sub-Clause 12.3 (x) inserted to include an additional situation where the Bank is irrevocably allowed to debit the Savings Account.





<u>Nil</u>	12.3(x)if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.
	Amendments to Clause 12.4 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the Savings Account upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet.
12.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Savings Account and make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Rules").	12.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Savings Account and make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Rules"). The Bank will also retain, withhold or earmark the disputed amount from the Savings Account upon notice of such allegations, claims or dispute.
	Amendments to Clause 12.5 to insert in the provisions as highlighted in bold.
12.5 Pending the debit of the Savings Account pursuant to Clause 12.3 and Clause 12.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the Savings Account	12.5 Pending the debit of the Savings Account pursuant to Clause 12.3 and Clause 12.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the Savings Account in such manner determined by the Bank at its reasonable discretion.
	Insertion of new sub-Clause 12.6 and the renumbering of the subsequent clauses.
<u>Nil</u>	12.6 The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the Savings Account and/or in complying with the Paynet Rules.
	Renumbering of existing Clause 12.6 to Clause 12.7. Amendments to Clause 12.7 by deleting cross reference to Clause 12.1 and amendments as highlighted in bold to give the Bank the right to immediately debit the Savings Account without notice for the reasons stated in Clause 12.7 below.





		12.6 Notwithstanding Clause 12.1 and 12.3, the Bank shall be irrevocably allowed to immediately debit the Savings Account 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 Savings Account 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.	12.7 Notwithstanding Clause 12.3, the Bank shall have the irrevocable right to immediately debit the Savings Account without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under such legal or regulatory requirements.
			The heading of Clause 14 has been amended to 'COMMUNICATIONS AND NOTICES'.
		14. CHANGE IN PARTICULARS	14. COMMUNICATIONS AND NOTICES
			Insertion of new sub-Clause 14.3 to facilitate the service of Court process, including summons on the account holder.
		Nil	14.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.
	CIMB Islamic Bank B	⊥ Berhad	
1.	Current Account-i	10. FREEZING OF ACCOUNT	Amendments to Clause 10.1 (x) as highlighted in bold below to allow the Bank to freeze the Current Account-i to comply with pending court applications for preservation of monies. 10. FREEZING OF ACCOUNT
		10.1The 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 Current Accountincluding any of these types of transactions: (a) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the Current Account-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Current Account-i; if any	10.1 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 Current Accountincluding any of these types of transactions: (a) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the Current Account-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Current Account-i ("Exercipa of the Current Account-i

("Freezing of the Current Account-i") if any

of these events happen:-

Account-i ("Freezing of the Current Account-

i") if any of these events happen:-





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

Amendments to Clause 10.2 iv. as highlighted in bold below to allow the Bank to close the Current Account if the account is opened for personal use but is maintained and/used for business purposes, including but not limited to an account for an association, society or for trading purposes without prior declaration to the Bank:

11. CLOSURE OF ACCOUNT

- 11.2 The Bank may, with or without any prior notice, immediately suspend or close the Current Account if it falls under any of the following categories:
- iv. 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.

11. CLOSURE OF ACCOUNT

- 11.2The Bank may, with or without any prior notice, immediately suspend or close the Current Account if it falls under any of the following categories:
- iv. 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 without prior declaration to the Bank.

Amendments to Clause 15.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.

15. RIGHT OF SET-OFF AND RIGHT OF DEBIT

15.1The Bank may combine and consolidate the Current Account-i and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In the even the account holder fails to settle the Indebtedness with the Bank upon the expiry of the said seven (7) calendar days notification,

15. RIGHT OF SET-OFF AND RIGHT OF DEBIT

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





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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).

settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

Amendments to Clause 15.3 as highlighted in bold below to give the Bank the irrevocable right to debit the Current Account-i immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the given situations under (i) to (x).

15.3 The Bank is irrevocably allowed to debit the Current Account-i 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: 15.3 The Bank shall have the irrevocable right to debit the Current Account-i by (a) giving seven (7) days prior notice to the account holder; or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly, for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:

New sub-Clause 15.3 (x) inserted to include an additional situation where the Bank is irrevocably allowed to debit the Current Account-i.

15.3(x) if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

Amendments to Clause 15.4 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the Current Account-i upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet.

15.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction,

15.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction,

<u>Nil</u>





the Bank is authorised to debit the Current the Bank is authorised to debit the Current Account-i and make refunds in accordance Account-i and make refunds in accordance with Paynet's prevailing guidelines and terms with Paynet's prevailing guidelines and terms ("Paynet Rules"). ("Paynet Rules"). The Bank will also retain, withhold or earmark the disputed amount from the Current Account-i upon notice of such allegations, claims or dispute. Amendments to Clause 15.5 to insert in the provisions as highlighted in bold. 15.5 Pending the debit of the Current Account-i 15.5 Pending the debit of the Current Account-i pursuant to Clause 15.3 and Clause 15.4, the pursuant to Clause 15.3 and Clause 15.4, the Bank shall have the right to retain, withhold, Bank shall have the right to retain, withhold, earmark or to freeze all monies in the Current earmark or to freeze all monies in the Current Account-i. Account-i in such manner determined by the Bank at its reasonable discretion. Insertion of new sub-Clause 15.6 and the renumbering of the subsequent clauses. Nil 15.6 The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the Current Account-i and/or in complying with the Paynet Rules. Renumbering of existing Clause 15.6 to Clause 15.7. Amendments to Clause 15.7 by deleting cross reference to Clause 15.1 and amendments as highlighted in bold to give the Bank the right to immediately debit the Current Account-i without notice for the reasons stated in Clause 15.7 below. 15.6 Notwithstanding Clause 15.1 and 15.3, the 15.7 Notwithstanding Clause 15.3, the Bank shall have the irrevocable right to Bank shall be irrevocably allowed to immediately debit the Current Account-i to immediately debit the Current Account-i comply with any laws, court order, regulations, without notice in order to comply with any sanctions and/or enactments or direction, laws, court orders, regulations, sanctions and/or enactments or directions, including including that of a regulatory or enforcement that issued by a regulatory or enforcement authority. The Bank shall not be required to authority, where immediate action by the give prior notice of the debit of the Current

The heading of Clause 17 has been amended to COMMUNICATIONS AND NOTICES'

Bank is required and/or the provision of

notice is prohibited under such legal or

17. COMMUNICATIONS AND NOTICES

regulatory requirements.

required by the Bank.

Account-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





			Insertion of new sub-Clause 17.3 to facilitate the service of Court process, including summons on the account holder.
		<u>Nil</u>	17.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.
2.	Savings Account-i	10. FREEZING OF ACCOUNT	10. FREEZING OF ACCOUNT
			Amendments to Clause 10.1 (j) as highlighted in bold below to allow the Bank to freeze the Savings Account-i to comply with pending court applications for preservation of monies.
		10.1 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 Savings Accountincluding any of these types of transactions: (a) payment of any instruments or payment of any monies under or out of the Savings Account-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Savings Account-i ("Freezing of the Savings Account-i") if any of these events happen:-	10.1 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 Savings Accountincluding any of these types of transactions: (a) payment of any instruments or payment of any monies under or out of the Savings Account-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the Savings Account-i ("Freezing of the Savings Account-i") if any of these events happen:-
		 (j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority. 	 (j) to comply with any laws, court order, pending court application for preservation of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.
			Amendments to Clause 15.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.
		15. RIGHT OF SET-OFF AND RIGHT OF DEBIT	15. RIGHT OF SET-OFF AND RIGHT OF DEBIT
		15.1The Bank may combine and consolidate the Savings Account-i and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer	15.1The Bank may combine and consolidate the Savings Account-i and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer





any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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).

any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, joint, or in other currencies Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness is settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

15.3The Bank is irrevocably allowed to debit the Savings Account-i 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:

Amendments to Clause 15.3 as highlighted in bold below to give the Bank the irrevocable right to debit the Savings Account-i immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the given situations under (i) to (x).

15.3The Bank shall have the irrevocable right to debit the Savings Account-i by (a) giving seven (7) days prior notice to the account holder, or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:

New sub-Clause 15.3 (x) inserted to include as additional situation where the Bank is irrevocably allowed to debit the Savings Account-i.

15.3(x)if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

Amendments to Clause 15.4 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount

Nil





from the Savings Account-i upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet. 15.4 In respect of any transactions made through **15.4** In respect of any transactions made through channels operated by Payments Network channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Savings the Bank is authorised to debit the Savings Account-i and make refunds in accordance Account-i and make refunds in accordance with Paynet's prevailing guidelines and terms with Paynet's prevailing guidelines and terms ("Paynet Rules"). ("Paynet Rules"). The Bank will also retain, withhold or earmark the disputed amount from the Savings Account-i upon notice of such allegations, claims or dispute. Amendments to Clause 15.5 to insert in the provisions as highlighted in bold. 15.5 Pending the debit of the Savings Account-i 15.5 Pending the debit of the Savings Account-i pursuant to Clause 15.3 and Clause 15.4, the pursuant to Clause 15.3 and Clause 15.4, the Bank shall have the right to retain, withhold, Bank shall have the right to retain, withhold, earmark or to freeze all monies in the Savings earmark or to freeze all monies in the Savings Account-i Account-i in such manner determined by the Bank at its reasonable discretion. Insertion of new sub-Clause 15.6 and the renumbering of the subsequent clauses. 15.6 The Bank shall not be liable to the account Nil holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the Savings Account-i and/or in complying with the Paynet Rules. Renumbering of existing Clause 15.6 to Clause 15.7. Amendments to Clause 15.7 by deleting cross reference to Clause 15.1 and amendments as highlighted in bold to give the Bank the right to immediately debit Savings Account-i without notice for the reasons stated in Clause 15.7 below. 15.7 Notwithstanding Clause 15.3, the Bank shall have the irrevocable right to 15.6 Notwithstanding Clause 15.1 and 15.3, the immediately debit the Savings Account-i Bank shall be irrevocably allowed to without notice in order to comply with any

immediately debit the Savings Account-i to

laws, court orders, regulations, sanctions





comply with any laws, court order, regulations, and/or enactments or directions, including sanctions and/or enactments or direction, that **issued by** a regulatory or enforcement including that of a regulatory or enforcement authority, where immediate action by the authority. The Bank shall not be required to Bank is required and/ or the provision of give prior notice of the debit of the Savings notice is prohibited under such legal or Account-i to the account holder if (i) such laws, regulatory requirements. 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. The heading of Clause 17 has been amended to 'COMMUNICATIONS AND NOTICES'. **17. CHANGE IN PARTICULARS** 17. COMMUNICATIONS AND NOTICES Insertion of new sub-Clause 17.3 to facilitate the service of Court process, including summons on the account holder. 17.3 Any demand or any court process Nil (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately. 3. Fixed Deposit-i Amendments to Clause 11.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled. 11. RIGHT OF SET-OFF AND RIGHT OF DEBIT 11. RIGHT OF SET-OFF AND RIGHT OF DEBIT 11.1The Bank may combine and consolidate the 11.1The Bank may combine and consolidate the FD-i and any other accounts of the account FD-i and any other accounts of the account holder maintained with the Bank ('the holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards credit balance in the Accounts in or towards the satisfaction of any of the account holder's the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, to the Bank are actual, contingent, primary, collateral, several, joint, or in other currencies contingent, primary, collateral, several, joint, ('the Indebtedness') by giving the account or in other currencies ('the Indebtedness') by holder seven (7) calendar days prior notice. giving the account holder seven (7) calendar Pending the exercise of the Bank's rights, the days prior notice. Pending the exercise of the Bank may retain, withhold, earmark or to Bank's rights, the Bank may retain, withhold, freeze all monies in the Accounts. In the even earmark or freeze monies in the Accounts in the account holder fails to settle the such manner determined by the Bank at its discretion Indebtedness with the Bank upon the expiry of reasonable until the said seven (7) calendar days notification, Indebtedness is settled. Upon the expiry of

the Bank shall be entitled to set off the entire

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). Amendments to Clause 11.3 as highlighted in bold below to give the Bank the irrevocable right to debit the FD-i immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly in the given situations under Clause 11.3(i) to (iv). 11.3 The Bank is irrevocably allowed to debit the 11.3The Bank is irrevocably allowed to debit the FD-i by giving seven (7) days prior notice to FD-i by giving (a) seven (7) days prior notice the account holder, for any sum that had to the account holder, or (b) immediately been credited into the FD-i in the following without giving prior notice to the account holder, where the Bank, in its sole situations: discretion, deems it necessary to act promptly, for any sum that had been credited into the FD-i in the following situations: New sub-Clause 11.3 (vii) inserted to include an additional situation where the Bank is irrevocably allowed to debit the FD-i. 11.3(vii) if required by any laws, rules, regulations or directives. Bank Negara Nil Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities. Amendments to Clause 11.4 as highlighted in bold below to give the Bank the irrevocable right to debit the FD-i immediately without giving prior notice to the account holder 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, where the Bank in its sole discretion deems it necessary to act promptly in the given situations under Clause 11.4 (i) to (vi). 11.4 In addition to the authority given under 11.4In addition to the authority given under Clause Clause 11.3, the Bank may by giving seven 11.3, the Bank shall have the irrevocable (7) days prior notice to the account holder right to debit the FD-i by (a) giving seven (7) days prior notice to the account holder; or (b) also debit the FD-i upon the upliftment of the immediately without giving prior notice to FD-i by the account holder and/or on the maturity of the FD-i, whichever shall be the the accountholder where the Bank, in its earlier, for the purpose of making any sole discretion, deems it necessary to act promptly, upon the upliftment of the FD-i by payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank the account holder and/or on the maturity of Berhad and for making payment and/or the FD-i, whichever shall be the earlier, for the repayment of the relevant amount to third purpose of making any payment, repayment parties in the following situations:and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making

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).

payment and/or repayment of the relevant





amount to third parties in the following situations:-Amendments to Clause 11.5 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the FD-i upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet. 11.5 In respect of any transactions made through 11.5In respect of any transactions made through channels operated by Payments Network channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Savings the Bank is authorised to debit the FD-i and Account and make refunds in accordance with make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Paynet's prevailing guidelines and terms ("Paynet Rules"). Rules"). The Bank will also retain, withhold or earmark the disputed amount from the FD-i upon notice of such allegations, claims or dispute. Amendments to Clause 11.6 to insert in the provisions as highlighted in bold. 11.6 Pending the debit of the FD-i and/or the 11.6 Pending the debit of the FD-i and/or the upliftment of the FD-Is pursuant to Clause upliftment of the FD-Is pursuant to Clause 11.3, 11.4 and 11.5, the Bank shall have the 11.3, 11.4, and Clause 11.5 the Bank shall right to retain, withhold, earmark or to freeze all have the right to retain, withhold, earmark or monies in the FD-i. to freeze all monies in the FD-i in such manner determined by the Bank at its reasonable discretion. Insertion of new sub-Clause 11.7 and the renumbering of the subsequent clauses. 11.7 The Bank shall not be liable to the account Nil holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the FD-i and/or in complying with the Paynet Rules. Renumbering of existing Clause 11.7 to Clause 11.8. Amendments to Clause 11.8 by deleting cross reference to Clause 11.1, 11.4 and 11.5 and amendments as highlighted in bold to give the Bank the right to immediately debit the FD-i without notice for the reasons stated in Clause 11.8 below.





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.

11.8 Notwithstanding Clause 11.3, the Bank shall have the irrevocable right to immediately debit the FD-i and/or uplift the FD-i without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under legal or regulatory requirements.

The heading of Clause 16 has been amended to 'COMMUNICATIONS AND NOTICES'

16. CHANGE IN PARTICULARS

Nil

16. COMMUNICATIONS AND NOTICES

Insertion of new sub-Clause 16.3 to facilitate the service of Court process, including summons on the account holder.

16.3Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.

Amendments to Clause 24.1 j) as highlighted in bold below to allow the Bank to freeze the FD-i to comply with pending court applications for preservation of monies.

24. FREEZING OF FD-i

- 24.1The Bank is allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instructin or transaction under the FD-i including any of these types of transactions:- (a) payment of any monies under or out of the FD-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FD-i ("Freezing of the FD-i") if any of these events happen:-
- to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

24. FREEZING OF FD-i

- 24.1The 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 FD-i including any of these types of transactions:- (a) payment of any monies under or out of the FD-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FD-i ("Freezing of the FD-i") if any of these events happen:-
- j) to comply with any laws, court order, pending court application for preservation of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.





4.	Foreign Currency	7. FREEZING OF FCCA-i	7. FREEZING OF FCCA-i
			Amendments to Clause 7.1 (j) as highlighted in bold below to allow the Bank to freeze the FCCA-I to comply with pending court applications for preservation of monies.
		7.1 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-i including any of these types of transactions: (a) payment of any instruments or payment of any monies under or out of the FCCA-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FCCA-i ("Freezing of the FCCA-i") if any of these events happens: -	7.1 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-i including any of these types of transactions: - (a) payment of any instruments or payment of any monies under or out of the FCCA-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and/or for credit into the FCCA-i ("Freezing of the FCCA-i") if any of these events happens: -
		(j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.	(j) to comply with any laws, court order, pending court applications for preservation of monies , regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.
			Amendments to Clause 12.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the FCCA-I in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.
		CLAUSE 12. RIGHT OF SET-OFF AND RIGHT OF DEBIT	CLAUSE 12. RIGHT OF SET-OFF AND RIGHT OF DEBIT
		12.1 The Bank may combine and consolidate the FCCA-i and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In the even the account holder fails to settle the Indebtedness with the Bank upon the expiry of the said seven (7) calendar days	12.1The Bank may combine and consolidate the FCCA-i and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present , future , actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness is settled. Upon the expiry of





notification, the Bank shall be entitled to set the said seven (7) calendar days notification, off the entire credit balance from the the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the Accounts or up to the amount of the Indebtedness for partial or full settlement of amount of the Indebtedness for partial or full the Indebtedness (as the case may be). settlement of the Indebtedness (as the case Amendments to Clause 12.3 as highlighted in bold below to give the Bank the irrevocable right to debit the FCCA-I immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the given situations under (i) to (x). 12.3The Bank is irrevocably allowed to debit the 12.3The Bank shall have the irrevocable right to debit the FCCA-i by (a) giving seven (7) days FCCA-i by giving seven (7) days prior notice prior notice to the account holder or (b) to the account holder for the purpose of immediately without giving prior notice to making any payment, repayment and/or reimbursement to the Bank and/or CIMB the account holder, where the Bank, in its sole discretion, deems it necessary to act Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to promptly, for the purpose of making any third parties in the following situations: 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: New sub-Clause 12.3 (x) inserted to include an additional situation where the Bank is irrevocably allowed to debit the FCCA-i. 12.3(x)if required by any laws, rules, regulations or directives, Bank Negara Nil Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities. Amendments to Clause 12.4 to insert in the provisions as highlighted in bold. 12.4 Pending the debit of the FCCA-i pursuant to Clause 12.3, the Bank shall have the right to 12.4 Pending the debit of the FCCA-i pursuant to retain, withhold, earmark or to freeze all Clause 12.3, the Bank shall have the right to monies in the FCCA-I retain, withhold, earmark or to freeze all monies in the FCCA-i in such manner determined by the Bank at its reasonable discretion. Nil Insertion of new sub-Clause 12.5 and the renumbering of the subsequent clauses. 12.5 The Bank shall not be liable to the account holder for any claim, loss, damages,





		12.5 Notwithstanding Clause 12.1 and 12.3, the Bank shall be irrevocably allowed to immediately debit the FCCA-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 FCCA-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. 14. CHANGE IN PARTICULARS	penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the FCCA-i Renumbering of existing Clause 12.5 to Clause 12.6. Amendments to Clause 12.6 by deleting cross reference to Clause 12.1 and amendments as highlighted in bold to give the Bank the right to immediately debit the FCCA-i without notice for the reasons stated in Clause 12.3, the Bank shall have the irrevocable right to immediately debit the FCCA-i without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under such legal or regulatory requirements. The heading of Clause 14 has been amended to 'COMMUNICATIONS AND NOTICES'. 14. COMMUNICATIONS AND NOTICES Insertion of new sub-Clause 14.3 to facilitate the service of Court process, including summons on the account holder.
			14.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.
5.	FC Fixed Deposit-i (FCFD-i)		Amendments to Clause 10.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the FCFD-i in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.





10. RIGHT OF SET-OFF AND RIGHT OF DEBIT

10.1The Bank may combine and consolidate the FCFD-i and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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).

10.3The Bank is irrevocably allowed to debit the FCFD-i Account 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:

Nil

10. RIGHT OF SET-OFF AND RIGHT OF DEBIT

10.1 The Bank may combine and consolidate the FCFD-i and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness is settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

Amendments to Clause 10.3 as highlighted in bold below to give the Bank the irrevocable right to debit the FCFD-i immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly in the given situations under Clause 10.3 (i) to (iv).

10.3 The Bank shall have the irrevocably right to debit the FCFD-i Account by giving (a) seven (7) days prior notice to the account holder, or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly, for any sum that had been credited into the FCFD-i in the following situations:

New sub-Clause 10.3(x) inserted to include an additional situation where the Bank is irrevocably allowed to debit the FCFD-i:

10.3(x) if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

Amendments to Clause 10.4 to insert in the provisions as highlighted in bold.





	10.4 Pending the debit of the FCFD-i Account pursuant to Clause 10.3, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCFD-i Account	10.4Pending the debit of the FCFD-i Account pursuant to Clause 10.3, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the FCFD-I Account in such manner determined by the Bank at its reasonable discretion.
	<u>Nil</u>	Insertion of new sub-Clause 10.5 and the renumbering of the subsequent clauses. 10.5The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the FCFD-i.
		Renumbering of existing Clause 10.6 to Clauses 10.7. Amendments to Clause 10.7 by deleting cross reference to Clause 10.1 and 10.4 and amendments as highlighted in bold to give the Bank the right to immediately debit the FCFD-i without notice for the reasons stated in Clause 10.7 below.
	10.6 Notwithstanding Clause 10.1 and 10.3, the Bank shall irrevocably be allowed to immediately debit the FCFD-i and/or uplift the FCFD-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 FCFD-i and/or the upliftment of the FCFD-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.	10.7 Notwithstanding Clause 10.3, the Bank shall have the irrevocable right to immediately debit the FCFD-I and/or uplift the FCFD-I without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under such legal or regulatory requirements.
	12. CHANGE IN PARTICULARS	The heading of Clause 12 has been amended to COMMUNICATIONS AND NOTICES'. 12. COMMUNICATIONS AND NOTICES Insertion of new sub-Clause 12.3 to facilitate the
	<u>Nil</u>	service of Court process, including summons on the account holder. 12.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address





last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately. Amendments to Clause 20.1 (j) as highlighted in bold below to allow the Bank to freeze the FCFD-i to comply with pending court applications for preservation of monies. 20. FREEZING OF THE FOREIGN CURRENCY 20. FREEZING OF THE FOREIGN CURRENCY **FIXED DEPOSIT ACCOUNT-i** FIXED DEPOSIT ACCOUNT-i 20.1 The Bank is allowed, without having to give the 20.1 The Bank is allowed, without having to give account holder any prior notice, to refrain from the account holder any prior notice, to refrain from effecting or carrying out any instruction or effecting or carrying out any instruction or transaction under the FCFD-i including the transaction under the FCFD-i including the acceptance of any monies or deposits or acceptance of any monies or deposits or cheques or any other instruments for collection cheques or any other instruments for collection and/or for credit into the FCFD-i ("Freezing of and/or for credit into the FCFD-i ("Freezing of the FCFD-i") if any of these events happens: the FCFD-i") if any of these events happens: -(j) to comply with any laws, court order, (j) to comply with any laws, court order, pending regulations, sanctions and/or enactments or court applications for preservation of regulations, sanctions direction of a regulatory or enforcement monies. and/or enactments or direction of a regulatory or authority. enforcement authority. Special Mudarabah Amendments to Clause 14.1 as highlighted in bold 6. Investment Account-i below to specifically cover the account holder's (SMIA-i) present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled. 14. RIGHT OF SET-OFF AND RIGHT OF DEBIT 14. RIGHT OF SET-OFF AND RIGHT OF DEBIT 14.1The Bank may combine and consolidate the 14.1The Bank may combine and consolidate the SMIA-i and any other accounts of the account SMIA-i and any other accounts of the account holder maintained with the Bank ('the holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards credit balance in the Accounts in or towards the satisfaction of any of the account holder's the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, to the Bank are present, future, actual, collateral, several, joint, or in other currencies contingent, primary, collateral, several, joint, ('the Indebtedness') by giving the account or in other currencies ('the Indebtedness') by holder seven (7) calendar days prior notice. giving the account holder seven (7) calendar Pending the exercise of the Bank's rights, the days prior notice. Pending the exercise of 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,

until

Bank's rights, the Bank may retain, withhold,

earmark or freeze monies in the Accounts in

such manner determined by the Bank at its

Indebtedness is settled. Upon the expiry of

discretion

reasonable





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).

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).

Amendments to Clause 14.3 as highlighted in bold below to give the Bank the irrevocable right to debit the SMIA-i immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the given situations under (i) to (x).

14.3The Bank is irrevocably allowed to debit the SMIA-i 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:

14.3The Bank shall have the irrevocable right to debit the SMIA-i by (a) giving seven (7) days prior notice to the account holder, or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:

Nil

New sub-Clause 14.3 (j) inserted to include as additional situation where the Bank is irrevocably allowed to debit the SMIA-i.

14.3(j)if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

Amendments to Clause 14.4 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the SMIA-i upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet.

14.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the SMIA-i and make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Rules").

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





or earmark the disputed amount from the SMIA-i upon notice of such allegations, claims or dispute. Amendments to Clause 14.5 to insert in the provisions as highlighted in bold. 14.5 Pending the debit of the SMIA-i pursuant to 14.5Pending the debit of the SMIA-i pursuant to Clause 14.3 and Clause 14.4, the Bank shall Clause 14.3 and Clause 14.4, the Bank shall have the right to retain, withhold, earmark or have the right to retain, withhold, earmark or to freeze all monies in the SMIA-i to freeze all monies in the SMIA-i in such manner determined by the Bank at its reasonable discretion. Nil Insertion of new sub-Clause 14.6 and the renumbering of the subsequent clauses. 14.6 The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the SMIA-i and/or in complying with the Paynet Rules. Renumbering of existing Clause 14.6 to Clause 14.7. Amendments to Clause 14.7 by deleting cross reference to Clause 14.1 and amendments as highlighted in bold to give the Bank the right to immediately debit SMIA-i without notice for the reasons stated in Clause 14.7 below. 14.7 Notwithstanding Clause 14.3, the Bank shall have the irrevocable right to 14.6 Notwithstanding Clause 14.1 and 14.3, the Bank shall be irrevocably allowed to immediately debit the SMIA-i without notice immediately debit the SMIA-i to comply with in order to comply with any laws, court any laws, court order, regulations, sanctions orders, regulations, sanctions and/or enactments or directions, including that and/or enactments or direction, including that of a regulatory or enforcement authority. The issued by a regulatory or enforcement authority, where immediate action by the Bank shall not be required to give prior notice of the debit of the SMIA-i to the account holder Bank is required and/ or the provision of notice is prohibited under such legal or if (i) such laws, court order, regulations, sanctions and/or enactments or direction regulatory requirements. prohibits the giving of such notice, or (ii) where immediate action is required by the Bank. The heading of Clause 16 has been amended to 'COMMUNICATIONS AND NOTICES'. **16. COMMUNICATIONS AND NOTICES** 16. CHANGE IN PARTICULARS





		<u>Nil</u>	Insertion of new sub-Clause 16.3 to facilitate the service of Court process, including summons on the account holder. 16.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.
		22. FREEZING OF THE SMIA-i	22. FREEZING OF THE SMIA-i
		22.1The Bank is also allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the SMIA-instruction any of those types of transactions:	Amendments to Clause 22.1 (j) as highlighted in bold below to allow the Bank to freeze the SMIA-i to comply with pending court applications for preservation of monies.
		including any of these types of transactions:- (i) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the SMIA-i; or (ii) the acceptance of any monies or investments or deposits or cheques or any other instruments for collection and/or for credit into the SMIA-i ("Freezing of the SMIA-i") if any of these events happen:- (j) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement	22.1The Bank is also allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the SMIA-i including any of these types of transactions:- (i) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the SMIA-i; or (ii) the acceptance of any monies or investments or deposits or cheques or any other instruments for collection and/or for credit into the SMIA-i ("Freezing of the SMIA-i") if any of these events happen:-
		authority.	 (j) to comply with any laws, court order, pending court application for preservation of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.
7.	Term Investment Account-i (TIA-i)		Amendments to Clause 13.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.
		13. RIGHT OF SET-OFF AND RIGHT OF DEBIT	13. RIGHT OF SET-OFF AND RIGHT OF DEBIT
		13.1The Bank may combine and consolidate the TIA-i Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards	13.1The Bank may combine and consolidate the TIA-i Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards Page 40 of 47





the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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).

the satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are present, future, actual, contingent, primary, collateral, several, joint, or in other currencies ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its discretion reasonable until Indebtedness is settled. Upon the expiry of the said seven (7) calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case

13.3The Bank is irrevocably allowed to debit the TIA-i Account 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 Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:

Amendments to Clause 13.3 as highlighted in bold below to give the Bank the irrevocable right to debit the TIA-i Account immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly in the given situations under Clause 13.4(i) to (iv).

13.3The Bank is irrevocably allowed to debit the

TIA-i Account by giving (a) seven (7) days

prior notice to the account holder, or (b)

may be).

immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly, for any sum that had been credited into the TIA-i Account in the following situations:

New sub-Clause 13.3 (j) inserted to include an additional situation where the Bank is irrevocably allowed to debit the TIA-i Account.

13.4(j) if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

Amendments to Clause 13.4 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the TIA-i Account upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet.

13.4 In addition to the right to debit under Clause 13.3In respect of any transactions made through channels operated by Payments

Nil

13.4 In addition to the right to debit under Clause 13.3, In respect of any transactions made through channels operated by Payments



Nil



Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the Savings Account and make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Rules").

Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the TIA-i Account and make refunds in accordance with Paynet's prevailing guidelines and terms ("Paynet Rules"). The Bank will also retain, withhold or earmark the disputed amount from the TIA-i

Account upon notice of such allegations,

13.5 Pending the debit of the TIA-i Account pursuant to clause 13.3 and clause 13.4 the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the TIA-i Account.

Amendments to Clause 13.5 to insert in the provisions as highlighted in bold.

13.5 Pending the debit of the TIA-i Account and/or

claims or dispute.

the upliftment of the TIA-I Account pursuant to Clause 13.3, and clause 13.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the TIA-I Account in such manner determined by the Bank at its reasonable discretion.

<u>Insertion of new sub-Clause 13.6 and the renumbering of the subsequent clauses.</u>

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

Renumbering of existing Clause 13.7 to Clause 13.8. Amendments to Clause 13.8 by deleting cross reference to Clause 13.1, 13.4 and 13.5 and amendments as highlighted in bold to give the Bank the right to immediately debit the TIA-i Account without notice for the reasons stated in Clause 13.8 below.

11.7 Notwithstanding Clause 13.1 and 13.3 the Bank shall be irrevocably allowed to immediately debit the TIA-i Account and/or uplift the TIA-i Account 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 TIA-i Account and/or upliftment of the TIA-i Account to the account holder if (i) such laws, court order,

13.8 Notwithstanding Clause 11.3, the Bank shall have the irrevocable right to immediately debit the TIA-i Account and/or uplift the TIA-i Account without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is



Nil

authority.



regulations, sanctions and/or enactments or prohibited under legal or regulatory direction prohibits the giving of such notice, requirements. or (ii) where immediate action is required by the Bank. The heading of Clause 15 has been amended to 'COMMUNICATIONS AND NOTICES' 15. CHANGE IN PARTICULARS 15. COMMUNICATIONS AND NOTICES Insertion of new sub-Clause 15.3 to facilitate the service of Court process, including summons on the account holder. 15.3Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately. 21. FREEZING OF TIA-i ACCOUNT 21. FREEZING OF TIA-i ACCOUNT 21.1The Bank is allowed, without having to give the 21.1The Bank is allowed, without having to give the account holder any prior notice, to refrain from account holder any prior notice, to refrain from effecting or carrying out any instructin or effecting or carrying out any instruction or transaction under the TIA-i Account including transaction under the TIA-i Account including any of these types of transactions:- (a) any of these types of transactions:- (a) payment payment of any monies under or out of the of any monies under or out of the TIA-i Account; TIA-i Account; (b) the acceptance of any (b) the acceptance of any monies or deposits or monies or deposits or cheques or any other cheques or any other instruments for collection and/or for credit into the TIA-i Account instruments for collection and/or for credit into the TIA-i Account ("Freezing of the TIA-i ("Freezing of the TIA-i Account") if any of these Account") if any of these events happen:events happen:i) to comply with any laws, court order, pending to comply with any laws, court order, regulations, sanctions and/or enactments or court application for preservation of direction of a regulatory or enforcement monies. regulations, sanctions and/or

enactments or direction of a regulatory or

enforcement authority.





8. DURIAN-i (Daily Unrestricted Investment Account-i

9. FREEZING OF ACCOUNT

- 9.1The Bank is also allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the DURIAN-i Account including any of these types of transactions:- (i) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the DURIAN-i Account; or (ii) the acceptance of any monies or investments or deposits or cheques or any other instruments for collection and/or for credit into the DURIAN-i Account ("Freezing of the DURIAN-i Account") if any of these events happen:-
- to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

14. RIGHT OF SET-OFF AND RIGHT OF DEBIT

14.1The Bank may combine and consolidate the DURIAN-i Account and any other accounts of the account holder maintained with the Bank ('the Accounts') and/or set-off and/or transfer any credit balance in the Accounts in or towards the 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 ('the Indebtedness') by giving the account holder seven (7) calendar days prior notice. Pending the exercise of the Bank's rights, the Bank may retain, withhold, earmark or to freeze all monies in the Accounts. In 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

9. FREEZING OF ACCOUNT

Amendments to Clause 9.1 (j) as highlighted in bold below to allow the Bank to freeze the DURIAN-i Account to comply with pending court applications for preservation of monies.

- 9.1 The Bank is also allowed, without having to give the account holder any prior notice, to refrain from effecting or carrying out any instruction or transaction under the DURIAN-i Account including any of these types of transactions:- (i) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the DURIAN-i Account; or (ii) the acceptance of any monies or investments or deposits or cheques or any other instruments for collection and/or for credit into the DURIAN-i Account ("Freezing of the DURIAN-i Account") if any of these events happen:-
- (j) to comply with any laws, court order, pending court application for preservation of monies, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.

Amendments to Clause 14.1 as highlighted in bold below to specifically cover the account holder's present or future liabilities to the Bank and the Bank's rights to retain, withhold, earmark or freeze monies in the Accounts in such manner determined by the Bank at its reasonable discretion until the Indebtedness of the account holder to the Bank is settled.

14. RIGHT OF SET-OFF AND RIGHT OF DEBIT

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





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).

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).

Amendments to Clause 14.3 as highlighted in bold below to give the Bank the irrevocable right to debit the DURIAN-i Account immediately without giving prior notice to the account holder where the Bank in its sole discretion deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Islamic Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the given situations under (i) to (x).

14.3The Bank is irrevocably allowed to debit the DURIAN-i Account 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:

14.3The Bank shall have the irrevocable right to debit the DURIAN-i Account by (a) giving seven (7) days prior notice to the account holder, or (b) immediately without giving prior notice to the account holder, where the Bank, in its sole discretion, deems it necessary to act promptly for the purpose of making any payment, repayment and/or reimbursement to the Bank and/or CIMB Bank Berhad and for making payment and/or repayment of the relevant amount to third parties in the following situations:

New sub-Clause 14.3 (j) inserted to include as additional situation where the Bank is irrevocably allowed to debit the DURIAN-i Account.

14.3(j)if required by any laws, rules, regulations or directives, Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities.

Amendments to Clause 14.4 to insert in the last sentence as highlighted in bold to allow the Bank to retain, withhold or earmark the disputed amount from the DURIAN-i Account upon notice of allegations, claims or disputes in connection with transactions made through channels operated by Paynet.

14.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the DURIAN-i Account and make refunds in accordance with

14.4 In respect of any transactions made through channels operated by Payments Network Malaysia Sdn Bhd ("Paynet") involving any allegations, claims or disputes in connection with any erroneous, wrongful, mistaken, fraudulent and/or unauthorised transaction, the Bank is authorised to debit the DURIAN-i Account and make refunds in accordance with Paynet's prevailing guidelines and terms

Nil





Paynet's prevailing guidelines and terms ("Paynet Rules").	("Paynet Rules"). The Bank will also retain, withhold or earmark the disputed amount from the DURIAN-i Account upon notice of such allegations, claims or dispute.
	Amendments to Clause 14.5 to insert in the provisions as highlighted in bold.
14.5 Pending the debit of the DURIAN-i Account pursuant to Clause 14.3 and Clause 14.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the DURIAN-i Account	14.5Pending the debit of the DURIAN-i Account pursuant to Clause 14.3 and Clause 14.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the DURIAN-i Account in such manner determined by the Bank at its reasonable discretion.
	Insertion of new sub-Clause 14.6 and the renumbering of the subsequent clauses.
<u>Nil</u>	14.6 The Bank shall not be liable to the account holder for any claim, loss, damages, penalty, charge, cost and expense suffered or incurred by the account holder in relation to the Bank exercising the right to set-off and right of debit and the retention, withholding, earmarking or the freezing of monies in the DURIAN-i Account and/or in complying with the Paynet Rules.
	Renumbering of existing Clause 14.6 to Clause 14.7. Amendments to Clause 14.7 by deleting cross reference to Clause 14.1 and amendments as highlighted in bold to give the Bank the right to immediately debit DURIAN-i Account without notice for the reasons stated in Clause 14.7 below.
14.6 Notwithstanding Clause 14.1 and 14.3, the Bank shall be irrevocably allowed to immediately debit the DURIAN-i Account 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 DURIAN-i Account 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.	14.7 Notwithstanding Clause 14.3, the Bank shall have the irrevocable right to immediately debit the DURIAN-i Account without notice in order to comply with any laws, court orders, regulations, sanctions and/or enactments or directions, including that issued by a regulatory or enforcement authority, where immediate action by the Bank is required and/ or the provision of notice is prohibited under such legal or regulatory requirements.
	("Paynet Rules"). 14.5 Pending the debit of the DURIAN-i Account pursuant to Clause 14.3 and Clause 14.4, the Bank shall have the right to retain, withhold, earmark or to freeze all monies in the DURIAN-i Account Nil Nil 14.6 Notwithstanding Clause 14.1 and 14.3, the Bank shall be irrevocably allowed to immediately debit the DURIAN-i Account 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 DURIAN-i Account 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





16. CHANGE IN PARTICULARS Nil	The heading of Clause 14 has been amended to 'COMMUNICATIONS AND NOTICES'. 16. COMMUNICATIONS AND NOTICES
	Insertion of new sub-Clause 16.3 to facilitate the service of Court process, including summons on the account holder.
	16.3 Any demand or any court process (including summons) sent by the Bank by electronic mail and/or by registered post to or left at the account holder's address last registered with the Bank shall be deemed delivered to and received by the account holder: (i) if sent by registered post, on the seventh (7th) day after posting; (ii) if by electronic mail, immediately.