

## Term Deposit-i Terms (Malaysia)

### 1. Introduction

- 1.1 These terms set out specific terms and conditions on which We agree to provide You with a Term Deposit-i (“TD-i”) account.
- 1.2 The TD-i is opened by Us under the concept of Commodity Murabahah subject to such other terms that may be communicated by Us to You.
- 1.3 Commodity Murabahah refers to an arrangement which consists of two sale and purchase transactions. The first transaction involves the purchase of the commodity by Us (acting as Your Agent). Subsequently, we may then sell the commodity to Us (acting as Your Agent) at cost plus a profit to be agreed between You and Us (“Sale Price”). We shall thereafter sell the commodity to a third party on cash basis.
- 1.4 This Commodity Murabahah shall not be terminated unilaterally by either Party. If a party intends to terminate this Agreement, it may do so with the mutual consent of the other Party.
- 1.4 To the extent of any inconsistency between these terms in respect of TD-i and Our Standard Terms and/or Account Terms, these terms prevail.
- 1.5 Our TD-i is protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor.

### 2. Definitions

Capitalised terms used but not defined in these Account Terms have the meanings set out in the Standard Terms and the Account Terms.

“Term Deposit-i” or “TD-i” means term deposit-i held in Your name with Us under the Shariah concept of Commodity Murabahah.

“Sale Price” means principal amount of the Term Deposit-i placement plus an agreed profit between You and Us.

### 3. Choosing the account that is right for you

Our TD-i product is designed to suit your personal banking needs. If You need Us to explain any of the features of, or the terms applying to any TD-i, please contact Us at any of Our branches or Our service hotline.

### 4. TD-i

#### Placement

- 4.1
  - (i) You will have to deposit funds equivalent to the intended TD-i placement with Us to purchase the commodity.
  - (ii) We will identify the commodity to be purchased by You
  - (iii) We will then purchase the commodity on Your behalf.
  - (iv) We may then sell the commodity to Us at Sale Price on Your behalf.
  - (v) You will be paid the Sale Price on deferred terms which is equivalent to the TD-i maturity date.
- 4.2 You agree and acknowledge that the TD-i Offer to Purchase Commodity Advice given to you is only an acknowledgement of your placement in the TD-i account and is not a document of title. Where the placement was placed via cheque, the receipt issued is subject to clearance of the relevant cheque and is not to be treated as confirmation that the said cheque has been cleared.



#### **Bank as wakil/agent**

- 4.3 You will appoint Us as Your agent to purchase a commodity We identify using Your funds intended for deposit placement. The purchase price of the commodity will be the same amount as Your deposit placement with Us.
- 4.4 If We do not receive Your instructions for delivery, We (acting as Your agent for the sale of the Commodity) shall sell the Commodity to a buyer at the sale price which shall comprise of the purchase price and the prevailing profit rate for the relevant tenure as published at Our Website or any other agreed rate between You and Us.
- 4.5 In the event of Our misconduct (*ta`addi*), negligence (*taqsir*), or breach of specified terms (*mukhalafah al-shurut*), We shall be liable and shall compensate for loss or damage including any actual cost suffered by You.
- 4.6 The agency contract shall dissolve under any of the following circumstances:
- a) Your demise, dissolution or loss of legal capacity; or
  - b) demise, dissolution or loss of legal capacity of the Bank if the agency contract stipulates that the task shall be personally performed by the Bank; or
  - c) You lost Your right to the subject matter of the agency; or
  - d) both contracting parties mutually agree to terminate the agency contract; or
  - e) You exercise the option to terminate the agency contract due to misconduct, negligence or breach of specified terms of the contract by the Bank; or
  - f) the Bank withdraws from the agency contract due to breach of agency specified terms of the contract by You.

#### **Delivery of commodity**

- 4.7 You have the option to take delivery and possession of the commodity by instructing us to deliver the commodity to you. The commodity delivery request shall be instructed by Your Authorised Persons who have the mandate to act for the TD-i account and can be made at any of our branches during our normal business hour. You will have to bear all charges related to taking delivery and possession of the commodity.

#### **Effective date**

- 4.8 The effective date of the TD-i placement is on the date the Commodity Murabahah transactions are carried out. This date may be different from the date We receive Your funds.

#### **Minimum deposit**

- 4.9 Each deposit placement in the TD-i account is subject to the minimum sum prescribed for the relevant deferred payment term or tenure as We may determine. You may enquire at any of Our branches, website or service hotline in that Service Location for further information on such minimum sums and available tenures.

#### **Profit**

- 4.10 Upon maturity of Your deposit placement, You will receive the proceeds of the sale, that is, the original deposit (principal) amount plus profit.

#### **Premature upliftment**

- 4.11 Any demand for early payment of the Sale Price before the maturity date of the deposit (premature upliftment), You agree to provide *ibra'*/rebate on the total daily accrued profit in which case no profit shall be paid to you.

The settlement amount (withdrawal of the TD-i) is therefore:

$$\text{Payment Amount} = \text{Sale Price} - \text{Ibra'/Rebate (if any)}$$

*Note: Sale Price = Principal Amount + Profit*

#### **Maturity**

- 4.11 If a TD-i matures on a day which is not a banking day in Kuala Lumpur or in the country of the currency involved (for non-Ringgit deposits), then the date will be extended to the next banking day.
- 4.12 We only pay the proceeds of the sale to You at the branch where it was initially placed (unless We otherwise agree). You may instruct Us in writing (or any other way We agree to accept) before the maturity date (and in the case of foreign currency investment, at least 2 banking days before the maturity date) whether:
- You want to renew the TD-i; or
  - Us to pay You the proceeds of the sale on the maturity date.

Profit on the TD-i ceases to be payable after the maturity date unless the TD-i is renewed.

- 4.13 The commodity transaction will be performed after the TD-i placement. If the maturity is on a weekend or public holiday, it will be moved to the next working day.

#### **Renewal**

- 4.14 For the purpose of renewal of Your TD-i, based on Your renewal instructions or Your existing instructions provided during the initial placement of Your TD-i, You acknowledge that We will act on Your behalf as an Agent to purchase new commodity We identify using Your funds due to You from Us.
- 4.15 If You do not instruct Us, We may renew the TD-i for a similar term with profit at the prevailing board rate for such tenures as per existing instructions provided by You.
- 4.16 The prevailing terms for Us as agent as stated above shall apply for all renewals.
- 4.17 The prevailing terms for Us on the Purchase of commodity as stated above shall apply for all renewals.