

MUAMALAT BEYOND PREMIER BANKING TERMS AND CONDITIONS

In these terms and conditions, "you" refers to you, your joint account holder or your authorized person who are Muamalat Beyond Premier Banking customers and "BMMB" refers to Bank Muamalat Malaysia Berhad. The additional services BMMB provide to you as an Muamalat Beyond Premier Banking customer are governed by these terms and conditions.

1. USE OF BMMB MUAMALAT BEYOND PREMIER BANKING

- 1.1. BMMB continuously updates our financial products and services in order to better meet your needs. Hence, BMMB may vary the frequency and manner of use of such services, the type of accounts which are eligible and the centers where such services are dedicated to BMMB Muamalat Beyond Premier Banking customers. BMMB may add or remove any third party providing financial products and services to the BMMB Muamalat Beyond Premier Banking Customer. BMMB may vary any fee or charges imposed, rates, terms & conditions on any or all services provided. BMMB will use all reasonable endeavors to give you twenty one (21) days' prior notice of any such variation.

2. MEMBERSHIP CRITERIA

The eligibility criteria to qualify as BMMB's Muamalat Beyond Premier banking customer are as follows:

- 2.1. You need to maintain an annual average balance of RM 200,000 in your individual or sole proprietor deposit accounts, or
- 2.2. Annual income of at least RM300,000 per annum excluding bonuses, or
 - 2.2.1 *for salary credited into BMMB account, you will be allowed a 12-month grace period before maintaining the minimum RM200,000 requirement in the account.*
 - 2.2.2 *for salary not credited into BMMB account, you will be allowed a grace period of 6 months before maintaining the minimum RM200,000 requirement.*
- 2.3. You are of high ranking or influential person in the public or corporate sector. This application is subject to the recommendation of the Centre Manager and Head of Retail Investment Department with the approval by Head/Acting Head of Consumer Banking Division, or
- 2.4. Invest a minimum amount of RM400,000 in unit trust or gold with the Bank annually, or
- 2.5. Avail auto financing with a minimum amount of RM300,000, or

- 2.6. Avail financing facilities with a minimum amount of RM1,000,000 disbursed through the Bank.

3. MEMBERSHIP

- 3.1. You will need to meet BMMB's membership criteria to become a Muamalat Beyond Premier Banking customer of which the criteria may be revised from time to time with prior notice by BMMB of which BMMB reserves the right to change by informing customer at least One (1) calendar day notice and your admission to Muamalat Beyond Premier Banking membership is subject to BMMB's approval.
- 3.2. Your Muamalat Beyond Premier Banking membership will be valid from the date of admission subject to your compliance of these terms and conditions and review by BMMB.
- 3.3. You are required to open a Tawarruq Current or Savings Account and to maintain said account in good standing and not in breach or default of any of your agreements with BMMB.
- 3.4. You are to maintain the minimum amount of RM200,000 within 5 working days from - opening the account (applicable for membership criteria stated in clause 2.1) . The Muamalat Beyond Premier banking status will be activated upon receipt of the funds into the account.
- 3.5. If you do not meet the membership criteria, BMMB may charge you a monthly service fee if applicable or may end your Affluent Banking membership with prior notice to you.
- 3.6. You will receive a Platinum Debit Card-i ("Muamalat Beyond Premier Banking Membership Card"). The Muamalat Beyond Premier Banking Membership Card remains the property of BMMB at all times and you shall return it upon termination or discontinuation of the Muamalat Beyond Premier Banking membership.

4. MEMBERSHIP MAINTENANCE

- 4.1. You shall immediately inform BMMB in writing of any changes in your address, contact numbers, authorized signatories, or other particulars that may be made from time to time. Until BMMB is in actual receipt of your notification of such changes, BMMB is entitled to rely on the last information and other particulars on record with BMMB and be discharged from any and all liabilities for relying on the same.

4.2. Joint Account.

- 4.2.1 The Primary account holder must maintain the Minimum Balance at the point of account activation, with the Secondary account holder.
- 4.2.2 For the first Secondary account holder, the Primary account holder may aggregate all his/her Minimum Balance under a joint account held by the Primary account holder and the Secondary account holder to meet the Minimum Balance.
- 4.2.3 For subsequent account(s) opened with other joint account holder(s), an additional RM200,000 in cash deposit or such other amount to meet the Minimum Balance must be maintained at the point of account opening/activation in order to qualify for the joint account holder Muamalat Beyond Premier Banking membership.

4.3. You shall be responsible for ensuring that there are sufficient funds in your account(s) to carry out the transactions required by you.

5. MUAMALAT BEYOND PREMIER BANKING PRIVILEGES

5.1. Muamalat Beyond Premier Banking Debit Card Privileges

- 5.1.1. A Muamalat Beyond Premier Banking Debit Card will be issued to you allowing you to enjoy the recognition, benefits and services offered by BMMB to its Muamalat Beyond Premier Banking customers from time to time with the presentation of the Muamalat Beyond Premier Banking Debit Card at any Muamalat Beyond Premier Banking Centre/branches. The Muamalat Beyond Premier Banking Debit Card shall at all times remain the property of BMMB and shall be surrendered upon demand or upon discontinuance or termination of the service(s) herein.
- 5.1.2. The Muamalat Beyond Premier Banking Debit Card is issued solely for your use and you shall not transfer, pledge or otherwise use the Muamalat Beyond Premier Banking Membership Card for any other purpose than that which is permitted under the Terms and Conditions herein contained.
- 5.1.3. The Muamalat Beyond Premier Banking Debit Card is issued only to account holders of a Tawarruq Current or Saving Account only. This condition is also applicable to joint account holder(s), if any. The cost of the new card issuance will be borne by you.
- 5.1.4. The Muamalat Beyond Premier Banking Debit Card will enable you to access BMMB ATM facilities and the prevailing terms and conditions governing the use of BMMB ATM facilities shall apply to you.

- 5.1.5. You shall take all precautions to prevent loss or theft of the Muamalat Beyond Premier Banking Debit Card and observe any and all security features connected with the Muamalat Beyond Premier Banking Debit Card. Where the Muamalat Beyond Premier Banking Membership Card is lost, stolen or misplaced, you shall immediately inform BMMB of the same via telephone or registered mail or mail, facsimile transmission, telex or cable and you shall remain liable for all transactions effected with the Muamalat Beyond Premier Banking Membership Card before such notice is received by BMMB.
- 5.1.6. The Bank may re-issue a new Muamalat Beyond Premier Banking Debit Card in replacement of the lost, stolen or misplaced card and reserves the right to impose charges in connection with the same. The new or replacement card shall be subject to the terms and conditions prevailing at that time which will be available on request from the Muamalat Beyond Premier Banking Centers.

5.2. Oral / Written Instructions Privileges

- 5.2.1. From time to time, you may give BMMB instructions via telephone or registered mail or mail, facsimile transmission, telex or cable, regarding your accounts.
- 5.2.2. BMMB is expressly authorized to act on any instructions communicated or purportedly communicated to BMMB over the telephone by you, in writing signed or purportedly signed by you and sent or purportedly sent by post, telex, facsimile or cable. BMMB shall not be liable to you for acting upon any such instructions notwithstanding that it is subsequently proven that the same was not given by you. You understand and agree that any risks of miscommunication and/or misunderstanding, any error or loss resulting from instructions given by you or any error loss or delay resulting from the use of the post, telex, facsimile or cable are entirely your risk for which BMMB shall not be held liable.
- 5.2.3. In the event that instructions to BMMB given by you are received outside banking hours, BMMB will only execute such instructions on the next working day. Banking hours are from 8.45am to 5.45pm from Monday to Friday and closed during public holidays.
- 5.2.4. You expressly authorize BMMB to treat any instructions given or purportedly given by you as new instructions when it is unspecified that the instructions are a confirmation or a change of the previous instructions given.

- 5.2.5. BMMB may at any time refrain from acting promptly upon any instructions given or purportedly given by you in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act.
- 5.2.6. You agree that BMMB shall not be obliged to inquire as to the purpose of any transfer of funds or assets so authorized by any such instruction or the identity of any transferee. It is understood that instructions given or purportedly given by you may authorize any transfer, sale or other disposition of the funds or assets in your account(s).
- 5.2.7. Any booking request for use of the Muamalat Beyond Premier Banking Center meeting room must be done in advance and will be taken on a first come, first served basis. BMMB will only allow booking of this facility during operational hours from 10am to 4.30pm.
- 5.2.8. Non halal foods and beverages are prohibited from being brought into the Muamalat Beyond Premier Banking Center or BMMB premises.
- 5.2.9. You should inform Muamalat Beyond Premier Banking Center's staff of any allergies. BMMB will not be liable for any matters arising from customer's failure to do so.

5.3. Muamalat Beyond Premier Banking Family Member Recognition Privileges

- 5.3.1. Under the Muamalat Beyond Premier Banking Family Member Recognition Privileges, your immediate family members (parents, spouse and children) can enjoy complimentary Muamalat Beyond Premier Banking membership by request and they agree to be recognized as part of your Family members. This will entitle them to the following privileges:
 - 5.3.1.1. Access to Muamalat Beyond Premier Banking Centers or Muamalat Beyond Premier Banking teller counters (if any).
 - 5.3.1.2. Privileged pricing on banking transactions and services.
 - 5.3.1.3. Lifestyle privileges which BMMB announces, such as special offers or invitations to family events.
 - 5.3.1.4. Only applicable for maximum of three family members per customer and subject to BMMB's approval.
- 5.3.2. The admission of your family members to Muamalat Beyond Premier Banking membership is subject to your family members holding an account or products with BMMB. BMMB may end your family member's Muamalat Beyond Premier Banking membership with prior notice if you or

your family member no longer meet the bank's minimum membership criteria or breach any of the terms contained herein.

- 5.3.3. Your Family member's Muamalat Beyond Premier Banking membership will be valid from the date or after you are a Muamalat Beyond Premier Banking member. Their Muamalat Beyond Premier Banking membership will end if you cease to be a Muamalat Beyond Premier Banking member at any time or upon your request to terminate your Family Muamalat Beyond Premier Banking membership.
- 5.3.4. If you request for the Muamalat Beyond Premier Family Member Recognition Privileges, you and your family must meet our Muamalat Beyond Premier Banking membership criteria. However, accounts held by each individual will not be amalgamated with other individuals' accounts in calculating whether a family meets the membership criteria.

5.4. Pricing and Product Access Privileges

- 5.4.1 Muamalat Beyond Premier Banking members will get:
 - 5.4.1.1 Special price discount on purchase of Gold distributed by BMMB.
 - 5.4.1.2 Special Preview / Launch for Prime Projects under Collaboration with Selected Premier and reputable developers
 - 5.4.1.3 Easy Access to Standby Clean Muamalat Cashline-i (MCash) Facility.
 - 5.4.1.4 Easy Access to Standby Secure Mortgage Facility.
 - 5.4.1.5 SMART Mortgage Flexi
 - 5.4.1.6 Personal financing & MCash facilities with Muamalat Gold-i Fixed Term Account and Savings
 - 5.4.1.7 Special Preview and Test Drive under Collaboration with Selected Reputable Car & Big Bike Dealers
 - 5.4.1.8 Merchant privileges
 - 5.4.1.9 Complimentary annual personal financial review.
 - 5.4.1.10 Access to special treasury investment vehicles.
 - 5.4.1.11 Higher deposit rates for selected current, savings or FTA accounts.
 - 5.4.1.12 Special FOREX Rate

5.4.1.13 Privileged credit underwriting is applicable to members under category 2.1, 2.2 and 2.3 only. In order for members under category 2.4, 2.5 and 2.6 to enjoy the said benefit, they must meet the requirement set out in section 2.1

6 NEW PRODUCTS / SERVICES

6.1 BMMB may from time to time introduce new products and services for your benefit. Your acceptance in the manner prescribed by BMMB and use of such new or additional product, features or services shall be deemed acceptance by you of the terms and conditions of the respective products and services and such additional terms and conditions (if any) as may be prescribed by BMMB.

7 MUAMALAT BEYOND PREMIER BANKING SERVICE CHARGE AND FEE

7.1 BMMB may impose a service charge and/or fee for the -services provided by BMMB. In addition, BMMB reserves the right to impose a service charge and/or fee when the -deposit balance in your account falls below the minimum amount prescribed by BMMB from time to time.

7.2 BMMB may debit any of your account(s) for all charges, fees, or other sums payable to BMMB with prior notice given to you. The fees, charges or other sums deducted are not refundable.

7.3 You hereby authorize BMMB to debit any of your account(s) for such fees, charges or other sums from time to time. If no account has been designated for this purpose or if the account designated has insufficient funds, BMMB is hereby authorized by you to debit any other account held by you for this purpose with prior notice or with your concurrence.

8 TERMINATION OF BMMB MUAMALAT BEYOND PREMIER BANKING MEMBERSHIP

8.1 You may choose to terminate your Muamalat Beyond Premier Banking Membership with a written notice. Any standing instructions given by you for any transactions will continue to be binding on you until BMMB receives the aforesaid written notice of termination. Upon termination of your Muamalat Beyond Premier Banking Membership, you must surrender all items (including Muamalat Beyond

Premier Banking Debit Card) provided to you to fully utilize the services provided under BMMB Muamalat Beyond Premier Banking.

- 8.2 You will be given 1 month to regularize the account if it falls below the threshold. A second reminder will be given at the end of the first month if the account is still not regularized. If the balance is still not regularized by the end of the second month, BMMB reserves the right to terminate the Muamalat Beyond Premier banking membership.
- 8.3 BMMB reserves the right to terminate your Muamalat Beyond Premier Banking Membership if you no longer meet the minimum membership criteria, breached other agreements with BMMB, declared a bankrupt, accounts frozen by BMMB, account suspended by BMMB, accounts terminated by BMMB, suffering from mental illness/unsound mind, displayed behavior which causes distress or harm to employees of the Bank, unauthorized use of BMMB or Muamalat Beyond Premier banking brand name or breached any of the terms and conditions herein .
- 8.4 BMMB may vary, suspend, withdraw or terminate any or all of the services under Muamalat Beyond Premier Banking at any time by informing you at least One (1) calendar day notice. You can find out the current services and privileges available to you from BMMB website at www.muamalat.com.my.

9 VARIATION OF THIS AGREEMENT

- 9.1 BMMB may vary the terms and conditions herein. Any such variation(s) may be notified to you by ordinary mail to the your last known address or by notification in BMMB's branches or by advertisement in the press/media, or by any other means which BMMB may select within One (1) calendar day of the said variation and a variation so notified shall be binding on you.
- 9.2 If you do not accept the variation(s), you shall inform BMMB in writing immediately and BMMB may withdraw any or all of the Services.
- 9.3 If you continue to use the Services after notification, you shall be deemed to have accepted and agreed to such variation(s) without reservation.

10 SERVICES PROVIDED BY THIRD PARTIES

- 10.1 From time to time, BMMB may introduce you to other Muamalat Beyond Premier Banking privileges and services provided by third parties. Any services provided by third parties are subject to their terms and conditions and BMMB will not be

liable for any loss you may incur in connection with such services unless such loss is attributable by BMMB's gross negligence and willful misconduct.

11 DISCLAIMER AND LIMITATION OF LIABILITY

11.1 Without prejudice to any other provision herein, BMMB shall not be liable to you or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary, incidental, direct or consequential loss or damage howsoever arising whether by way of omission, negligence, any breach of contract or otherwise and whether or not BMMB has been advised of the same for any of the following:

11.1.1 As a result of any unauthorized transactions carried out on your account(s) before BMMB has actual written notice of the same or before BMMB is able to prevent such unauthorized transactions from being carried out; or

11.1.2 In the event BMMB is unable to perform any operations or to provide any of the services due to any reason beyond BMMB's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, industrial disputes, act of public enemy, embargo, war, fuel supply or any factor in a nature of a force or beyond the control of BMMB, and in the event BMMB is found liable, BMMB's sole and entire liability for such demands, claims or action shall not exceed the amount of the transaction involved which gave rise to the claim unless such damages, loss of profits or earnings, goodwill or any type of special/exemplary is attributable by BMMB's gross negligence and willful misconduct.

12. SEVERABILITY AND WAIVER

12.1 If any Terms and Conditions are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

12.2 Any waiver or indulgence granted shall not prevent BMMB from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or from enforcing any other rights nor shall it require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

13. DISPUTE AND ENQUIRIES

13.1 Customer may contact Customer Service at 03-26005500 or email to feedback@muamalat.com.my for any enquiries, assistance, complaints

and/or disputes. Alternatively, Customer may contact our Muamalat Relationship Manager, Center Manager or the Branch Manager for assistance.

- 13.2 The Customer(s) shall specify the nature of the Customer's query, complaint and/or dispute and such other details or information as may be required by BMMB and such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with BMMB's complaints and dispute resolution procedure.
- 13.3 The Customer(s) undertakes that any such complaints and/or disputes made by the Customer(s) are true and legitimate and the Customer(s) acknowledges that the Customer(s) shall be liable to BMMB in relation to false or fraudulent complaints or claims.

14. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Customer(s) acknowledges that all proprietary rights and intellectual property rights in the Muamalat Beyond Premier Banking Services provided hereunder belongs to BMMB or, where applicable, its affiliates at all times.
- 14.2 Other than information related to the customer's account(s), all content available in the Muamalat Beyond Premier Banking Services is the property of BMMB or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.
- 14.3 The Customer's usage of Muamalat Beyond Premier Banking Services does not grant the Customer(s) a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise, of Muamalat Beyond Premier Banking Services provided thereunder without the express written approval of BMMB. In addition, the Customer's usage of services does not grant the Customer(s) a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

15. LAW AND JURISDICTION

These Terms and Conditions shall be governed by the Laws of Malaysia and the Customer(s) hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the use of Muamalat Beyond Premier Banking Services. The above shall apply notwithstanding the access location of the Customer(s).

Declaration:

I declare that I have read and understood the Terms & Conditions and hereby agree to be bound by the Terms & Conditions. In addition, I have voluntarily provided my personal data to BMMB and consent to BMMB processing my personal data to evaluate my application for the Muamalat Beyond Premier Banking Membership. I have read the BMMB Privacy Policy and confirm that I have been notified of the following matters via the Privacy Policy:

- (i) BMMB may collect my personal data directly from me or from third party sources;
- (ii) purpose for which my personal data is collected;
- (iii) my right to access my personal data and correct it;
- (iv) the class of third parties to whom BMMB may disclose my personal data;
- (v) the choices and means for limiting the processing of my personal data;
- (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
- (vii) to update my personal data as soon as there are changes; and
- (viii) BMMB contact details if I wish to make inquiries or give feedback.

Signature

Date: