Fixed Term Account-i (FTA-i) Product Manual

TREASURY & CAPITAL MARKETS

By:
Product Development

AUGUST 2026
V2.0

TABLE OF CONTENT

ITEM	DESCRIPTION	PAGE
1.0	PRODUCT NAME	5
2.0	PRODUCT CATEGORY	5
3.0	PRODUCT LINE	5
4.0	GENERIC NAME	5
5.0	CONCEPT/CONTRACT USED	5
6.0	DATE OF APPROVAL BY BNM	5
7.0	TARGET LAUNCHING DATE	5
8.0	REGULATORY REQUIREMENTS	5
9.0	INTERNAL BMMB POLICY	5
SECTION 1: PRODUCT STRUCTURE		
1.0	OBJECTIVES	6
2.0	MARKET SEGMENTATION	6
3.0	FINANCIAL PROJECTION	7
4.0	PERBADANAN INSURANS DEPOSIT MALAYSIA (PIDM)	7
5.0	5.1 STRUCTURE OF PRODUCT	7
	5.2 SHARIAH CONCEPT	7
	5.3 TENETS AND PILLARS OF SHARIAH PRINCIPLES / CONTRACTS	8
	5.4 DIAGRAMMATIC ILLUSTRATION, FLOWCHART AND PRODUCT STRUCTURE EXPLANATION	12
SECTION 2: PRODUCT INFORMATION		
1.0	OFFER PERIOD	14
2.0	DESCRIPTION OF PRODUCT	14
3.0	ELIGIBILITY CRITERIA	14
4.0	DOCUMENTS	15
5.0	CURRENCY	15
6.0	PRODUCT TYPE	15
7.0	DEPOSIT AMOUNT	15
8.0	REFERENCE RATE	15
9.0	TENURE	15
10.0	MODE OF DEPOSIT AND INTERBRANCH TRANSFER	16
11.0	PROFIT PAYMENT	16

12.0	PROFIT	16
13.0	UNDERLYING ASSET	17
14.0	FEES AND CHARGES	17
15.0	WITHHOLDING TAX	17
16.0	PURCHASE PRICE	17
17.0	MURABAHAH SALE PRICE (MSP)	17
18.0	PREMATURE WITHDRAWAL	18
19.0	ROLLOVER	18
20.0	HIBAH PAYMENT	18
SECTION 3: OTHER REQUIREMENTS		
1.0	THIRD PARTY ARRANGEMENT	18
2.0	TERMS AND CONDITIONS	18
3.0	TRANSPARENCY TO CUSTOMER	18
4.0	SKILLS, EXPERTISE & RESOURCES	19
5.0	RISK MANAGEMENT INFRASTRUCTURE & PROCESSES	19
6.0	ACCOUNTING AND REPORTING	19
7.0	SHARIAH COMPLIANT BY SHARIAH COMMITTEE	19
8.0	ENDORSEMENT BY MANAGEMENT COMMITTEE	19
9.0	ENDORSEMENT BY EXECUTIVE RISK MANAGEMENT COMMITTEE	19
10.0	ENDORSEMENT BY BOARD RISK MANAGEMENT COMMITTEE	19
11.0	ENDORSEMENT BY BANK NEGARA MALAYSIA	19
12.0	DOES THE PRODUCT INVOLVE THE FOLLOWINGS:	19
	12.1 FOREIGN CURRENCY	19
	12.2 OUTFLOW OF RESERVE	20
	12.3 INVESTMENT IN NON-RINGGIT INSTRUMENTS	20
	12.4 INVESTMENT ABROAD	20
	12.5 PAYMENT IN FOREIGN CURRENCY	20
SECTION 4: APPENDICES		
1.0	TRANSACTION DOCUMENTS	21
2.0	ACCOUNTING ENTRIES	43
3.0	RISK ASSESSMENT	44
4.0	SHARIAH COMMITTEE'S APPROVAL	48
5.0	EXECUTIVE RISK MANAGEMENT COMMITTEE'S APPROVAL	61

6.0	BOARD RISK MANAGEMENT COMMITTEE'S APPROVAL	63
7.0	BANK NEGARA MALAYSIA'S APPROVAL	65
GLOSSARY		
1.0	GLOSSARY	66

NO	ITEM	DESCRIPTION	SUPPORTING DOCUMENTS
1.0	Product Name	**Fixed Term Account (FTA-i) – TCM** MYR: Short Term Account (STA-i) MYR: Fixed Term Account (FTA-i) Non-MYR: Foreign Currency Deposit (FCD)	
2.0	Product Category	Deposit (Capital Guaranteed)	
3.0	Product Line	Term Deposit	
4.0	Generic Name	• Short Term Account • Fixed Term Account • Foreign Currency Deposit	
5.0	Concept / Contract Used	Tawarruq	
6.0	Date of Approval by BNM	**14 April 2014**	
7.0	Target Launching Date	Existing Product	
8.0	Regulatory Requirements	• Anti-Money Laundering, Anti-Terrorism Financing, Anti-Restricted Activity Financing and Proceeds of Unlawful Activities Act 2001 • Policy Document on Tawarruq • BNM Policy Document on Wakalah • BNM Policy Document on Wa`d • BNM Guidelines on Product Transparency and Disclosure • BNM Policy Document on Fair Treatment on Financial Consumers • BNM Policy Document on Anti-Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and Targeted Financial Sanctions for Financial Institutions (AML/CFT/CPF and TFS for FIs) • BNM Policy Document on Code of Conduct for Malaysia Wholesale Financial Markets	
9.0	Internal BMMB Policy	Bank's general circulars: - • BNM Policy Document on Anti-Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and	

<table>
<tr><td></td><td></td><td>Targeted Financial Sanctions for Financial Institutions (AML/CFT/CPF and TFS for FIs)
• Treasury Policy & Guidelines
• SOP - Treasury & Capital Markets (TCM) Money Market
• User Guide on Treasury – Quantum Risk System
• Guideline on Treasury Capital Market
• BMMB Guideline AML/CFT/CPF for Individual/Entity (AGI/AGE)
• Market Risk and ALM Policies and Guidelines (MRPG)
• Internal Shariah Policies
• Related Standard Operating Procedure (SOP)
• Any other guidelines and circulars issued by the Bank from time to time.</td><td></td></tr>
<tr><td colspan="4">SECTION 1: PRODUCT STRUCTURE</td></tr>
<tr><td>1.0</td><td>Objectives</td><td>The objectives of this product are to:
• To maintain the Bank's competitiveness.
• To comply with BNM's requirement on Investment Accounts through implementation of alternative product prior to enforcement date by 30th June 2014.
• To offer a solution enabling customers to earn guaranteed profit upon maturity date.
• To increase Bank's deposit base by attracting new and existing customers with competitive rates and appealing product features.
The objectives of this Product Manual are:
• To provide a uniform set of terms and conditions, procedures, and practices to govern the bank money market funding;
• To ensure that the transaction is in accordance with the Shariah principles; and
• To govern the conduct of Treasury and Capital Market staffs involved in the Islamic Deposit market.
This Product Manual should also be read in conjunction with all Bank Negara Malaysia (BNM) guidelines and directives and other relevant statutory bodies and governing authorities where applicable.</td><td></td></tr>
<tr><td>2.0</td><td>Market Segmentation</td><td><table><tr><td>√</td><td>SME</td></tr><tr><td>√</td><td>Corporate</td></tr><tr><td>√</td><td>Commercial</td></tr><tr><td>√</td><td>Government</td></tr></table></td><td></td></tr>
</table>

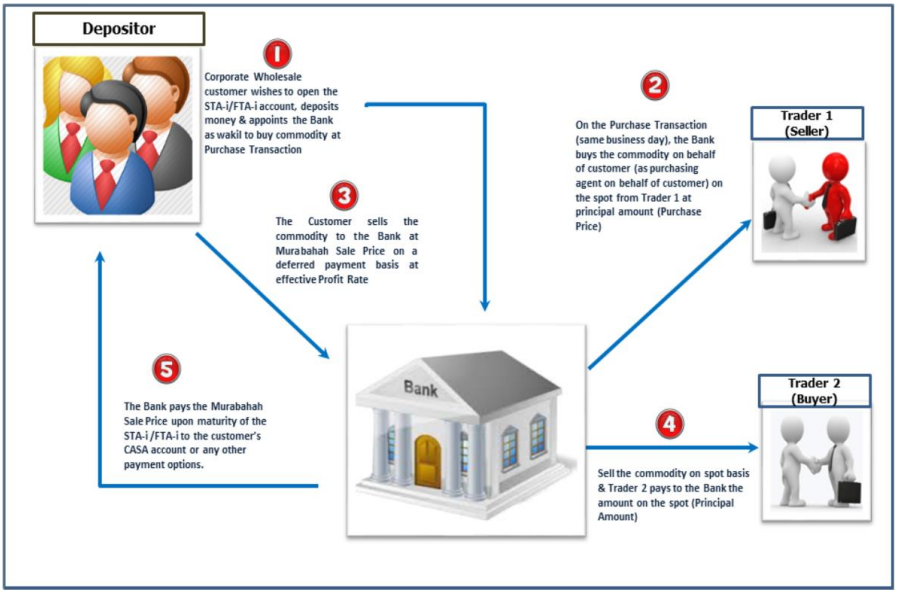
<table>
<tr><td></td><td></td><td>
<table>
<tr><td>√</td><td>Others: Club, societies, associations and institutions other than firms, corporations and other business enterprises including Corporate Wholesale.</td></tr>
</table>
<table>
<tr><td>√</td><td>Domestic Financial Institutions (FI)</td></tr>
<tr><td>√</td><td>Domestic Non- Financial Institution Entities</td></tr>
<tr><td></td><td><table><tr><td>√</td><td>Domestic Non- FIs</td></tr><tr><td>√</td><td>Domestic Business Enterprise</td></tr></table></td></tr>
<tr><td>√</td><td>Domestic Other Entities</td></tr>
<tr><td>√</td><td>Foreign Financial Institutions</td></tr>
<tr><td>√</td><td>Foreign Non- FI Entities</td></tr>
<tr><td>√</td><td>Other Non-Resident/Foreign</td></tr>
</table>
<u>Government</u>
<table>
<tr><td>√</td><td>Federal Government</td></tr>
<tr><td>√</td><td>State Government</td></tr>
<tr><td>√</td><td>Local Government</td></tr>
<tr><td>√</td><td>Statutory Authorities</td></tr>
</table>
</td><td></td></tr>
<tr><td>3.0</td><td>Financial Projection</td><td>Not applicable.</td><td></td></tr>
<tr><td>4.0</td><td>Perbadanan Insurans Deposit Malaysia (PIDM)</td><td>Yes. Protected by PIDM up to RM250,000 for each depositor.
PIDM Product Code (Short Term Account): 0341IM0700300001
PIDM Product Code (Fixed Term Account): 0341IR0600400004
PIDM Product Code (Foreign Currency Deposit): 0341IM0700300001</td><td></td></tr>
<tr><td>5.0</td><td>5.1 Structure of Product</td><td>Money Market Deposit offered by Treasury and Capital Market (TCM) to the market segmentation as per item 2.0 above.</td><td></td></tr>
<tr><td></td><td>5.2 Shariah Concept</td><td>4.2.1 Tawarruq[1] consists of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.
4.2.2 Murabahah[2] refers to a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser.
4.2.3 Wakalah[3] refers to a contract in which a party (muwakkil) authorizes another party as his agents (wakil) to perform a</td><td></td></tr>
</table>

	particular task, in matters that may be delegated, with or without imposition of fee. ***References:*** [1] Source from *Tawarruq* Policy Document (BNM/RH/PD 028-8) [2] Source from *Murabahah* Policy Document (BNM/RH/STD 028-4) [3] Source from *Wakalah* Policy Document (BNM/RH/PD 028-3)	
5.3 Tenets and Pillars of Shariah Principles/ Contracts	• ***Tawarruq***[1] a) Contracting parties: • Shall be a seller and a purchaser who enter into a sale and purchase contract. • The seller in the first sale and purchase contract shall not be the purchaser in the second sale and purchase contract in the same *Tawarruq*. • The contracting parties shall have the legal capacity to enter into each sale and purchase contract in the *Tawarruq*. b) Asset must be: • Recognised by the Shariah, valuable, identifiable, and deliverable; and • The asset is already in existence and owned by the seller in each respective sale and purchase contracts involved. • The undivided asset shall be apportioned based on practices which are recognised by Shariah. • The following assets shall not be traded under *Tawarruq* arrangement: (i) Gold, silver and currencies; (ii) Asset to be constructed or asset under construction; and (iii) Assets which are debt in nature. • In the event where the asset is not present at the place of contract session, the seller shall provide the purchaser with specific description of the asset. • The transfer of ownership from the seller to the purchaser shall take effect upon entering into a valid sale and purchase contract; notwithstanding there is no registration of legal ownership to the purchaser. • The purchaser shall take possession of the asset before the asset can be sold to a third party. Possession of the asset shall be either physical or constructive possession. • Possession of the asset shall take effect upon *takhliyah* (the seller releasing the asset to the purchaser) through any mechanism permitted by the Shariah including '*urf tijari* (customary business practice) in order for *tamkin* (the purchaser would have access to the asset) to take place and for the purchaser to assume its ownership risk.	

	• The seller shall be liable for any loss or damage of the asset before the purchaser takes possession of the asset. • The same asset shall not be the subject matter of multiple *Tawarruq* at any one time. c) Price must be: • Determined and mutually agreed by the contracting parties at the time of entering into each of the respective sale and purchase contract. • Where the sale and purchase contract in the *Tawarruq* is on a *Murabahah* basis, the requirements on price in the *Murabahah* sale shall be complied with, including of disclosure cost and profit. • In the event the contracting parties mutually agree to reschedule the payment period, such agreed rescheduling shall not lead to any increase of the remaining debt. d) Offer and Acceptance: • Each sale contract in the *Tawarruq* arrangement shall be entered into through an offer and acceptance between the contracting parties. • Must be executed in the following sequence, whereby the seller sells the asset to the purchaser by entering into a sale & purchase contract, and subsequently, the purchaser from the first sale and purchase contract enters into another sale and purchase contract to sell the same asset to a third party. e) Requirements of *Tawarruq*: • Each sale and purchase contract in the *Tawarruq* shall satisfy all the necessary conditions of a valid sale and purchase contract under Shariah. • All sale and purchase contracts in the *Tawarruq* shall be executed by entering into a separate and independent sale and purchase contract. • Execution of each sale and purchase contract in the *Tawarruq* must be respectively evidenced by appropriate documentation or record. • The purchaser in each sale and purchase contract in the *Tawarruq* shall have the right to take delivery of the asset. • The sale and purchase contract in the *Tawarruq* shall not contain any terms and conditions that restrict the purchaser from taking delivery of the asset or create an obligation for the purchaser to sell the underlying asset. f) Dissolution of sale and purchase contract in *Tawarruq*: • The sale and purchase contract in the *Tawarruq* are dissolved when:	

	(i) The purchaser exercises the defect option to terminate the sale and purchase contract; (ii) Any of the contracting parties exercises mutually agreed time period; (iii) Any of the contracting parties exercises the option to terminate the sale and purchase contract due to breach of the specified terms; or (iv) Both contracting parties mutually agree to terminate the sale and purchase contract. • Upon dissolution of any of the sale and purchase contracts in the *Tawarruq* where the asset has not been sold to a third party, the asset shall be returned to the respective seller and the price paid shall be returned to the respective purchaser. • The dissolution of the sale and purchase contract shall be effective provided that the asset can be returned to the seller. Otherwise, the seller is entitled to the value of the asset. • Each sale and purchase contract in the *Tawarruq* shall satisfy all the necessary conditions of a valid sale and purchase contract under Shariah. g) Completion of *Tawarruq* • The sale and purchase contract in the *Tawarruq* are completed upon fulfillment of the obligations of the contracting parties which include the following: (i) Full settlement of the selling price; (ii) Transfer of the obligation to pay the selling price to a third party through *hiwalah al-dayn*; (iii) Waiving of the right to receive the remaining or outstanding selling price through a rebate by the seller; or (iv) Full *muqassah* (set-off) of debt obligations between the contracting parties. • Upon completion of the *Tawarruq*, the contracting parties are free from any contractual obligations. • ***Murabahah***[2] a) Contracting parties: • Shall be a seller and a purchaser. • The contracting parties shall have the legal capacity to enter into the *Murabahah* contract. b) Asset must be: • Recognised by the Shariah, valuable, identifiable, and deliverable; and • The asset is already in existence and owned by the seller.	

	• The following assets shall not be traded under *Murabahah* contract: (i) Asset to be constructed or asset under construction; and (ii) Asset which is debt in nature. • The ownership in the *Murabahah* asset must be effectively transferred from the seller to the purchaser. • The transfer of ownership is affected upon entering into a valid sale and purchase contract even though there is no legal registration of the ownership, provided that the sale and purchase is supported by evidence of transaction. • The transfer of ownership shall take effect by the seller disposing of the right of ownership (*takhliyah*) resulting in the purchaser having access to the asset (*tamkin*) and assuming its risk through any mechanism permitted by the Shariah and generally accepted by customary business practices (*'urf tijari*). • The seller shall bear the liability for loss or damage of the asset before disposing the right of ownership (*takhliyah*), which results in the purchaser having accessibility to the asset (*tamkin*). • Multiple *Murabahah* contracts shall not be entered into simultaneously on the same asset. c) Price must be: • Determined and mutually agreed at the time of entering into the *Murabahah* contract; • The price shall be based on the disclosed acquisition cost and added mark-up at the time of entering into the contract; • Any direct expenses to be incurred after entering into the *Murabahah* contract shall not form part of the acquisition cost and shall be borne by the purchaser; and • Any discount on the acquisition cost obtained upon purchase by the seller shall be reflected as a reduction in the acquisition cost. d) Offer and Acceptance: • The *Murabahah* contract shall be entered into through an offer and acceptance between the contracting parties. • Any term or condition mutually agreed upon which does not contravene the Shariah shall be binding on the contracting parties. • ***Wakalah***[3] a) Contracting parties: • The contracting parties in a *Wakalah* contract are the agent (*wakil*) and the principal (*muwakkil*).	

	• The contracting parties shall have legal capacity to enter into the *Wakalah* contract. b) Subject matter: • The subject matter of the *Wakalah* contract shall be known to the *wakil*. • The subject matter of the *Wakalah* contract shall be matters that may be delegated. • The subject matter of the *Wakalah* contract shall be Shariah compliant. c) The offer and acceptance • The offer and acceptance may be expressed verbally or by appropriate documentation or by any other methods accepted by customary business practises (*'urf tijari*) which do not contravene the Shariah principles. • ***Wa`d***[4] a) In a *Tawarruq*, the purchaser may provide a promise to purchase the asset from the seller upon its acquisition from a third party. b) The *Tawarruq* shall not contain any condition that requires the purchaser to promise that the asset will be sold to a third party. c) The *Tawarruq* shall not contain any condition that requires the purchaser to promise that the asset will be sold to its original seller. ***References:*** [1,4] BNM/RH/PD 028-8 [2] BNM/RH/STD 028-4 [3] BNM/RH/PD 028-3	
5.4 Diagrammatic Illustration, Flowchart and Product Structure Explanation		

Steps	Descriptions
1	TCM **customer** wishes to open the STA-i/FTA-i/FCD via phone call/email/letter. The Bank will **negotiate the rate and** quote a rate to the **customer** and once the rate has been agreed by the **customer. T**he **customer** shall deposit money & appoints the Bank as *wakil* to buy commodity at Purchase Pr**ice**. The Bank will issue a Confirmation Letter to the **customer** which states the details of the deposit transaction**.** **Notes:** (i) Customer must have current account with BMMB or other registered financial institution. (ii) Prior to the transaction, customer must submit and sign required documents: • Opening Account Form (CIF Form)* • Wakalah appointment letter* • Checklist for STA-i/FTA-i/FCD Bank provide: • STA-i/FTA-i/ FCD-i (TCM) Terms and conditions **The appointment of wakil is only applicable for new clients only by filling in the CIF Form and Wakalah Appointment*
2	During the Purchase Transaction (same business day as the deposit transaction), the Bank buys the Commodity on behalf of the customer (as purchasing agent on behalf of customer) on the spot basis from Trader 1 (e.g. Bursa Suq As Sila) at principal amount (Purchase Price).
3	i. The Customer sells the Commodity to the Bank (by appointing the Bank to act as an agent to conclude the sale of the commodity) at the *Murabahah* Sale Price on a deferred payment basis at the effective Profit Rate (quoted rate). OR ii. The Customer opts to take physical delivery of the commodity. The Bank shall facilitate contact between the Customer and Commodity Supplier with regards to the physical delivery of the commodity to the Customer. As a result, the Customer shall receive commodity from the Commodity Supplier and all of the cost and expenses incurred shall be borne by the Customer. No STA-i/FTA-i/FCD account shall be opened and the flow does

			not proceed to Step 4 onwards if the Customer opts for delivery of the commodity*.
		4	The Bank sells the commodity on spot basis to Trader 2, who pays to the Bank the amount on the spot.
		5	The Bank pays the *Murabahah* Sale Price upon maturity of the STA-i/FTA-i/FCD to the customer's CASA or any other payment options.
		For details on option for physical commodity delivery, refer to SOP.	
SECTION 2: PRODUCT INFORMATION			
1.0	Offer Period	On going	
2.0	Description of Product	FTA-i (TCM) based on (*Tawarruq*) products are capital guaranteed deposit with fixed profit return that allows customer the flexibility of managing funds according to their short or long-term need. The transaction starts when the customer buys a commodity and then selling the commodity (via the Bank appointed as an agent) to the bank at cost plus profit. The customer will receive the proceeds of the sale in cash on deferred term. *Tawarruq* consists of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis. – *BNM Policy Document on Tawarruq.*	
3.0	Eligibility Criteria	• Corporate (Wholesale) ➢ *Domestic Financial Institutions* ➢ *Domestic Non-FI Entities* ▪ *Domestic Non-FIs* ▪ *Domestic Business Enterprises* ➢ *Domestic Other Entities* ➢ *Foreign Financial Institutions* ➢ *Foreign Non-FI Entities* ➢ *Foreign Other Entities* • SME • Government ➢ *Federal Government* ➢ *State Government* ➢ *Local Government* ➢ *Statutory Authorities*	

		Note: *The above criteria are subjected to the Bank's policy from time to time.* *For company, a certified copy of Resolution of Board of Directors or its equivalent is required.*	
4.0	Documents	• Customer Information File (CIF) form (***Appendix 1***) • Wakalah Letter of Appointment (***Appendix 1***) • Terms & Conditions[1] ***(STA-i/ FTA-i/FCD-i T&C)*** *(**Appendix 1**)* • Foreign Currency Declaration Form (Appendix 1) • Other relevant documents as stated in the Bank's policy. ***Note:*** *[1]Customer must read and fully understand the risks that have been stipulated in the Terms & Conditions (T&C) of operating FTA-i prior to signing the T&C.*	
5.0	Currency	STA-i and FTA-i: Malaysian Ringgit (MYR) FCD: US Dollar (USD) and other prevailing major currencies accepted by the Bank	
6.0	Product Type	• Fixed Term Account (FTA-i) o Long Term – **Fixed Term Account (FTA)**: Maturity date not less than 12 calendar months and not later than 60 calendar months, from the date of issue. o Short Term – **Short Term Account (STA)**: Maturity date not less than 1 day (overnight) and not later than 12 calendar months, from the date of issue. o Non-MYR – Foreign Currency Deposit (FCD): Maturity date not less than 1 day (overnight) and not later than 12 calendar months, from the date of issue. o Profit to be paid on maturity date only	
7.0	Deposit Amount	Minimum amount RM 100,000	
8.0	Reference Rate	Prevailing interbank market rate for each currency	
9.0	Tenure	Minimum: STA - 1 day FTA - 1 year (12 calendar months) FCD – 1 day Maximum:	

<table>
<tr><td></td><td></td><td>STA - 1 year (12 calendar months)
FTA - 5 years (60 months)
FCD – 1 year (12 calendar months)</td><td></td></tr>
<tr><td>10.0</td><td>Mode of Deposit and Interbranch Transfer</td><td>MYR
BMMB CA: Account debiting by TPS or branch
Other bank CA: Via RENTAS

Non-MYR
BMMB FCA: Account debiting by TPS or branch
Other bank FCA: Via SWIFT</td><td></td></tr>
<tr><td>11.0</td><td>Profit Payment</td><td>Upon maturity only.</td><td></td></tr>
<tr><td>12.0</td><td>Profit</td><td><u>Profit Rate</u>
<table><tr><td>√</td><td>Fixed Rate</td></tr><tr><td></td><td>Floating</td></tr></table>
<table><tr><td>√</td><td>Single rate</td></tr><tr><td></td><td>Multi-tier rate</td></tr></table>
Profit rate will be determined and profit amount will be calculated at the effective profit rate at the point of placement.

<u>Profit Treatment</u>
Profit will be credited into customer’s account on maturity date.

<u>Profit Computation</u>
Formula:
<table><tr><td>Profit (MYR)</td><td>=</td><td>Principal amount x Profit Rate x <u>Tenure (in days)</u>
365*</td></tr></table>*Based on day-count convention of each currency
i.e. MYR: Actual/365
USD: Actual/360
<u>Example:</u>
Placement date = 12/7/2025
Maturity date = 19/7/2025
Deposit (principal) / Purchase Price = RM100,000,000
Tenure = 1 week
Profit rate = 2%</td><td></td></tr>
</table>

		<table><tr><td>**Profit**</td><td>=</td><td>**RM100,000,000 x 2% x 7/365**</td></tr><tr><td></td><td>=</td><td>**RM38,356.16**</td></tr></table>	
13.0	Underlying Asset	Shariah Compliant Asset such as crude palm oil (CPO), plastic resin-polyethylene (PE), RBD palm olein (OLN) or asset approved by Shariah Committee from time to time utilized for the purposes of entering into the Tawarruq transactions.	
14.0	Fees and Charges	None.	
15.0	Withholding Tax	Yes, if applicable.	
16.0	Purchase Price	Purchase Price is equivalent to the aggregate FTA-i deposit/principal amount.	
17.0	*Murabahah* Sale Price (MSP)	*Murabahah* Sale Price is a principal or deposit amount plus profit of which the profit shall be calculated as follows: **MSP = P + [P x R x (n ÷ 365 or 360)]** ***Where;*** **P = Purchase Price (Principal / Deposit Amount)** **R = Profit Rate** **n = No. of days** **Example of Illustration** Placement date = 12/ 1 /2020 Maturity date = 12/1/2021 Deposit (Principal) / Purchase Price = RM5,000,000.00 Tenure = 12 months Profit rate = 3.25% <table><tr><td>**MSP**</td><td>=</td><td>**RM5,000,000.00 + [RM5,000,000.00 x 3.25% x 365/365)**</td></tr><tr><td></td><td>=</td><td>**RM5,162,500.00**</td></tr></table> ***Note:*** *Profit calculation will* ***follow respective currency's standard day count convention:*** ***i.e. MYR ACT/365, USD ACT/360, EUR ACT/360***	

18.0	Premature Withdrawal	Allowed. Any premature withdrawal will result in the Customer's forfeiture of the profit amount. The Customer grants rebate (*Ibra`*) to the Bank to the quantum of 100% of the accrued profit amount due. **In line with BNM requirements on Liquidity Coverage Ratio (LCR) and Principles for Sound Liquidity Risk Management and Supervision issued by the Basel Committee on Banking Supervision (BCBS).*	
19.0	Rollover	(i) Rollover can only be done upon maturity. (ii) Customer is allowed to rollover full maturity amount, principal only or partial amount. (iii) For rollover, Customer continues the FTA-i/ STA-i/ FCD-i with the same or new tenure. (iv) For rollover requests, Customer instructs and authorizes the Bank to renew the placement upon each maturity date by appointing the Bank as an agent to undertake the trading transactions for purposes of auto rollover, thus new Tawarruq will be executed accordingly. (v) The Bank accepts the following recorded instructions for the purpose of rollover: • Letter (in writing) • E-Mail • Verbal request (voice recorded)	
20.0	Hibah Payment	In the event that payment of the maturity proceeds is delayed due to circumstances beyond the control of the Bank, including but not limited to force majeure events or unexpected public holidays, the Bank may, at its sole discretion, grant Hibah to the Customer. Any such Hibah shall be determined by the Bank and credited to the Customer's account upon settlement.	
SECTION 3: OTHER REQUIREMENTS			
1.0	Third Party Arrangement	Bursa Malaysia Islamic Services Sdn Bhd (Bursa Suq As Sila) or any other trading provider in commodity trading transactions which will be determined by the Bank from time to time.	
2.0	Terms and Conditions	Terms & Conditions for Fixed Term Account-i under Treasury. As per **Appendix 1.**	
3.0	Transparency to customer 3.1 Is there any advertising material to be used?	☐ Yes ☑ No	

<table>
<tr><td>4.0</td><td>Skills, Expertise & Resources</td><td>Treasury & Capital Market Department:
Dealer must be a Persatuan Pasaran Kewangan Malaysia (PPKM) Licensed Dealer.</td><td></td></tr>
<tr><td>5.0</td><td>Risk Management Infrastructure & Processes</td><td>Risk assessment provided by Risk Management Department.</td><td>Refer to <u>Appendix 3</u></td></tr>
<tr><td>6.0</td><td>Accounting and Reporting</td><td>Accounting entries provided by Finance Department.</td><td>Refer to <u>Appendix 2</u></td></tr>
<tr><td>7.0</td><td>Shariah Compliant by Shariah Committee</td><td>SC approval dated <u>6 December 2012</u>.
SC approval dated <u>3 January 2014</u>.
SC approval dated <u>5 March 2014</u>.
SC approval dated <u>19 October 2023.</u>
Product Manual dated <u>28 October 2020.</u></td><td>Refer to <u>Appendix 4</u></td></tr>
<tr><td>8.0</td><td>Endorsement by Management Committee</td><td>N/A</td><td></td></tr>
<tr><td>9.0</td><td>Endorsement by Executive Risk Management Committee</td><td>ERMC approval dated <u>23 January 2013</u>.
ERMC approval for the Product Manual dated <u>16 November 2020.</u></td><td>Refer to <u>Appendix 5</u></td></tr>
<tr><td>10.0</td><td>Endorsement by Board Risk Management Committee</td><td>BRMC approval dated <u>6 January 2014</u>.</td><td>Refer to <u>Appendix 6</u></td></tr>
<tr><td>11.0</td><td>BNM's Approval</td><td>FTA-i (Tawarruq) – <u>14 April 2014</u></td><td>Refer to <u>Appendix 7</u></td></tr>
<tr><td>12.0</td><td>Does this product involves the followings:</td><td>12.1 Foreign Currency<table><tr><td>√</td><td>Yes, please specify: USD and other major currencies accepted by the Bank</td></tr><tr><td></td><td>No</td></tr></table>12.2 Outflow of Reserves</td><td></td></tr>
</table>

	Yes, please specify:
√	No

12.3 Investment In Non-Ringgit Instrument

√	Yes, please specify: Non-MYR Interbank Lending
	No

12.4 Investment Abroad

	Yes, please specify:
√	No

12.5 Payment in Foreign Currency

√	Yes, please specify: Maturity payment for FCD
	No

SECTION 4: APPENDICES

APPENDIX 1 – TRANSACTION DOCUMENTS

(i) Customer Information Form (CIF Form)

Bank Muamalat
196501000376 (6375-W)

Customer Information Form

Protected by PIDM up to RM250,000 fo each depositor / *Dilindungi oleh PIDM setakat RM250,000 bagi setiap pendeposit*

Application Form for Opening of Fixed Term Account-i
Borang Permohonan Untuk Pembukaan Akaun Berjangka Tetap-i
Customer Information Form - Business
Borang Maklumat Pelanggan - Perniagaan

Information provided is strictly private and confidential within Bank Muamalat Malaysia Berhad. / ***Maklumat yang diberikan adalah sulit dan untuk kegunaan Bank Muamalat Malaysia Berhad.***

IMPORTANT: Please read our Personal Data Protection Notice ("Notice") before completing this form. By giving us your personal data and signing this form, you are indicating to us that you consent and agree to the terms of our Notice, the terms of this form and for the process and disclosure of data under the Personal Data Protection Act 2010. Our Notice is available on our website at www.muamalat.com.my and from any of our outlets./ ***PENTING: Sila baca Notis Perlindungan Data Peribadi kami ("Notis") sebelum melengkapkan borang ini. Dengan mengemukakan data peribadi anda dan menandatangani borang ini, anda memaklumkan kepada kami bahawa anda memberi kebenaran dan persetujuan terhadap terma-terma Notis kami, terma-terma borang ini dan juga untuk pemprosesan dan pendedahan data di bawah Akta Perlindungan Data Peribadi 2010. Notis kami boleh diperolehi dari laman web kami di www.muamalat.com.my dan di mana-mana cawangan kami.***

REMINDER : The customer must at all times keep all information related to his/her account confidential and shall not disclose the information to unauthorised third party. The Bank shall not be responsible or liable for any loss incurred by the customer due to customer's negligence or misuse of information by any unauthorised person that may lead to fraudulent activities. / ***PERINGATAN : Pelanggan hendaklah sentiasa memastikan maklumat akaun pelanggan adalah sulit pada setiap masa dan tidak mendedahkan maklumat tersebut kepada pihak ketiga yang tidak dibenarkan. Pihak Bank tidak akan bertanggungjawab atau menanggung sebarang kerugian yang disebabkan oleh kecuaian pelanggan atau salah guna maklumat oleh mana-mana pihak tidak dibenarkan yang boleh membawa kepada aktiviti penipuan.***

Type of Customer / *Jenis Pelanggan* **:** **New** *(Baru)* **/ Existing** *(Sedia ada)*

For Bank's Use */ Untuk Kegunaan Bank*
CIF No.:

(for existing customer, please fill-up column Registered Name, Business Regiatration No. and to update any other changes of information / *bagi pelanggan sedia ada Bank, sila isikan Nama, No. K.P. dan mengemaskini sebarang perubahan maklumat yang sedia ada*

A. CUSTOMER INFORMATION / *MAKLUMAT PELANGGAN*

Registered Name */ Nama Berdaftar*

Business Registration No. */ No. Pendaftaran Perniagaan*

Date of Incorporation */ Tarikh Ditubuhkan*

Business Sector */ Sektor Perniagaan*

Place of Incorporation */ Tempat Ditubuhkan*

Address */ Alamat*

Annual Turnover (RM) */ Jualan Tahunan (RM)*

Postcode */ Poskod*

Town */ Bandar*

State */ Negeri*

Country */ Negara*

Office Tel. No. (1) / *No Tel. Pejabat (1)*

Office Tel. No. (2) / *No Tel. Pejabat (2)*

Facsimile No. */ No. Faksimili*

Contact Person */ Orang Untuk Dihubungi*

Position */ Jawatan*

E-mail Address */ Alamat E-mel*

Mobile Phone No. */ Telefon Bimbit*

Mailing Address */ Alamat Surat Menyurat*

Postcode / *Poskod*

Town */ Bandar*

State */ Negeri*

Country / *Negara*

Office Tel. No. (1) / *No Tel. Pejabat (1)*

Office Tel. No. (2) / *No Tel. Pejabat (2)*

Facsimile No. */ No. Faksimili*

B. DEPOSIT PLACEMENT DETAILS (Lampiran A) / *BUTIRAN DEPOSIT (Appendix A)*

Refer to the Letter of Confirmation of FTA-i to the Customer. / *Rujuk kepada Surat Pengesahan ABT-i kepada Pelanggan.*

PIDM

A member of DRB-HICOM

Bank Muamalat
196501000376 (6175-W)

C. APPOINTMENT OF AGENT/ *PERLANTIKAN WAKIL*

Customer/ *Pelanggan*

I/We hereby appoint Bank Muamalat Malaysia Berhad (BMMB) as my/our agent to do and execute all acts to purchase the Commodity at the Purchase Price from time to time in accordance with the Terms & Conditions. I/We also hereby appoint the Bank to be my/our agent restricted only to conclude the sale of the Commodity and to enter into, on my/our behalf, the Sale Transaction with the Bank at Murabahah Sale Price. / *Saya/Kami dengan ini melantik Bank Muamalat Malaysia Berhad (BMMB) sebagai wakil saya/kami bagi melakukan dan melaksanakan segala tindakan untuk pembelian Komoditi pada Harga Belian dari semasa ke semasa menurut Terma & Syarat ini. Saya/Kami dengan ini juga melantik pihak Bank sebagai wakil terhad untuk memuktamadkan jualan Komoditi dengan memasuki, bagi pihak saya/kami, Transaksi Jualan dengan pihak Bank pada Harga Jualan Murabahah.*

With regards to the options of the commodity acquisition, kindly tick (√) in the box provided below:/ *Berkenaan pilihan pengambilan komoditi, sila tandakan (√) pada kotak yang berkenaan:*

☐ **I/We wish to proceed to sell the commodity to the Bank at the Murabahah Sale Price and the deposit amount together with the profit shall be credited into my/our Fixed Term Account-i or to be paid to me/us in cash (whichever is applicable); or /** *Saya/Kami ingin meneruskan penjualan komoditi tersebut kepada Bank pada Harga Jualan Murabahah dan amaun deposit tersebut beserta keuntungan akan dikreditkan ke dalam Akaun Berjangka Tetap-i saya/kami atau dibayar secara tunai kepada saya (mana-mana yang berkenaan); atau*

☐ **I/We wish to pick up the commodity and incur all relevant costs and charges. I/we also agree by picking up the commodity, deposit amount shall not be credited into my/our Fixed Term Account-i or to be paid by cash to me/us (whichever is applicable). /** *Saya/kami ingin mengambil komoditi tersebut dan menanggung segala kos dan caj yang berkaitan. Saya/kami juga bersetuju dengan mengambil komoditi tersebut, jumlah deposit tidak akan dikreditkan ke dalam Akaun Berjangka Tetap-i saya/kami atau dibayar tunai kepada saya/kami (mana-mana yang berkenaan).*

Bank / *Pihak Bank*

We, hereby accept the appointment as the agent as stipulated in the offer above. We will, in performing our obligations in relation to the transactions, protect the interest of the Customer and act in good faith. / *Kami, menerima pelantikan sebagai wakil seperti yang dinyatakan dalam tawaran di atas. Pihak kami juga, akan melaksanakan kewajipan berkenaan transaksi, menjaga kepentingan Pelanggan dan bertindak dengan niat baik.*

D. DECLARATION/ *PERAKUAN*

I/We request and authorise the Bank to open the account in my/our name subject to terms & conditions stated herein. / *Saya/Kami memohon dan membenarkan pihak Bank membuka akaun di atas nama saya/kami tertakluk kepada terma dan syarat seperti yang dinyatakan di sini.*

By signing below, I/we confirm that I/we received, read and fully understood the Bank's Terms & Conditions governing the operation of the above mentioned account and agreed to comply with and be bound by the said rules and by any amendments to the same which subsequently introduced and enforced from time to time. / *Dengan menandatangani di bawah, bahawa saya/kami telah menerima dan memahami sepenuhnya Terma & Syarat Bank yang berkaitan dengan operasi akaun seperti di atas dan bersetuju mengikut peraturan tersebut dan mana-mana pindaan perkara tersebut yang akan diperkenalkan dan dikuatkuasakan oleh pihak Bank dari masa ke semasa.*

I/We declare that I have read, checked and understand all the above information and rules related to Fixed Term Account-i, I/we also confirm that the information is correct. / *Saya/Kami mengaku bahawa saya/kami telah membaca, meneriksa dan memahami semua maklumat di atas dan syarat yang berkaitan dengan Akaun Berjangka Tetap-i, saya/kami juga mengesahkan maklumat tersebut adalah benar.*

I/We acknowledge and aware that the opening, operation, maintenance and closing of account(s) are subject to the laws of Malaysia and to the regulations, notices and directives of BNM and any relevant authority as well as the Bank's Terms & Conditions for the operation of the account(s) herein or as hereafter amended and agree to comply with and bound by the same. / *Saya/Kami bersetuju dan sedar bahawa pembukaan, operasi, penyelenggaraan dan penutupan akaun/akaun-akaun adalah tertakluk kepada undang-undang Malaysia serta apa-apa peraturan, notis serta arahan-arahan yang dikeluarkan oleh Bank Negara Malaysia atau mana-mana pihak berkuasa yang berkaitan dan juga Terma & Syarat pihak Bank berkenaan dengan operasi akaun/akaun-akaun yang sedia ada dan sebarang pindaan ke atasnya pada masa hadapan dan bersetuju untuk mematuhinya.*

I/We have been informed that this product is protected by PIDM up to RM250,000 for each depositor and I/we have been provided with a copy of the PIDM brochure. / *Saya/Kami telah dimaklumkan bahawa produk ini layak dilindungi oleh PIDM sehingga RM250,000 bagi setiap pendeposit dan saya/kami telah dibekalkan dengan risalah PIDM.*

I/We have been informed that any money withdrawn from insured deposit is no longer protected by PIDM if transferred to a: / *Saya/Kami telah dimaklumkan bahawa sebarang wang yang dikeluarkan daripada deposit yang diinsuranskan adalah tidak lagi dilindungi oleh PIDM jika dipindahkan kepada:*

i. Deposit account payable outside Malaysia; / *Akaun deposit dibayar di luar Malaysia;*

ii. Deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business; / *Akaun Deposit yang dipegang oleh institusi kewangan yang menjalankan perniagaan perbankan Labuan atau perniagaan perbankan Islam Labuan;*

iii. Deposit account held by a Non-Deposit Taking Member; or / *Akaun Deposit yang dipegang oleh Bukan Ahli Pengambilan Deposit; atau*

iv. Non-deposit account (e.g. Unit trust, securities trading account , Lembaga Tabung Haji, ASNB unit trust, gold account, and any other relevant non-deposit accounts). / *Akaun bukan Deposit (contoh: Unit amanah, akaun dagangan seluriti, Lembaga Tabung Haji, Unit Amanah ASNB , akaun emas, dan lain-lain akaun bukan Deposit yang berkaitan).*

We may use your Personal Data: / *Kami mungkin menggunakan Data Peribadi anda:*

1. To conduct market research and surveys with the aim of improving our products and services; / *untuk menjalankan penyelidikan pasaran dan tinjauan dengan tujuan meningkatkan mutu produk dan perkhidmatan kami;*

2. For marketing purposes, promotional events, competitions and lucky draws. / *untuk tujuan pemasaran, acara promosi, pertandingan dan cabutan bertuah.*

We process your Personal Data for these purposes because it is in the interest of our business to do so with the intention of improving our products and services and generating business. We will not send you marketing material if you have specifically asked us not to do so. / *Kami memproses Data Peribadi anda untuk tujuan tersebut kerana ia adalah dalam kepentingan perniagaan kami untuk berbuat demikian dengan tujuan memperbaiki mutu produk dan perkhidmatan kami serta menjana peluang perniagaan. Kami tidak akan menghantar sebarang bahan pemasaran sekiranya anda telah secara khusus meminta kami untuk tidak berbuat demikian. Anda berhak untuk memilih tidak menerima bahan pemasaran pada bila-bila masa. Untuk berbuat demikian, sila hubungi cawangan berhampiran atau pegawai perkhidmatan pelanggan kami.*

You have the right to opt out of receiving marketing material at any time. To do so please contact your branch or customer service. If you ask us not to send you marketing material or other promotional or research material, we may need to retain a record that you have asked us not to do so to ensure that you do not receive anything further. / *Jika anda meminta pihak kami untuk tidak menghantar bahan-bahan pemasaran atau bahan-bahan promosi atau bahan-bahan penyelidikan, kami mungkin akan menyimpan rekod permintaan anda bagi memastikan anda tidak lagi menerimanya.*

Signature / *Tandatangan*	**Company Stamp** / *Cop Syarikat*
Date / *Tarikh*	

For Bank's Use / Untuk Kegunaan Bank

Attended / Witnessed by (Signature & Name) / *Dikendalikan/Disaksikan oleh (Tandatangan & Nama):*	**Verified / Approved by(Signature & Name):** *Disemak/ Diluluskan oleh (Tandatangan & Nama):*
Date/*Tarikh* **:**	**Date/***Tarikh* **:**

MEMBER AHLI PIDM

A member of DRB-HICOM

(ii) Wakalah Appointment Letter

FROM / *DARIPADA* : [CUSTOMER'S NAME] [NRIC NO./COMPANY NO.]
[CUSTOMER'S ADDRESS]

TO / *KEPADA* : BANK MUAMALAT MALAYSIA BERHAD ("the Bank")/*("Bank")*
[BRANCH]

Dear Sir / Tuan,

RE: FIXED TERM ACCOUNT-i (FTA-i)
LETTER OF *WAKALAH* APPOINTMENT

I/We refer to the above matter.

1. Terms and expressions as defined in the Terms & Conditions of FTA-i ("**T&C**") shall have the same meaning in this letter.
2. Pursuant to my/our application, I/we hereby appoint the Bank as agent to do and execute the *Tawarruq* transaction at any point of deposit placement as per the T&C, including but not limited to:
   (a) appoint the Bank as my/our agent to do and execute all acts to purchase the Commodity at the Purchase Price from time to time in accordance with the Terms & Conditions and appoint the Bank to be my/our agent restricted only to conclude the sale of the Commodity and to enter into, on my/our behalf, the Sale Transaction with the Bank at *Murabahah* Sale Price.
   (b) sign and execute the necessary documents under the *Tawarruq* transaction (including but not limited to *Murabahah* Sale Contract) and do all acts and observe and perform all obligations required to be done in connection with the appointment as agent, or imposed under any agreement of sale of the commodity to any third party;
   (c) delegate its rights and duties as an agent to any third party to do all acts necessary for the completion of the required transaction;
   (d) do all the administrative duties regarding the holding and the selling of the commodity; and/or
   (e) facilitate the delivery of the commodity to me/us in the event I/we have requested for the physical delivery of the commodity.
3. The Bank agrees to accept the appointment as agent and to execute the above stated. The Bank shall execute its duties for the relevant transactions, safeguard the interests of the customer and act in good faith.
4. I/We shall be bound by any contract or agreement that the Bank enters into on my/our behalf with any third party pursuant to this Letter of *Wakalah* Appointment.
5. Save for the purpose of this appointment in accordance with the terms of the FTA-i, the appointment shall not create or be deemed to create a partnership or a joint venture between the parties, nor shall it establish a relationship of principal or agent in any other relationship between me/us and the Bank.
6. I/We further irrevocably and unconditionally agree and undertake to indemnify and keep indemnified the Bank against all losses, damages, costs, charges, expenses, claims, proceedings and liabilities suffered or incurred by the Bank (save and except for any loss or damage caused by the gross negligence, fraud or willful misconduct of the Bank) and/or the Bank's nominees on full indemnity basis, as a result of or by reason of any transaction entered into by the Bank or any part thereof or any action or step taken by the Bank under this appointment (including the costs of enforcing the same) or by reason of anything done or omitted by the Bank pursuant to or in relation to or in any way connected to the exercise of its powers, discretions, duties and obligations under this appointment.

Yours faithfully,

CUSTOMER	**BANK**
Authorised Signature:	
_____	_____

Company Name:		
Company No.:		
Company Stamp (if applicable):		
Date:		

(iii) Placement Confirmation Letter

CONFIDENTIAL

Bank Muamalat

PTPTN – KUMPULAN WANG SIMPANAN
TKT BWH, MENARA PTPTN
BLOK D, MEGAN AVENUE II
NO. 12 JLN YAP KAWN SENG
50450 KUALA LUMPUR

DEAR SIR/MADAM,

PRODUCT TYPE : FIXED TERM ACCOUNT – I

COUNTERPARTY : PTPTN – KUMPULAN WANG SIMPANAN

AS AGREED ON 16 APRIL 2020, WE CONFIRMED YOUR PLACEMENT WITH US. THE PARTICULARS OF WHICH ARE AS FOLLOWS:-

DEAL NO	:		135779
DEAL DATE	:		16 APRIL 2020
VALUE DATE	:		16 APRIL 2020
MATURITY DATE	:		18 APRIL 2022
TENOR	:		732 DAY(S)
RATE	:		3.60
PRINCIPAL AMOUNT	:	MYR	80,000,000.00
PROFIT	:	MYR	5,775,780.82

THIS CONFIRMATION IS COMPUTER GENERATED AND REQUIRES NO SIGNATURE.
IF WE DO NOT RECEIVE YOUR CONFIRMATION WITHIN (7) DAYS OF THE DEAL DATE, WE SHALL REGARD THE ABOVE TRANSACTION AS CORRECT AND IN ORDER.

CONFIDENTIAL

BANK MUAMALAT MALAYSIA BERHAD (6175-W)
Treasury Processing & Settlement Department
Finance Division
Level 24, Menara Bumiputra, 21 Jalan Melaka 50100 Kuala Lumpur
Tel : 03 26005635, 5630, Fax : 03 28933202
E-mail : tps.dept@muamalat.com.my

A member of DRB-HICOM

بنك معاملات
Bank Muamalat

KOPERASI KKGLM MALAYSIA BERHAD
NO 3455A BANGUNAN COBE
JALAN SULTANAH ZAINAB
KOTA BHARU
15050 03
MALAYSIA

DEAR SIR/MADAM,

PRODUCT TYPE : SHORT TERM ACCOUNT

COUNTERPARTY : KOPERASI KKGLM MALAYSIA BERHAD

AS AGREED ON 09 SEPTEMBER 2020, WE CONFIRMED YOUR PLACEMENT WITH US. THE PARTICULARS OF WHICH ARE AS FOLLOWS:-

DEAL NO	:	162011
DEAL DATE	:	09 SEPTEMBER 2020
VALUE DATE	:	09 SEPTEMBER 2020
MATURITY DATE	:	23 SEPTEMBER 2020
TENOR	:	14 DAY(S)
RATE	:	1.35
PRINCIPAL AMOUNT	:	MYR 400,000.00
PROFIT	:	MYR 207.12

THIS CONFIRMATION IS COMPUTER GENERATED AND REQUIRES NO SIGNATURE.
IF WE DO NOT RECEIVE YOUR CONFIRMATION WITHIN (7) DAYS OF THE DEAL DATE, WE SHALL REGARD THE ABOVE TRANSACTION AS CORRECT AND IN ORDER.

CONFIDENTIAL

BANK MUAMALAT MALAYSIA BERHAD (6175-W)
Treasury Processing & Settlement Department
Finance Division
Level 24, Menara Bumiputra, 21 Jalan Melaka 50100 Kuala Lumpur
Tel : 03 26005635, 5630, Fax : 03 26933202
E-mail : tps.dept@muamalat.com.my

PERBANKAN ISLAM
A member of DRB-HICOM

RUSD INVESTMENT BANK INC
NO. U0065, 2ND FLOOR
JALAN OKK AWANG BESAR
87000 F.T LABUAN

DEAR SIR/MADAM,

PRODUCT TYPE : FOREIGN CURRENCY DEPOSIT

COUNTERPARTY : RUSD INVESTMENT BANK INC

AS AGREED ON 10 APRIL 2026, WE CONFIRMED YOUR PLACEMENT WITH US. THE PARTICULARS OF WHICH ARE AS FOLLOWS:-

DEAL NO	:	623331
DEAL DATE	:	10 APRIL 2026
VALUE DATE	:	10 APRIL 2026
MATURITY DATE	:	17 APRIL 2026
TENOR	:	7 DAY(S)
RATE	:	3.80
PRINCIPAL AMOUNT	:	USD 473,998.99
PROFIT	:	USD 350.23

THIS CONFIRMATION IS COMPUTER GENERATED AND REQUIRES NO SIGNATURE.
IF WE DO NOT RECEIVE YOUR CONFIRMATION WITHIN (7) DAYS OF THE DEAL DATE,
WE SHALL REGARD THE ABOVE TRANSACTION AS CORRECT AND IN ORDER.

CONFIDENTIAL

BANK MUAMALAT MALAYSIA BERHAD (6175-W)
Payment & Treasury Operations Department
Banking Operations Division
Level 24, Menara Bumiputra, 21 Jalan Melaka 50100 Kuala Lumpur
Tel : 03-2600 5635/ 5630, Fax : 03 26933202
E-mail : tps.dept@muamalat.com.my

(iv) Terms and Condition for FTA-i under Treasury

BANK MUAMALAT MALAYSIA BERHAD (BMMB) – TERMS & CONDITIONS OF TREASURY DEPOSIT: SHORT TERM ACCOUNT-i / FIXED TERM ACCOUNT-i /FOREIGN CURRENCY DEPOSIT-i (STA-i/ FTA-i/FCD-i)

(Protected by Perbadanan Insurans Deposit Malaysia ("PIDM") up to RM250, 000 for each depositor)

Any accounts opened and any operations on FTA-i/STA-i/FCD-i made shall be subject to and governed by the Terms & Conditions mentioned below:

DEFINITIONS AND INTERPRETATIONS

In these Terms & Conditions, the following terms shall have the following meanings:

"Account" refers to the FTA-i/STA-i/FCD-i account opened by the Customer and maintained with the Bank.

"Accountholder", "you" or ***"your"*** means the company in whose name the Account is opened and maintained with the Bank;

"Agent" means BMMB which shall be appointed by the Customer(s) as an agent to do such acts on behalf of the Customer(s) under the Shariah principle of *Wakalah* in matters pertaining to *Tawarruq* in accordance with the Terms & Conditions herein.

"Aqad" refers to Shariah-compliant contract that evidences the agreement between parties in a transaction.

"BMMB" or ***"the Bank"*** means Bank Muamalat Malaysia Berhad [Company No. 196501000376 (6175-W)] and includes its branches and its successor-in-title and assigns.

"BNM" means Bank Negara Malaysia.

"Current Account" refers to the Customer's current account opened and maintained with the Bank.

"Commodity" refers to any Shariah compliant asset such as crude palm oil ("CPO"), Plastic Resin-Polyethylene ("PE"), RBD Palm Olein ("OLN") or asset approved by Shariah Committee from time.

"Commodity Platform" is a commodity platform that provides services for *Tawarruq* transactions.

"Commodity Trading" means sale and purchase transactions performed in accordance with the Shariah principle of *Tawarruq*.

"Customer(s)" means the Accountholder.

"Delivery of Commodity" means delivery of the Commodity to the Customer who has requested to take physical possession of the Commodity.

"Deposit Taking Members (DTM)" refers to a member institution of PIDM that is a licensed bank or an Islamic bank.

"Early Redemption/Withdrawal Date" is the date which the Customer elects to terminate the FTA-i/ STA-i/FCD-i prior to the Maturity Date in accordance with [Clause 5.1 of these Terms & Conditions].

"FCD-i" refers to the Foreign Currency Deposit-i product.

"FTA-i" refers to the Fixed Term Account-i product.

"Trade Confirmation" refers to the confirmation on the details of STA-i/FTA-i/FCD-i deal done with Customer.

"Internet Banking Service" known as ***"i-muamalat"*** refers to the *i*-muamalat services or the Bank's internet banking service (as the context may require) made available by the Bank comprised, inter alia, the service, which may be accessed by the Customer via the internet, mobile devices or any other electronic medium approved by the Bank, in accordance with these Terms & Conditions.

"Law Enforcement Agency" may include, for example, the Royal Malaysia Police (PDRM), the Malaysian Anti-Corruption Commission (MACC), the Royal Malaysian Customs Department, the Malaysian Immigration Department, the Inland Revenue Board of Malaysia, and any other competent law enforcement authority.

"MACC" refers to Malaysian Anti-Corruption Commission (MACC).

"Maturity Date" refers to the date of maturity of the FTA-i/STA-i/FCD-i as specified in the FTA-i/STA-i/FCD-i trade confirmation.

"Murabahah" refers to a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser.

"Murabahah Sale Contract" refers to the aqad document between the Bank and the Customer which evidences the sale and purchase transaction under Murabahah, specifying the Murabahah Sale Price (being the acquisition cost plus the agreed mark-up).

"Murabahah Sale Price" means the sum payable by the Bank to acquire the asset from Customer on Murabahah basis which consist of the Purchase Price and total profit.

"Non-Deposit Taking Member" refers to any person other than a DTM.

"Personal Information" means any information relating to the Customer which the Bank may collect, access, store, use or process in connection with the Customer's application, onboarding, account maintenance, or transactions under the FTA-i/ STA-i/FCD-i product. This may include, but is not limited to, identification details, contact information, account numbers, transaction history, and other data provided to or obtained by the Bank during the course of the banking relationship.

"PIDM" refers to Perbadanan Insurances Deposit Malaysia

"Placement Date" means the date of placement or deposit of the Principal Amount into the Account.

"Police" refers to the police (Royal Malaysia Police – PDRM).

"Principal Amount" refers to deposit/placement amount.

"Profit" means the disclosed mark-up or profit margin determined by the Bank and agreed by the Customer at the point of entering into the Murabahah contract, which is added to the Purchase Price to arrive at the Murabahah Sale Price, and may be expressed as an absolute amount or as a percentage of the Purchase Price.

"Purchase Date" refers to the trading day for each *Tawarruq* transaction and on which the Commodity Platform is open for trading.

"Purchase Price" refers to an amount equivalent to the Principal Amount which will be used to purchase the Commodity on Trading Day.

"Purchase Transaction" is when the Customer purchases the Commodity (via the Bank acting as their Agent) from a supplier at the Purchase Price.

"Rebate" refers to 'waiver on rights of claim' accorded by a person to another person that has an obligation which is due to him/her. Under this product, the Rebate is granted by the Customer to the Bank on the Murabahah Sale Price at the Early Redemption/Withdrawal Date in accordance with the rate as set out under clause 6 of these Terms & Conditions.

"Redemption Amount" means the amount payable by the Bank to the Customer upon redemption of the FTA-i/ STA-i/FCD-i (whether on Early Redemption Date or at Maturity Date, as the case may be).

"Redemption Date" is the date the Customer terminates the Account and withdraws the entire Murabahah Sale Price.

"Sale Transaction" is when the Customer sells the Commodity (via the Bank acting as their Agent) to the Bank at Murabahah Sale Price.

"STA-i" refers to the Short Term Account-i product

"Tawarruq" consists of two sale and purchase contracts where the first involves the sale of an asset to a purchaser on a deferred basis and the subsequent sale involves sale of the asset to a third party on a cash basis. In this product, the Customer will purchase the Commodity at Purchase Price from a supplier and thereafter, sell the Commodity to the Bank at Murabahah Sale Price on the basis of *Murabahah* which shall be paid to the Customer at the Maturity Date. The Bank shall thereafter sell the Commodity to a third party on cash basis.

"Terms & Conditions" means the terms and conditions set out in this document and shall include any amendments, variations and supplements as may be mutually agreed by the Customer and the Bank from time to time.

"Trading Day" refers to the days where Commodity Trading is executed from Monday to Fridays except public holidays of Federal Territory of Kuala Lumpur.

"Wa`d" refers to a promise or undertaking, refers to an expression of commitment given by one party to another to perform certain action(s) in future; subject to shariah principle.

"Wakalah" is a contract in which a party (muwakkil) authorises another party as his agents (wakil) to perform a particular task, in matters that may be delegated, either voluntarily or with imposition of fee.

1. AGREEMENT ON APPOINTMENT AS AN AGENT

1.1 By submitting a duly completed Customer Information Form (CIF) and Wakalah Appointment Letter, the Customer (acting as the principal) agrees to appoint the Bank and the Bank agrees to accept the appointment as an Agent of the Customer to do and execute all acts for the purchase the Commodity at Purchase Dates in accordance with these Terms & Conditions.

1.2 Subsequent to the purchase of such Commodity at the Purchase Dates, the Customer also authorises the Bank to conclude the sale of the Commodity on behalf of the Customer, in accordance with these Terms & Conditions.

1.3 The Customer will sell the Commodity to the Bank and the Bank will buy the Commodity at the Murabahah Sale Price.

1.4 The Bank will only act as an Agent (to purchase and sell the Commodity on the Customer's behalf) to the Customer for the specific provisions made in this Terms & Conditions and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with the Customer.

1.5 The Bank will, in acting as the Agent and performing its obligation in buying and selling of the Commodity, act in the best interest of the Customer and in good faith.

1.6 The Bank shall not be obliged to enter into any transaction or follow any instruction by the Customer, if in the reasonable opinion of the Bank, and subject to prior consultation with the Customer (to the extent legally permitted and reasonably practicable), that it or its affiliates will breach of any applicable law, policy, rule or regulation as a result of entering into such transaction.

1.7 The Bank's appointment as an Agent of the Customer shall be terminated upon Early Redemption Date or Maturity Date provided that no auto renewal option is exercised. Upon the termination of the Bank's appointment as an Agent of the Customer, the Murabahah Sale Price shall become due and payable immediately and the Bank shall pay the outstanding Murabahah Sale Price which shall consist of the Principal Amount and any accrued profit (if applicable), taking into consideration the applicable Rebate, if any, to the Customer on the Redemption Date.

1.8 The Customer hereby agrees that the Customer shall hold the Bank free from any liability and indemnifies the Bank against any loss, claims, damages, costs and expenses whatsoever brought or claimed by any party and/or incurred and sustained by the Bank as a result of acting as Agent for Customer in performing the wakalah function or in enforcing the Terms & Conditions herein contained or incurred by the Bank in any legal proceedings of whatever nature save and except for any loss or damage caused by the gross negligence, fraud or willful misconduct of the Bank.

2. COMMODITY TRANSACTION

2.1 As the Agent of the Customer, the Bank shall enter into the Purchase Transaction on the Trading Day which falls on the same day or the next Trading Day following the Placement Date.

2.2 Subsequent to the Purchase Transaction, the Customer (through the Bank acting as their Agent) shall enter into the Sale Transaction on the same Trading Day as and when the Purchase Transaction is executed.

2.3 The Bank shall subsequently, sell the Commodity to the commodity purchaser for the amount equivalent to the Principal Amount.

2.4 The Murabahah Sale Price shall be computed based on the following formula:

Murabahah Sale Price = Purchase Price + Profit

2.5 The Murabahah Sale Price shall be paid on the Maturity Date by the Bank on deferred basis.

2.6 The Customer has the right to request for the Delivery of Commodity subject to the applicable minimum requirements and the terms and conditions of the Commodity Platform provider. The Customer may request the Delivery of Commodity by submitting a formal letter on the Customer's letterhead, duly signed by the authorised signatories, addressed to the Treasury team (Money Market, Treasury & Capital Markets Division) during the Bank's normal business hours. A copy of the letter may also be sent via email to the Treasury team (bmmb-moneymarket@muamalat.com.my) for reference. The delivery arrangement shall be made directly between the Customer and the Commodity Platform provider at the Customer's own costs including but not limited to brokerage, storage, transportation and other related costs. Upon the Customer's request for Delivery of Commodity, the Placement shall not be continued or renewed, and no new account shall be opened in respect of such Placement.

2.7 Upon the Maturity Date, unless the Customer opts for a renewal of the FTA-i/STA-i/FCD-i, the Redemption Amount shall be credited into the Customer's Current Account or any other payment instructions as accepted by the Bank from time to time.

3. PLACEMENT OF DEPOSIT

3.1 The minimum deposit required for the opening of FTA-i/STA-i/FCD-i shall be RM100,000 or such other amount as may be stipulated by the Bank from time to time.

3.2 The FTA-i/STA-i/FCD-i Trade Confirmation is not a document of title. It cannot be transferred, assigned or negotiated in any manner.

4. PROFIT PAYMENT

4.1 An amount of profit which is payable in connection with the FTA-i/STA-i/FCD-i ("**Profit**") shall be calculated based on the Principal Amount, tenure and profit rate and the following formula:

$$\textit{Profit} = \textit{Purchase Price} \times \textit{Profit Rate} \times \frac{\textit{Tenure (in days)}}{\textit{No. of days in particular year}}$$

4.2 On the Maturity Date, the Bank shall pay the Profit to the Customer.

4.3 As this is a capital guaranteed deposit product, the Principal Amount deposited with the Bank by the Customer shall be guaranteed and will be returned in full to the Customer upon any Early Redemption/Withdrawal Date, and/or Redemption/Maturity Date.

4.4 The Customer hereby agrees that the Bank's determination of any amount payable to the Customer under the FTA-i/ STA-i/FCD-i account save for manifest error shall be final, conclusive and binding against the Customer.

4.5 Profit at such rates as the Bank may specify shall be paid to the Customer Current Account/Originating Account, in accordance with the prevailing practice of the Bank.

4.6 The profit rate for FTA-i/ STA-i/FCD-i is written to the Customer before the deposit execution, the latter of which takes place upon the Customer's acceptance of the profit rate.

5. HIBAH PAYMENT

5.1 The Bank may at its absolute discretion grant Hibah to the Customer in certain circumstances as determined by the Bank's policies.

6. EARLY REDEMPTION/WITHDRAWAL AND REBATE/ IBRA'

6.1 The Customer shall have the right to request for early withdrawal and/or terminate the Account prior to the Maturity Date by submitting an instruction letter, signed by the authorised signatory(ies) via email to **the Money Market, Treasury & Capital Markets Division of the Bank** before 12.00 p.m. on the intended Early Redemption/Withdrawal Date.

6.2 At the Early Redemption/Withdrawal Date, the Bank shall pay to the Customer the Redemption Amount, and any Profit subject to the applicable Rebate. For the avoidance of doubt, the Rebate shall be granted by the Customer to the Bank only upon the Early Redemption/Withdrawal Date.

6.3 In the case of early withdrawal prior to the Maturity Date, the Customer hereby agrees and consents that any accrued Profit shall be subject to the Rebate/ Ibra' granted by the Customer to the Bank. The rate of the Rebate shall be 100% of the Profit.

7. RENEWAL

7.1 If the Customer intends to renew the FTA-i/STA-i/FCD-i, the Customer shall provide to the Bank the instruction on the renewal of the FTA-i/STA-i/FCD-i at the time of its placement or at any time prior to the Maturity Date. The FTA-i/STA-i/FCD-i will not be automatically renewed upon maturity. If no instruction is provided, the FTA-i/STA-i/FCD-i will be automatically remitted back to the Customer's CA Account.

8. LAW

8.1 8.1 These Terms & Conditions shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of BNM and other relevant bodies and authority, in force from time to time. Any disputes arising out of these Terms & Conditions shall be referred to the exclusive jurisdiction of the courts of Malaysia.

9. FREEZING AND SUSPENSION OF FIXED TERM ACCOUNT-i

9.1 The Customer agrees that the Bank reserves the right to freeze or suspense the Account at any time upon occurrence of any of the following events, subject to prior consultation with the Customer (to the extent legally permitted and reasonably practicable):

i. by virtue of directives from the Regulators and/or Authorities such as BNM, the Royal Malaysia Police, Malaysian Anti Corruption Commission (MACC) or investigation or court orders, insolvency or winding up of the Customer;

ii. in the event the Bank reasonably suspects that the Customer's Account is being used for or has been implicated in fraud or suspected fraud activities, or the Bank in its reasonable opinion is of the view that the information/ documents provided to the Bank for opening the Account had been found to be false and/or incorrect and/or tempered and/or a misrepresentation of identity;

iii. in the event the Bank, the Royal Malaysia Police and/or Authorities (BNM or SC) conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Account, misuse or suspicion of any misuse of the Account or any fraudulent transaction(s) in respect of the Account including but not limited to the depositing of cheques which the Customer is not beneficially entitled to;

iv. pursuant to any Police report lodged against the Customer in respect of the Account, by the Bank or any other person;

v. In the event any facilities granted to the Customer which are being deposited through the Customer are suspended, recalled or terminated for any reason whatsoever by the Bank;

vi. In the event of death of the account holder and/or the sole authorised signatory to operate accounts for a partnership and/or Company or any such legal entity, the Bank will continue to freeze the Accounts until a new mandate or a fresh authorised signatory is given to the Bank;

vii. upon the Bank being made aware of any cheques and/or monetary instruments and/or sums that has been credited into the Account are as a result of any forged and/or tampered instruments and/or instructions and/or fraudulent transactions, with the involvement of the Customer;

viii. Upon the Bank being made aware of complaints of suspicion being made by third parties with the Authorities that the Account has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits, provided that the Bank shall act reasonably in exercising its discretion in freezing the Accounts based on its own internal investigation or information made available to it by the Authorities;

ix. Upon the Bank 's receipt of any directives or an order from Law Enforcement Agency (LEA) as per requirements under Anti-Money Laundering, Anti-Terrorism Financing, Anti-Restricted Activity Financing and Proceeds of Unlawful Activities Act 2001

x. If the Customer's name is included under Bank's sanction list.

9.2 The above clause shall be applicable to account holder of individual, joint account or firm account under sole proprietorship or partnership.

9.3 The Customer agree that the aforesaid freezing or suspension of the Account shall cease or be lifted upon the occurrence of any of the following events:

i. in respect of the insolvency matters, it shall be shown to the reasonable satisfaction of the Bank by the Customer (with appropriate evidence) that the petition for winding-up has been validly withdrawn or dismissed or application dismissed or struck out by the relevant court, or upon the Bank being served with the appropriate court order sanctioning the lifting of the freezing or suspension of the Account;

ii. in respect of the Authorities' directives, the Bank has been informed in writing through written directives by the Authorities of the lifting of the freezing and suspension of the Account, or in the alternative an appropriate court order has been served on the Bank sanctioning the lifting of the freezing and suspension of the Account;

iii. in respect of the investigation by the Bank or Authorities, the Bank being reasonably satisfied that no further investigation is required or the Bank being served with a notification by the Authorities that the investigation has been discontinued and that the Account no longer has any bearing on any ongoing investigation.

9.4 The Customer shall consult the Bank for the purpose of unfreezing the FTA-i/STA-i/FCD-i with appropriate evidence to the satisfaction of the Bank that such action has been properly uplifted.

10. PERBADANAN INSURANS DEPOSIT MALAYSIA (PIDM)

10.1 Subject to latest version of the guidelines issued by Perbadanan Insurans Deposit Malaysia ("PIDM") and including any statutory amendment or re-enactment thereof, any capital will be protected by PIDM up to Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000) for each depositor only inclusive of the initial capital (including the Principal Amount) and any dividend (including the Profit) therefrom.

10.2 For the opening of trust account (solicitor's client account), the trustee must submit to the Bank the following information:

i. A statement that the deposit in the trust account is held in trust by the trustee;

ii. The trust account number;

iii. The trustee's name, address and identity card number or passport number or any other identification acceptable to the deposit-taking member;

iv. The name and address of each beneficiary or the alphanumeric code or any other code or identifier for such beneficiary; and

v. The amount or percentage of each beneficiary's interest in the trust account.

10.3 For the purpose of these Terms & Conditions, a trustee who fails to comply with the requirements under item 9.2 but who subsequently submits the required information to the Bank shall be deemed to be opening a new trust account under item 9.2 as at the date of submission of the information.

10.4 Any money withdrawn from an insured deposit is no longer protected by PIDM if transferred to a:

i. deposit account payable outside Malaysia;

ii. deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;

iii. deposit account held by a Non-Deposit Taking Member; or

iv. non-deposit account (e.g. Unit trust, securities trading account, Lembaga Tabung Haji, ASNB unit trust, gold account, and any other relevant non-deposit accounts).

11. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA UNDER THE ISLAMIC FINANCIAL SERVICES ACT 2013 ("IFSA") AND THE PERSONAL DATA PROTECTION ACT 2010 ("PDPA")

11.1 The Customer(s) consents and authorizes the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data, on a strictly need to know basis, to other entities within the BMMB including its branches as well as subsidiaries and other external parties, including but not limited to the parties/bodies listed in clause 10.2 below.

11.2 The Customer(s) also consent and agree to the Bank conducting credit checks and verification of information given by the Customer in the Customer's application for the Account or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. The Customer(s) also consent to the Bank's disclosure of the Customer's financial condition, details of accounts, account relationship with the Bank including credit balances, on strictly need to know basis, to:

i. Government or regulatory authorities in Malaysia and elsewhere, including BNM, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;

ii. companies which are related to the Bank by virtue of Section 6 of the Companies Act 2016, or any associated company of the Bank;

iii. party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to the Bank;

iv. the Bank's agents, consultants and professional advisers;

v. the police or any investigating officer conducting any investigation; and

vi. any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.

11.3 The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to the Customer's collected, compiled, or obtained by the Bank for the purposes of carrying out its services as Wakalah under the Customer's FTA-i/STA-i/FCD-i.

11.4 The Customer(s) hereby agree that the Bank's employees, independent contractor, representatives and/or agents to contact the Customer from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any products or services promotion unless objected to in writing by the Customer(s).

11.5 The Customer(s) also declare that all Personal Information and data set forth herein is/are all true, up to date and accurate and should there be any changes to any Personal Information or data set forth herein, shall notify the Bank as soon as reasonably practicable.

12. FORCE MAJEURE

12.1 Notwithstanding any other provisions herein, in the event the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control due to fire, earthquake, flood, epidemic, pandemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any factor in a nature of a force majeure or any failure or disruption to telecommunication, electricity, water, fuel supply, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer arising from the same.

13. NOTICES

13.1 No change in the Customer's address, email address, telephone number, authorised signatories or other particulars recorded with the Bank, howsoever brought about, shall be effective or binding on the Bank unless the Customer has given to the Bank a written notice of such changes.

13.2 The Customer is required to notify the Bank in writing as soon as reasonably practicable of any change in its authorised signatories, registered address or any other pertinent particulars in the Bank's records.

13.3 All communications sent by the Bank by electronic mail, post, courier, or by any other mode of communication to the Customer's last known address or contact details registered with the Bank shall be deemed duly delivered to and received by the Customer unless there is evidence to the contrary.

14. WAIVER

14.1 Failure or delay on the part of the Bank in exercising, or any omission to exercise, any right, power, privilege or remedy provided in these Terms & Conditions shall not constitute a waiver or acquiescence of such default nor shall it affect or impair any such right, power, privilege or remedy.

15. SEVERABILITY

15.1 If any of the Terms & Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. SUCCESSORS BOUND

16.1 These Terms & Conditions shall be binding upon the Customer's successors-in-title and permitted assigns and the successors-in-title and assigns of the Bank.

16.2 The Customer's obligations and liabilities shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in the constitution of the Bank.

17. MISCELLANEOUS

17.1 Subject to Shariah principles, the Bank reserves the right to add, modify or delete any of these Terms & Conditions and any such notice or communication of any additions, modifications or deletions may be delivered personally, by post, electronic mail, publication on the Bank's website or by any other mode deemed appropriate by the Bank.

17.2 In the event of any inconsistency between these Terms & Conditions and any brochures, marketing or promotional materials relating to the Product, these Terms & Conditions shall prevail.

17.3 The Bank reserves the right to change any or all of the above Terms & Conditions whenever deemed necessary by informing the Customer within twenty-one (21) calendar days' notice prior to the effective date of the new Terms & Conditions.

17.4 The terms and conditions including the discretion rights and/or powers given to any parties under these Terms & Conditions shall be subject to Shariah principles.

17.5 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English text and any translated version of these Terms & Conditions, the English version shall prevail.

(v) Foreign Currency Declaration Form

FE DECLARATION / AUTHORIZATION / UNDERTAKING LETTER
(TO BE COMPLETED BY CUSTOMER)

For purposes of complying with the **Notices on Foreign Exchange Policy** issued by **Bank Negara Malaysia** and the related and relevant provisions stipulated under the **Financial Services Act 2013 & Islamic Financial Services Act 2013** together with any standards, notices, orders, regulations and directions made thereunder (collectively referred to as 'the Foreign Exchange Policy'), I hereby declare the following:

SECTION A : DECLARATION OF RESIDENCY STATUS

1. Individual Client:

Please tick (√) the following boxes to determine and declare your residency status.

Citizenship	Permanent Resident Status of a country Outside Malaysia	Length of time residing outside Malaysia	Residency Status
☐ Malaysian Citizen	☐ No	N/A	Resident
	☐ Yes	☐ > 182 days*	Non-Resident
		☐ < 182 days*	Resident

Citizenship	Permanent Resident Status in Malaysia	Length of time Residing in Malaysia	Residency Status
☐ Non-Malaysian Citizen *_____ *(Please state country of Origin/birth)	☐ No	N/A	Non-Resident
	☐ Yes	☐ > 182 days*	Resident
		☐ < 182 days*	Non-Resident

** Computation of 182 days is based on per calendar years and need not be on a continuous basis. Per calendar year mean from 1st January 20X1 to 31st December 20X1*

2. Corporate Client:

Please tick (√) the following boxes to determine your residency status.

Constitution	Place of Incorporation	Residency Status
☐ Sendirian Berhad ☐ Berhad ☐ Private Limited Company ☐ Public Company ☐ Limited Liability Partnership ☐ Labuan Entities (see Note 1) ☐ Others_____ ☐ *(Please state the nature of your constitution if not available in the option provided)*	☐ In Malaysia	☐ Resident Entity
	☐ Outside Malaysia (Overseas)	☐ Non-Resident Entity
	☐ Labuan	☐ Non-Resident Entity

Note 1

Labuan Entity means an Entity which is created, incorporated, licensed or registered under any of the following legislation:

(a) Labuan Companies Act 1990 [*Act 441*];
(b) Labuan Trust Act 1996 [*Act 554*];
(c) Labuan Financial Services and Securities Act 2010 [*Act 704*];
(d) Labuan Islamic Financial Services and Securities Act 2010 [*Act 705*];
(e) Labuan Foundations Act 2010 [*Act 706*]; or
(f) Labuan Limited Partnerships and Limited Liability Partnerships Act 2010 [*Act 707*].

SECTION B: DECLARATION OF DOMESTIC RINGGIT BORROWING
(This section is to be completed by Resident only)

Please tick (√) the following boxes to declare your domestic ringgit borrowing status (see **Note 2**).

Resident Individual/Resident Entity:

☐ I / We **have** obtained domestic ringgit borrowing from a Resident in Malaysia
(If this declaration is selected - please complete all the following section below).

☐ I / We **have not obtained** any domestic ringgit borrowing from a Resident in Malaysia.
(If this declaration is selected, please complete all the following section below except Section C).

Note 2

Domestic Ringgit Borrowing :

(a) any Borrowing in Ringgit obtained by a Resident from another Resident; or
(b) any obligation considered or deemed as Domestic Ringgit Borrowing under any of the FE Notices.

Note:
For purposes of determining the Domestic Ringgit Borrowing status of a Resident Entity:-
(a) the Resident Entity is deemed to have a Domestic Ringgit Borrowing when another Resident Entity with Parent-Subsidiary Relationship has a Domestic Ringgit Borrowing; and
(b) the following shall **not** be considered as Domestic Ringgit Borrowing:-
  (i) a Borrowing obtained from another Resident Entity with Parent-Subsidiary Relationship;
  (ii) a Borrowing obtained from its Direct Shareholder; or
  (iii) any facility including credit facility or financing facility which is used for Sundry Expenses or Employees' Expenses only.

- "**Sundry Expenses**" refers to small and infrequent expenses for office supplies (e.g. stationaries), ancillary services (e.g. software and online subscription) and other minor expenses to facilitate daily business operation.

- "**Employees' Expenses**" refers to business-related expenses which may include, but not limited to, travel (e.g. lodging and transportation), entertainment, health, insurance, takaful and other employees' expenses, **excluding** investment.

Borrowing :

any utilised or unutilised credit facility or financing facility, redeemable preference share, Islamic redeemable preference share, Corporate Bond or Sukuk, **excluding:-**

(a) a trade credit term extended by a supplier for any goods or services;

(b) a credit limit that a LOB apportions for its client to undertake a Forward Basis transaction, **excluding** a transaction that involves:-

  (i) exchanging or swapping of Ringgit or Foreign Currency debt for another Foreign Currency debt; or

  (ii) exchanging of Foreign Currency debt for a Ringgit debt;

(c) a Financial Guarantee or Non-Financial Guarantee;

(d) an operational leasing facility;

(e) a factoring facility without recourse;

(f) a credit facility or financing facility obtained by a Resident Individual from a Resident to purchase one (1) residential property and one (1) vehicle; or

(g) a credit card and charge card facility obtained by a Resident Individual from a Resident.

SECTION C: DECLARATION FOR PERFORMING INVESTMENT IN FOREIGN CURRENCY ASSETS ONSHORE AND FOREIGN CURRENCY ASSET OFFSHORE

(This section is to be completed by Resident with domestic ringgit borrowing only)

Please tick (√) the following boxes for the appropriate declaration on performing **investment in foreign currency assets onshore and Foreign Currency Asset Offshore**. (see **Note 3**)

☐ I am a Resident Individual with domestic ringgit borrowing and shall comply with the following FE Policy when performing investment in foreign currency assets onshore and Foreign Currency Asset Offshore.

Investment in foreign currency assets onshore and Foreign Currency Asset Offshore of:-

☐ Any amount using foreign currency funds:-
- From abroad, other than proceeds from export of goods.
- From a non-resident, other than foreign currency borrowing.

☐ Up to RM10 million equivalent of foreign currency borrowing from a licensed onshore bank or a non-resident.

☐ Up to RM1 million equivalent in aggregate per calendar year using funds from:-
- Conversion of ringgit.
- Swapping of financial assets.
- Transfer from Trade FCA.

☐ I am a Resident Entity with domestic ringgit borrowing and shall comply with the following FE Policy when performing investment in foreign currency assets onshore and Foreign Currency Asset Offshore.

Investment in foreign currency assets onshore and Foreign Currency Asset Offshore of:-

☐ Any amount using foreign currency funds:-
- From abroad, other than proceeds from export of goods.
- From a non-resident, other than foreign currency borrowing.
- Foreign currency borrowing from a licensed onshore bank for direct investment abroad (DIA).

☐ Up to the amount of:-
- Approved foreign currency borrowing from non-resident.
- Foreign currency sourced from Initial Public Offering on the Main Market of Bursa Malaysia.

☐ Up to RM50 million equivalent in aggregate per calendar year on a corporate group basis from (see **Note 4**):-
- Conversion of ringgit.
- Foreign currency borrowing from a licensed onshore bank for purposes other than DIA.
- Swapping of financial assets.
- Transfer from Trade FCA.

Foreign Currency Asset Onshore

(a) Foreign Currency-denominated securities or Islamic securities offered in Malaysia by a Resident as approved in writing by the Bank;

(b) Foreign Currency-denominated Financial Instrument or Islamic Financial Instrument offered in Malaysia by a Resident as approved in writing by the Bank **excluding** a derivative transaction entered with Firm Commitment;

(c) deposit in Investment FCA with a LOB or an approved Financial Institution as specified in Notice 3; or

(d) any instrument offered by a LOB with Foreign Currency delivery at maturity.

Note 3 :

Foreign Currency Asset Offshore (*previously referred to as "Investment Abroad"*).

(a) financial asset in Malaysia swapped for a financial asset outside Malaysia;

(b) Foreign Currency loan to a Non-Resident;

(c) working capital arising from the set up of any business arrangement, including a joint venture project outside Malaysia where no Entity is created or established;

(d) deposit in a Foreign Currency Account outside Malaysia **excluding** for education, employment or migration outside Malaysia;

(e) Foreign Currency-denominated:-

(i) asset offered by a Non-Resident or any person whose residency cannot be determined. Without prejudice to the generality of the term "asset", this shall include tangible and intangible asset;

(ii) asset in Labuan International Business and Financial Centre or outside Malaysia;

(iii) Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment offered on a Specified Exchange under the CMSA outside Malaysia undertaken by a Resident through a Resident futures broker; or

(iv) Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment undertaken by a Resident Individual from a Non-Resident.

Note 4

The RM50 million equivalent refers **to investment in foreign currency assets Onshore and Foreign Currency Asset Offshore** by the resident entity and other resident entities within its group of entities with parent-subsidiary relationship.

SECTION D: FOREIGN CURRENCY BORROWING

(This section is to be completed by Resident only)

Please tick (√) the following boxes for the appropriate declaration on foreign currency borrowing.

Resident individual

☐ I have **not obtained** any foreign currency borrowing from a licensed onshore bank or a non-resident.

☐ I have **obtained** foreign currency borrowing from a licensed onshore bank and or a non-resident and that the foreign currency borrowing obtained from these sources have not exceeded the RM10 million equivalent in aggregate limit.

Resident Entity

- ☐ We have **not obtained** any foreign currency borrowing from a licensed onshore bank or a non-resident.

- ☐ We **have obtained** foreign currency borrowing from a licensed onshore bank for **investment in foreign currency assets onshore and Foreign Currency Asset Offshore** and the utilization of the afore-mentioned foreign currency borrowing has not exceeded RM50 million equivalent in aggregate per calendar year on a corporate group basis.

- ☐ We **have obtained** foreign currency borrowing from a non-resident and the foreign currency borrowing does not exceed RM100 million equivalent in aggregate based on our borrowing and that of other resident entities within our group of entities with parent-subsidiary relationship.

SECTION E: OTHER RELATED DECLARATION AND UNDERTAKING

(This is to be completed by all Resident & Non-Resident clients)

I / We further declare the information provided in this document, any payment request, instruction, order and related correspondences with **BMMB** is true and accurate and in full compliance with the Foreign Exchange Policy.

I / We shall be fully responsible for any inaccurate, untrue or incomplete information provided.

I / We hereby authorise the **BMMB** to make this information available to Bank Negara Malaysia ("BNM") in compliance with the Foreign Exchange Policy.

I / We hereby agree and give consent to the following:-

1. **BMMB** reserves the right to reject any payment request, instruction, order that is not in full compliance with the Foreign Exchange Policy and to decline performing any transaction that has not obtained the prior approval from Bank Negara Malaysia or in violation of the afore-mentioned policy.

2. I / We shall indemnify and keep indemnified **BMMB** from and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses, monetary penalty imposed by regulators and any other amount whatsoever claimed against **BMMB** resulting from a failure to comply with any terms & conditions stipulated herein.
3. I/We shall disclose and furnish to **BMMB** any information required or deemed necessary and to the satisfaction of **BMMB** in a timely manner within the period specified by **BMMB**, whether or not for the purposes of complying with the laws, rules, regulations, directives and guidelines of Bank Negara Malaysia and/or given, made or established by **BMMB**;

4. Pending receipt of information by **BMMB** from me/us and until received and verified thereof to the satisfaction of the **BMMB** and/or the relevant authorities, **BMMB** shall not be obliged to proceed with any transactions;

I / We hereby undertake the following:

- to inform **BMMB** of any subsequent changes to the information stated herein
- to obtain the specific approval from Bank Negara Malaysia for:
    - any transaction requiring such approval
    - any transaction that would exceed the limit prescribed any under the Foreign Exchange Notices.

Confirmation & Acknowledgement

I/We hereby confirm that I/We have read and fully understood the contents of this FE DECLARATION/ AUTHORIZATION / UNDERTAKING LETTER ("FE DECLARATION") and all the Terms and Conditions together with the explanatory notes.

I/We acknowledge that I/we have received a copy of the FE DECLARATION / AUTHORIZATION / UNDERTAKING LETTER and hereby agree to be bound by it.

.....

Signature of Client

Name :

MyCard/Passport Number :

Date :

For BMMB's own use.

(This section is to be sign off by BMMB's officer jointly with the parties recommending the application)

I hereby confirmed that I have performed the required FE due diligence and have advised and explained the nature of the declaration / authorization / undertaking made by the client in compliance with the relevant Foreign Exchange Notices.

.....

BMMB Officer Performing FE Due Diligence

Name :

MyCard No :

Designation :

APPENDIX 2 – ACCOUNTING ENTRIES

(2014) As per FTA-i

FIXED TERM ACCOUNT-i (Treasury & Capital Markets)
(TAWARRUQ/ COMMODITY MURABAHAH)

ENTRY	NARRATIVE/ DESCRIPTION	TB CATEGORY
	Treasury Transactions upon placement of FTA-i	
	1. Deposit received from customer	
DR	Cash/ CASA (Customer) / Cheque	BS
CR	Fixed Term Account - i	BS
	COD transactions on purchase & selling of commodity at Bursa	
	2. Purchase of commodity as requested by Customer (Bank acting as purchasing agent of the customer i.e. Wakalah)	
DR	Commodity Suspense A/c	BS
CR	Bursa Malaysia Islamic Services(BMIS) Dealing A/C	BS
	3. Bank sells the commodity to another commodity company in the market at cost on spot basis	
DR	CASA (Commodity company)	BS
CR	Commodity Suspense A/c	BS
	4. Brokerage fees to be absorbed by Bank	
DR	Brokerage Fee – FTA-i	PL
CR	Cash (Bank Balance)	BS
	5. Profit Accrual	
	a) upfront profit paid to customer (without amortisation)	
DR	Dividend paid FTA-i	PL
CR	CASA customer	BS
	b) Monthly, quarterly, half yearly or yearly profit	
	i) accrual of profit	
DR	Dividend paid FTA-i	PL
CR	Dividend payable	BS
	6. a) Maturity with upfront profit	
DR	Fixed Term Account - i	BS
CR	CASA customer	BS
	6. b) Maturity without upfront profit	
DR	Fixed Term Account - i	BS
DR	Dividend payable	BS
CR	CASA customer	BS
	7. a) Redeposit without profit	
DR	Fixed Term Account - i (old)	BS
CR	Fixed Term Account - i (new)	BS
	7. b) Profit to depositors	
DR	Dividend payable	BS
CR	CASA customer	BS
	8. Redeposit with profit	
DR	Fixed Term Account - i (old)	BS
DR	Dividend payable (old)	BS
CR	Fixed Term Account - i (new)	BS
	9. Loss of Certificate	
DR	Cash / CASA customer	BS
CR	Bankers Cheque for Stamping duty	BS
CR	Service Charges	PL
	10. Premature withdrawal / Early termination	
DR	Fixed Term Account - i	BS
CR	Cash / CASA customer	BS
CR	Dividend payable	BS

APPENDIX 3 – RISK ASSESSMENT

(2014) Risk Assessment

RISK ASSESSMENT AND SIGN-OFF

BRANCH/ DEPARTMENT/ CENTRE : **PRODUCT DEVELOPMENT AND MARKETING (PDM)**
REFERENCE : **PRODUCT MANUAL - MUAMALAT FIXED TERM DEPOSIT-i (TAWARRUQ)**

NO.	ITEMS	RISK ISSUES	RESPONSE BY THE RESPECTIVE DEPARTMENT	ASSESSMENT ON RESPONSE	RESIDUAL RISK IDENTIFIED	RISK TREATMENT (TAKE / TREAT / TRANSFER/ TERMINATE)
PRODUCT/ ~~PACKAGE/ CAMPAIGN~~ FEATURES						
1.	Regulatory requirement	To ensure that this proposal satisfies all requirements stipulated in the Guidelines on Introduction of New Product as an addition to the requirements stated in this Investment Account Framework.	This product is fall under deposit category instead of investment product.	Noted – PDM to ensure compliance to Guidelines on Introduction of New Product	Compliance Risk/ Operational Risk	Treat
2.	Previous Risk Assessment	Refer to the previous Risk Assessment on January 2013 (as per ***ATTACHMENT 1***), PDM is to: i. confirm are there any changes to the previous product features other than items stated in this BRMC proposal paper? ii. to ensure all items highlighted in the previous Risk Assessment has been taken care/ complied.	Referring to the previous risk assessment, the GIA and SGID will be offering by the Bank. For our current decision, GIA & SGID will be ceased after the maturity of the accounts. i- The changes are on the tenure, minimum amount as stated in the latest product manual as attached. Several information have been added pertaining to Corporate Wholesale customers. There is no changes for Retail, All the changes as per ORM's comments earlier have been incorporated in the attached manual. ii- Noted.	Noted on the changes. PDM to ensure compliance.	Compliance Risk/ Operational Risk	Treat
3.	Fees and Charges	Noted that the brokerage fee of RM15 per RM1 million transactions is to be borne by the Bank. i. Please clarify if the RM15 fee is on per customer basis or accumulated (batch basis) for every million RM?	Yes the charge is pro-rated based on RM15 per million. 1 – the charge is based on the trading amount and it will be performed based on batch basis at the end of the day or next working day.	Noted on the brokerage fee and its operational matters – to ensure it is stated in SOP accordingly.	Operational Risk	Treat

NO.	ITEMS	RISK ISSUES	RESPONSE BY THE RESPECTIVE DEPARTMENT	ASSESSMENT ON RESPONSE	RESIDUAL RISK IDENTIFIED	RISK TREATMENT (TAKE / TREAT / TRANSFER/ TERMINATE)
		ii. If on batch basis, how do you distribute the certificate?	2- the MFTD-i cert will be given to the customer after the placement transaction. For the trading, there will be a separate certificate that has been generated by BSAS which consisting of the customer's name.			
4.	Section 2 Item 3 in product manual Commodity Stock	Is there any Standing Instruction(SI) to Bursa Suq Al-Sila, so that any outstanding physical commodity before end of the business day to be sold by Bursa.	There is no standing instruction as the trading is on the spot basis.	Noted - Please ensure no outstanding physical commodity by end of day, to avoid the bank owning the commodity.	Market Risk	Take
5.	Section 2 Item 8 in product manual Renewal and Rollover	One of the product feature is the banks pays upfront the profit, is the customer allowed to rollover, principle + profit? 1. If allowed, please review the accounting entries. i.e. customer account should be debited. 2. If not allowed, please specify in the document.	For rollover, customer has to come to the branch for the rollover as it's involved different tenure with a new aqad. For auto renewal, yes, the customer is allowed to renew the principle + profit but it is only for maturity payment only. We have stated in bullet no 2, principal or principal plus profit (maturity balance). To avoid confusion, we have changed it to "(for maturity profit option only)" The accounting entries already cater the for the principal + profit option.	Noted.	NA	NA
OPERATIONAL MATTERS						
6.	Product Manual – 2.1 Market Segmentation	How about non-profit organization? Not our target customer?	It is part of our target segment of corporate and commercial.	To ensure that this is reflected in the Product Manual.	NA	NA

NO.	ITEMS	RISK ISSUES	RESPONSE BY THE RESPECTIVE DEPARTMENT	ASSESSMENT ON RESPONSE	RESIDUAL RISK IDENTIFIED	RISK TREATMENT (TAKE / TREAT / TRANSFER/ TERMINATE)
7.	Product Manual – 9.0 Reports	May not need to update in the Product manual but SOP.	Will be maintained in the product manual the general details on report. The details of the report will be stated in SOP.	Noted. To update the detail reports required to be checked in the SOP.	Operational risk	Treat
8.	Product Manual - 11.0 Regulatory concerns	Murabahah Tawarruq or Commodity Murabahah. To streamline the term being used. In item 3.3, the term updated is Tawarruq/Commodity Murabahah.	Has streamlined the term.	Noted	NA	NA
9.	Appendix 2 General Process Flow	1st & 2nd chart repetitive. Suggest to delete the 1st chart	The 1st flow is the original flow without any explanation. To remain the 1st flow.	Then the 1st chart should not be updated as step 1. To delete the word "step 1" in the 1st chart and remain in the 2nd chart.	Operational risk	Treat
10.	eFORM - Part C – Profit Payment Options.	How about the option being given of "upon maturity". This has not been updated here.	Noted & updated.	Noted	NA	NA
11.	Appendix 4 – MFTD-i Certificate	1) The title to be changed from "Sijil Deposit Berjangka Tetap Berjangka" to "Sijil Deposit Berjangka Tetap". 2) Pengishtiharan a) From "sayarat" to "syarat", a) From "notis kepada saya/kami" to "notis pemberitahuan". d) Why do we have this clause in item d)? Will we be giving out certificate prior to cheque clearance? 3) Declaration a) Suggest to delete "to me/us" b) "I/We am/are" instead of "*I/am are*".	1) Noted and amended 2) (a) Noted & amended (d) this certificate will be given to the customer and only valid once the cheque is cleared. 3) (a) Delete "notice to me/us" and changed to notification (b) noted and amended	1 & 2(a) : Noted 2(d): As for GIA, the opening of GIA will only be performed upon clearance of cheque. In the meantime, the cheque will be parked under GL account. Is it not the same for MFTD-i? If it is the same, why is it that we require to provide the certificate first? What if cheque returned? 3(a) & 3(b): Noted	Operational risk	Treat

NO.	ITEMS	RISK ISSUES	RESPONSE BY THE RESPECTIVE DEPARTMENT	ASSESSMENT ON RESPONSE	RESIDUAL RISK IDENTIFIED	RISK TREATMENT (TAKE / TREAT / TRANSFER/ TERMINATE)
12.	Appendix 5 – Accounting Entries	i. Item no. 1 How about clearing cheques? Do we accept these for placements? Accounting entries? ii. Item no. 3 There is debit of cash. COD will receive cash?	i. Item no.1 Amended on App 5. customer's mode of payment to include Cheque ii. Item no.3 Cash here is part of Bank's balance as Bank has to make payment – amended on Appendix 5.	i. Item no. 1 The accounting entries for cheques clearing have to be updated. It will be parked in a GL account pending clearance. ii. Item no. 3 Noted.	Operational risk	Treat
13.	Appendix 6 – PDS No. 3	Profit Payment option – to update option given of upon maturity.	Noted & updated	Noted	NA	NA
14.	General – Processes and SOP.	All processes are to be detailed out prior to launching and implementation.	In the midst of finalising the SOP.	Noted	Operational risk	Treat

Remarks:
Our assessments were based on the level of information given to the department through the proposal paper.

Prepared By:

(SORAYA MERICAN)
Risk Governance Section

(RIZAL SAINI ABDUL SHUKOR)
Credit Risk Management Section

(BAKHTIAR ABDULLAH)
Operational Risk Management Section

(WAN NORHAZIKI WAN ABDUL HALIM)
Shariah Risk Section

(SHAIFUL HISHAM SHARUDDIN)
Market Risk & ALM

Concurred By:

(ADINOR MOHAMED YUNUS)
Head, Risk Management Department

Date: 08/01/2014

APPENDIX 4 – SHARIAH COMMITTEE'S APPROVAL

(2023) SC Approval

بنك معاملات
Bank Muamalat

LETTER OF APPROVAL AND CONFIRMATION

Reference No : **L.A 25/2023**

Details of Approval

- Title/issue : Proposal to Change Commodity *Murabahah* Programme (CMP) Corporate Deposit Name and Documentation
- Date of Meeting : 19 October 2023
- Category : Product Concept and Structure
- Owner : Treasury & Capital Markets Department

PART 1 : EXECUTIVE SUMMARY

i. Background

Seek the committee approval to rename the Commodity *Murabahah* Programme (CMP) Corporate Deposit (Foreign Currency Deposit) product and adopt a standard documentation replicating the Short-Term Account-i (STA-i)/Fixed Term Account-i (FTA-i) (Malaysian Ringgit (RM). Despite both being deposit products in Treasury for Non-RM and RM, the current documentations applied greatly differs. STA-i/FTA-i (RM deposit) has gone through a review process on the highlighted requirements in 2020, while the CMP Deposit Corporate (Non-RM deposit) remains status quo since the product inception in approximately year 2000. Treasury & Capital Markets Department (TCMD) intends to rename the product to "Foreign Currency Deposits" and streamline the on-boarding documentation as recommended by Shariah review and Product team for better clarity.

General comparison of the deposit products:

Criteria	CMP Deposit Corporate (Foreign CCY)	FTA/STA (MYR)
BNM Approval	No record	14 April 2014
SC Approval	• No record approval on product structure • 26 January 2010 (AVC 8/2010) (Adoption of AIBIM's simplified Murabahah Terms and Condition documentation)	• 6 Dec 2012, 5 Jan 2014 & 5 March 2014 (Product Structure) • 28 Oct 2020 (Product Manual)
Product Manual (PM)	Not available	PM on FTA-i - Treasury & Capital Markets
Standard Operating Procedure (SOP)	SOP on TCM – Money Market	1. SOP on TCM – Money Market 2. SOP on Fixed Term Account
Product Code	CMP Deposit Corporate	Fixed Term Account Short Term Account
Market Segment	SME, Corporate, Commercial, Government, Others (Club Societies), Domestic FI, Domestic Non-FI Entities.	SME, Corporate, Commercial, Government, Others (Club, Societies), Domestic FI, Domestic Non-FI Entities.
Tenure	Max 12 months	Min: STA: 1 day, FTA 1 year Max: STA: 1 year, FTA 5 years
Currency	Foreign currencies (non-MYR)	MYR only
Amount	Not available	Min amount RM100,000
Documentation	1. Corporate Murabahah Master Agreement (CMMA) 2. Master Agency Agreement (MAA) 3. Terms and Conditions for Commodity Murabahah via Tawarruq Corporate Deposits 4. Murabahah Sales Contract (MSC) 5. Foreign Currency Declaration Form (For Treasury KL Only)	1. Application Form for Opening of FTA/STA (via Customer Information Form (CIF Form)) 2. Terms & Conditions of Treasury Deposit - Fixed Term Account-i 3. Letter of Wakalah Appointment 4. Murabahah Sales Contract (MSC)

Three (3) major differences are highlighted from the earlier comparison:

1. Absence of Product Manual
2. No minimum amount set
3. Documentation list

The bank has been adopting the Association of Islamic Banking and Financial Institutions Malaysia (AIBIM)'s Commodity *Murabahah* Master Agreement (CMMA) and *Murabahah* Master Agreement (MMA) as the main documentation. As per the recent Shariah Review recommendation, TCMD agreed to streamline the documentation that provides uniformity and clarity. At the same time, the required development of the Product Manual needs to be addressed and the deposit minimum amount to be set accordingly.

ii. Proposal

TCMD proposed the following 4 changes:

i. To rename the product Foreign Currency Deposits;

ii. To supersede and cancel the present CMP Corporate Deposit documentations Adopting the STA-i /FTA-i documentations (but to maintain Foreign Exchange Declaration Form);

iii. To pursue and collaborate with the Product and Innovation Department (PID) on drafting the Product Manual;

iv. To set the minimum deposit requirement during the Product Manual working group session.

		Current	Proposal
1	Name	CMP Deposit Corporate	Foreign Currency Deposits
2	Documentation	1. Corporate Murabahah Master Agreement (CMMA) 2. Master Agency Agreement (MAA) 3. Terms and Conditions for Commodity Murabahah via Tawarruq Corporate Deposits 4. Murabahah Sales Contract (MSC) 5. Foreign Currency Declaration Form (For Treasury KL Only)	1. Application Form for opening foreign currency via Customer Information Form (CIF) 2. Letter of Wakalah Appointment 3. Terms & Conditions of Treasury Deposit - Fixed Term Account-i 4. Murabahah Sales Contract (MSC) 5. Foreign Currency Declaration Form (For Treasury KL Only)
3	Product Manual (PM)	Not available	Product Manual to be drafted and published
4	Amount	Not available	To set at min amount of RM100,000 equivalent

iii. Important Shariah Highlights (If any)

The Shariah Committee (SC) noted on proposed change of name for the Commodity *Murabahah* Program (CMP) Corporate Deposit as well as the Documentation as presented and decided as follows:

i. Approve the proposed change of name for the Commodity *Murabahah* Program (CMP) Corporate Deposit to Foreign Currency Deposits. However, considering that there are several suitable names proposed, the SC leaves it to the Bank to determine the appropriate product name and notify the SC once finalized;

ii. Agree for the Bank to align the usage of documentation for the Foreign Currency Deposits product with the documentation of the Fixed Term Account-i (FTA-i)/Short Term Account-i (STA-i) that use the Malaysian Ringgit (RM) currency since the documentation has been reviewed and approved by the Vetting Committee and maintains the use of the "Foreign Currency Declaration Form (For Treasury KL Only)" to simplify the Bank's internal process;

iii. Agree for the Bank to establish a product manual for Foreign Currency Deposits and details of the product's features including the minimum deposit for the product;

iv. Forward related amended documentation to the SC through Shariah Department for the purpose of issuing a Letter of Approval.

TCM has been confirmed on 14/11/2023 that the finalized name used is Foreign Currency Deposits and notified to SC in the 12th SC meeting dated 22nd November 2023.

iv. Conclusion

Shariah Committee's approval is sought on changes of the Commodity *Murabahah* Programme (CMP) Corporate Deposit Name and Documentation.

PART 2 : DECISION

بِسْمِ اللَّهِ الرَّحْمَٰنِ الرَّحِيمِ

We, the Shariah Committee for Bank Muamalat Malaysia Berhad, have studied and perused the above mentioned paper, which has been tabled to us in the 11th Shariah Committee Meeting 2023 and to the best of our knowledge, we hereby confirm that the said proposal does not contravene with the Shariah principles and does not attract any Shariah issue that have not been deliberated by the Shariah Advisory Council (SAC) of Bank Negara Malaysia.

(Dr. Yusri bin Mohamad)
CHAIRMAN

(Dr. Mohd Shahid bin Mohd Noh)
COMMITTEE

(Dr. Ahmad Zakirullah bin Mohamed Shaarani)
COMMITTEE

(Dr. Muhamad Azhari bin Wahid)
COMMITTEE

(Dr. Badruddin bin Hj. Ibrahim)
COMMITTEE

(Khairun Najmi bin Saripudin)
COMMITTEE

(2020) SC Approval on Product Manual

CONFIDENTIAL

LETTER OF APPROVAL AND CONFIRMATION

Reference No	:	**L.A 13/2020**
Details of Approval		
• Title/issue	:	Approval on the Product Manual on Fixed Term Account-i (FTA-i) for Treasurry & Capital Market (TCM)
• Date of Meeting	:	28 October 2020
• Category	:	Documentation
• Owner	:	Product Development & Innovation Department

PART 1 : EXECUTIVE SUMMARY

i. **Background**

Fixed Term Account-i (FTA-i) is an existing treasury product inherited from Bank Bumiputra during the formation of the Bank.

Pursuant to the issue tabled by Shariah Review Section to Shariah Committee on 19 February 2020, SC has requested for Treasury & Capital Market Division (TCM) to perform a housekeeping for all TCM products.

Thus, TCM and Product Development & Innovation Department (PDID) has developed the product manual and conducted the due review process.

ii. **Proposal**

In light of this, the Product Manual on Fixed Term Account-i (FTA-i) was established as per attached in *Appendix 1*.

iii. **Important Shariah Highlights (If any)**

The Shariah committee approved the Product Manual presented subject to the following:

i. The product name for Short Term Account-i should be reviewed in all documentation to avoid confusion to customers;

ii. Amendment of the illustration on Murabahah Sales Price on page 14 needs to be updated to the current year;

iii. Optional clauses for physical delivery of commodities should be included in the relevant documents.

PDID have submitted the amended copy as per recommendation from the Shariah Committee.

v. **Conclusion**

Shariah Committee's approval is sought for the established document

PART 2 : DECISION



In the name of Allah, most Gracious, most Merciful

We, the Shariah Committee for Bank Muamalat Malaysia Berhad, have studied and perused the above mentioned paper, which has been tabled to us in the 7th Monthly Meeting 2020 and to the best of our knowledge, we hereby confirm that the said proposal does not contravene with the Shariah principles and does not attract any Shariah issue that have not been deliberated by the Shariah Advisory Council (SAC) of Bank Negara Malaysia.

(Azizi Che Seman)
CHAIRMAN

(Prof. Madya Dr. Mohamad Sabri Haron)
COMMITTEE

(Dr. Wan Marhaini Wan Ahmad)
COMMITTEE

(Dr. Mohd Shahid bin Mohd Noh)
COMMITTEE

(Dr. Yusri Mohamad)
COMMITTEE

بنك معاملات
Bank Muamalat

LETTER OF APPROVAL

(via Circulation)

Reference No : **28/2014**

Details of Approval

- Title/issue : Product Manual of Fixed Term Account-i (Tawarruq) and Related Documents
- Date of Approval : 3 Jamadil Awal 1435H / 5 March 2014
- Category : Decision Required
- Owner : Product Development & Marketing Department

PART 1 : EXECUTIVE SUMMARY

i. **Background / Introduction**
The objective of this paper is to seek the Shariah Committee (SC) review and approval on the attached documents.

ii. **Objectives/Concept**
Please refer to the attached documents.

iii. **Issues**
Please refer to the attached documents.

iv. **Remarks by Shariah Committee (if any)**
Please refer to the attached Approval via Circulation Review from SC

v. **Conclusion**
Based on the above, Shariah Committee is hereby requested to consider and if thought fit, to give views and approved the documents.

PART 2 : DECISION

بسم الله الرحمن الرحيم

In the name of Allah, most Gracious, most Merciful

We, the Shariah Committee for Bank Muamalat Malaysia Berhad, have studied and perused the documents which has been tabled to us and to the best of our knowledge, we hereby confirm and acknowledge that the Product Manual of Fixed Term Account-i (Tawarruq)) and Related Documents do not contravene with the Shariah principles and do not attract any Shariah issue that has not been deliberated by the Shariah Advisory Council (SAC) of Bank Negara Malaysia.

(Azizi Che Seman)
CHAIRMAN

(Engku Ahmad Fadzil Engku Ali)
COMMITTEE

(Prof. Madya Dr. Mohamad Sabri Haron)
COMMITTEE

(Dr. Ab. Halim bin Muhammad)
COMMITTEE

(Dr. Zulkifli Mohamad)
COMMITTEE

(Dr. Wan Marhaini Wan Ahmad)
COMMITTEE

LETTER OF APPROVAL
(via Circulation)

Reference No : **1/2014**

Details of Approval

- Title/issue : Product Manual of Muamalat Fixed Term Deposit-i (Tawarruq) and Related Documents
- Date of Approval : 1 Rabiul Awal 1435H / 3 Januari 2014
- Category : Decision Required
- Owner : Product Development & Marketing Department

PART 1 : EXECUTIVE SUMMARY

i. **Background / Introduction**
The objective of this paper is to seek the Shariah Committee (SC) review and approval on the attached documents.

ii. **Objectives/Concept**
Please refer to the attached documents.

iii. **Issues**
Please refer to the attached documents.

iv. **Remarks by Shariah Committee (if any)**
Please refer to the attached Approval via Circulation Review from SC

v. **Conclusion**
Based on the above, Shariah Committee is hereby requested to consider and if thought fit, to give views and approved the documents.

PART 2 : DECISION

بسم الله الرحمن الرحيم

in the name of Allah, most Gracious, most Merciful

We, the Shariah Committee for Bank Muamalat Malaysia Berhad, have studied and perused the documents which has been tabled to us and to the best of our knowledge, we hereby confirm and acknowledge that the Product Manual of Muamalat Fixed Term Deposit-i (Tawarruq) and Related Documents does not contravene with the Shariah principles and does not attract any Shariah issue that has not been deliberated by the Shariah Advisory Council (SAC) of Bank Negara Malaysia.

(Azizi Che Seman)
CHAIRMAN

(Engku Ahmad Fadzil Engku Ali)
COMMITTEE

(Prof. Madya Dr. Mohamad Sabri Haron)
COMMITTEE

(Dr. Ab. Halim bin Muhammad)
COMMITTEE

(Dr. Zulkifli Mohamad)
COMMITTEE

(Dr. Wan Marhaini Wan Ahmad)
COMMITTEE

CONFIDENTIAL

بنك معاملات
Bank Muamalat

LETTER OF APPROVAL AND CONFIRMATION

Reference No : **L.A 24 / 2012**

Details of Approval

- Title/issue : Muamalat Fixed Term Deposit-i (Commodity Murabahah)
- Date of Meeting : 6th December 2012
- Category : New Product
- Owner : Product Developement Department

PART 1 : EXECUTIVE SUMMARY

i. Background / Introduction

The Bank currently offers two types of fixed deposit accounts i.e GIA and SGIA using Mudharabah concept. Pursuant to the guideline on Shariah Standard on Mudharabah issued by BNM on 22/10/12, the products will no longer be eligible for PIDM coverage. Thus, the Bank is compel to seek alternative Shariah concept for the new product namely Muamalat Fixed Term Deposit-i.

ii. Shariah Concept/Product Features

Shariah concept used are Tawarruq, Murabahah and Wakalah.
For the details of Product Structure and Features, please refer to pg. 4 to 7 in the attachment.

iii. Important Shariah Highlights (If any)

Nil

iv. Conclusion

Based on the above, Shariah Committee is hereby requested to consider and if thought fit, to give views and approve the said product structure.

PART 2 : DECISION

بسم الله الرحمن الرحيم

in the name of Allah, most Gracious, most Merciful

We, the Shariah Committee for Bank Muamalat Malaysia Berhad, have studied and perused the abovementioned paper, which has been tabled to us in the 5th Special Meeting of Shariah Committee 2012 and to the best of our knowledge, we hereby confirm that the said product structure does not contravene with the Shariah principles and does not attract any Shariah issue that has not been deliberated by the Shariah Advisory Council (SAC) of Bank Negara Malaysia.

(Azizi Che Seman)
CHAIRMAN

(Engku Ahmad Fadzil Engku Ali)
COMMITTEE

(Prof. Madya Dr. Mohamad Sabri Haron)
COMMITTEE

(Dr. Ab. Halim bin Muhammad)
COMMITTEE

(Dr. Zulkifli Mohamad)
COMMITTEE

(Dr. Wan Marhaini Wan Ahmad)
COMMITTEE

APPENDIX 5 – EXECUTIVE RISK MANAGEMENT COMMITTEE'S APPROVAL

(2020) ERMC Notification on Product Manual

Thu 12/11/2020 11:01 AM

Muhd Amirul Ashraf Aminuddin Rosli

[CONFIDENTIAL] EXTRACT OF THE MINUTES OF SPECIAL ERMC MEETING ON 10 NOVEMBER 2020 : NOTIFICATION OF FIXED TERM ACCOUNT-I (FTA-I) PRODUCT MANUAL FOR TREASURY & CAPITAL MARKETS DIVISION

To Mujahid Abdullah Shukor

Cc Company Secretariat Department; Product Helpdesk; Ahmad Zubaidi Mohamad Samsee

Salam & Greetings to all,

Dear Encik Mujahid,

Committee	SPECIAL EXECUTIVE RISK MANAGEMENT COMMITTEE MEETING
Date	10 NOVEMBER 2020
Re	NOTIFICATION OF FIXED TERM ACCOUNT-I (FTA-I) PRODUCT MANUAL FOR TREASURY & CAPITAL MARKETS DIVISION
	The Committee took note of the newly established document, Product Manual for Fixed Term Account- i (FTA-i) as tabled.

Note
Extract of minutes certified by the Company Secretary will be provided upon request for submission to the respective regulators (i.e. BNM/CCM/SC). Please print this email for your record purposes.

Thank you,

Muhd Amirul Ashraf Aminuddin Rosli
Corporate Secretariat Department

Bank Muamalat Malaysia Berhad 196501000376(6175-W)
Level 30, Menara Bumiputra, No. 21 Jalan Melaka,
50100 Kuala Lumpur
Tel: 03 – 2050 8746 (Ext: 8683) **Fax:** 03 – 2693 3367
Toll Free: 1 300 88 8787 **Website:** www.muamalat.com.my

(2013) ERMC Approval

CONFIDENTIAL
NOT FOR PHOTOCOPYING OR GENERAL CIRCULATION

BANK MUAMALAT MALAYSIA BERHAD
(Incorporated in Malaysia)
(6175-W)

EXTRACT OF DRAFT MINUTES OF 71ST EXECUTIVE RISK MANAGEMENT COMMITTEE MEETING OF BANK MUAMALAT MALAYSIA BERHAD HELD ON 23 JANUARY 2013

PRODUCT APPROVAL ON MUAMALAT FIXED TERM DEPOSIT-I UNDER THE SHARIAH CONCEPT OF TAWARRUQ (COMMODITY MURABAHAH)

Upon deliberation, the Committee agreed in principle to approve the Muamalat Fixed Term Deposit-I under the concept of Tawarruq (Commodity Murabahah) and a sub-committee comprises of EVP Finance as the Chairman, EVP Treasury & Capital Markets, SVP Risk Management and representative from Product Development and Management Department be formed to further discuss on the reduction of cost for the abovementioned product.

Certified True Copy

Nora Shikhen Ramli
Secretary

CONFIDENTIAL

APPENDIX 6 – BOARD RISK MANAGEMENT COMMITTEE'S APPROVAL

CONFIDENTIAL
NOT FOR PHOTOCOPYING OR GENERAL CIRCULATION

BANK MUAMALAT MALAYSIA BERHAD
(Incorporated in Malaysia)
(6175-W)

EXTRACT OF DRAFT MINUTES OF THE 114TH BOARD RISK MANAGEMENT COMMITTEE MEETING OF BANK MUAMALAT MALAYSIA BERHAD HELD ON 6 JANUARY 2014

PRODUCT APPROVAL ON MUAMALAT FIXED TERM DEPOSIT-I (TAWARRUQ) v1.0

Upon deliberation, the Committee AGREED to approved the development of Muamalat Fixed Term Deposit-I (Tawarruq) as a replacement for Mudharabah GIA-I with the following features:

No	Item	Description
1	Shariah Concept	Tawarruq / Commodity Murabahah
2	Commodity Counterparty	Bursa Suq Al-Sila' (Crude Palm Oil based)
3	Market	• Retail • Corporate • Corporate Wholesale
4	Tenure	• Retail : 1 month to 60 months in multiples of one (1) month. • Corporate : 1 to 60 months (in multiple of 1 day) • Corporate Wholesale : Overnight to 1 year in multiples of one (1) day.
5	Minimum Initial Deposit / Placement	• Retail & Corporate: - 1 month tenure RM5,000 - 2 months & above RM1,000 • Corporate Wholesale - RM100,000
6	Profit Realization	Options of : • Upfront • Monthly • Half Yearly • Annually • Upon Maturity
7	Murabahah Sale Price	Deposit Amount x Profit Rate x No of Days / 365 *Note : Murabahah Sales Price consists of Deposit Amount + Yield / Profit*
8	Fees & Charges	• Bursa Suq Al-Sila' Commodity Brokerage Fee of RM15 per RM1 million transactions is to be borne by the Bank. *Note : 1 day MFTD-I* *Profit = RM27* *Cost = RM15* *Net = RM12* • Customer bear fee for of Lost of Certificate at RM20 (inlcusive of stamping)

BANK MUAMALAT MALAYSIA BERHAD (6175-W)
EXTRACT OF DRAFT MINUTES OF THE 114TH BOARD RISK MANAGEMENT COMMITTEE MEETING OF BANK MUAMALAT MALAYSIA BERHAD HELD ON 6 JANUARY 2014
- PRODUCT APPROVAL ON MUAMALAT FIXED TERM DEPOSIT-I (TAWARRUQ) v1.0

9	Documentations	Aside from standard GIA account opening, MFTD-i would include the Murabahah Sale Contract and Wakalah Appointment.
10	Premature Withdrawal	Bank pays an amount that is less than the agreed Murabahah Sale Price based on the following: i. If the tenure is 1 month, Customer's to provide rebate / ibra' in which case no profit shall be paid; ii. If the tenure is more than 1 month and withdrawal is made after completion of 1 month, the Customer agreed to provide rebate / ibra' based on the following formula: Murabahah Sale Price – [(P x R x T/365 x 50%) + P] Where: Murabahah Sale Price = Principal + Profit P = Principal Amount T = No. of days completed R = Profit Rate • Any profit paid upfront will also be deducted / adjusted accordingly. • For Corporate Wholesale, it is to the discretion of TCM.
11	Renewal & Rollover	• Renewal & rollover can only be done upon maturity of the MFTD-i . • Customer is able to renew the principal or principal + profit (maturity balance). • For renewal, Customer continues the MFTD-i with the same tenure. • For rollover, Customer changes the tenure to a new tenure.
12	Certificates	Customer will be issued a deposit certificate
13	PIDM	MFTD-i comes under the deposit coverage of Perbadanan Insurans Deposit Malaysia
14	Distribution Channel	Through CBD, BBD and TCM

Certified True Copy

Nora Shikhen Ramli
Company Secretary

APPENDIX 7 – BANK NEGARA MALAYSIA'S APPROVAL

(2014) Product Approval

BANK NEGARA MALAYSIA
CENTRAL BANK OF MALAYSIA

Telefon : 60(3) 2698-8044 Jln Dato' Onn
Faksimili : 60 (3) 2693-3826 50480 Kuala Lumpur
Web : www.bnm.gov.my Malaysia

PARS03041D150114007S
14 April 2014

BANK MUAMALAT MALAYSIA BERHAD
TINGKAT 28, MENARA BUMIPUTERA
JALAN MELAKA
50100 W.P KUALA LUMPUR

Tuan/Puan,

New Product Submission
- Fixed Term Account-i

We refer to Bank Muamalat Malaysia Berhad's [BMMB] submission on the above matter. We take note of BMMB to offer the **Fixed Term Account-i** based on the concept of **Tawarruq** with the option of "Advance Profit" feature.

2. However, the offering of the product is subject to the following conditions:

(a) All related documentations and operations pertaining to the product are in conformity with the underlying Shariah concepts adopted and are legally enforceable;

(b) Comply with the conditions imposed on the fees and charges as per our letter dated 5 February 2014;

(c) Conduct post implementation review (operational control and Shariah compliance) 6 months after the launching of the product and table the report to the Board Risk Committee; and

(d) Update the launching date of the product in the PARS.

Sekian, harap maklum.

JMR
14/04/2014

Dikendalikan oleh JULIANA MOHD REJAB, JABATAN PENYELIAAN PERBANKAN
Bahan bercetak komputer ini tidak memerlukan tandatangan dan boleh digunakan untuk sebarang urusan rasmi.

GLOSSARY		
No	**Items**	**Definitions**
1.	**BBD**	Business Banking Division
2.	**BMMB or The Bank**	Bank Muamalat Malaysia Berhad and includes its branches and its successor-in-title and assigns
3.	**BNM**	Bank Negara Malaysia
4.	**CBD**	Consumer Banking Division
5.	**FTA**	Fixed Term Account
6.	**FI**	Financial Institution
7.	**GIA**	General Investment Account
8.	**MFTD**	Muamalat Fixed Term Deposit
9.	**STA**	Short Term Account
10.	**TCM**	Treasury & Capital Markets
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		