

## GENERAL TERMS AND CONDITIONS GOVERNING MONEY MARKET DEPOSIT

*(PIDM protected up to RM250,000)*

(Effective: 31.12.2025)

### A. General T&C

#### 1. Placement of Funds

- 1.1. Any deposit placement of funds by the Customer under Money Market Deposit (MMD) with Malayan Banking Berhad (Company No. **3813-K**) (“the Bank”) shall be governed by this terms and conditions AND such other specific terms and conditions which are applicable to particular deposit products, which may be changed or amended from time to time by the Bank.
- 1.2. The Customer can make deposit placements with the Bank on a recorded line or by verbal instruction or any other equivalent mode of communication which is acceptable by the Bank, including but not limited to telephone conversation, electronic mail or fax, and provide the details of the deposit placement including but not restricted to the product type, amount intended to be placed, agreed interest rate, tenor and the payment period.
- 1.3. The Bank may refuse to act on the Customer’s instructions if:
  - (a) the Bank reasonably believes that the Customer did not give the Bank the instructions; or
  - (b) the Bank reasonably suspects fraudulent activity; or
  - (c) the Customer’s instructions are unclear, incomplete or not in the required form; or
  - (d) in acting on the instructions of the Customer, the Bank might act contrary to law, regulation, code or other rules applicable to the Bank and/or the Customer; or
  - (e) the Bank has any other valid reason for not acting on the Customer’s instructions, which the Bank may, but is not obliged to reveal to the Customer.

#### 2. Trade Confirmation

- 2.1 The Customer agrees and covenants that each and every deposit placement of funds shall be confirmed by a trade confirmation issued by the Bank and by the production of any other documents that may be issued by the Bank including but not limited to authenticated SWIFT message.
- 2.2 Once the deposit placement of funds has been made and any other requirements by the Bank has been fulfilled, the Bank will issue a trade confirmation to the Customer. This trade confirmation shall state the key terms of the deposit placement transaction including but not limited to the principal amount of placement, value date or commencement date, maturity date, tenor, agreed interest rate (in percent per annum) and interest amount.

2.3 The Customer agrees to examine the trade confirmation and notify the Bank should the Customer disagree with the details of the trade confirmation within three (3) working days from the date of the trade confirmation. Otherwise, the details of the trade confirmation shall be conclusive evidence of the transaction(s) entered into between the Customer and the Bank, and the Customer shall accept all particulars contained in the trade confirmation as valid and accurate in all respects by signing and returning the duplicate copy of the trade confirmation within three (3) working days from the date of trade confirmation. The Bank shall not entertain any disputes on the trade confirmation details brought to the Bank's notice after the said period. Any amendment thereafter shall be at the discretion of the Bank.

### **3. Change of Customer's Particulars**

3.1 The Customer hereby agree that it is the Customer's duty to inform the Bank of any change of its particulars such as change of electronic mail address or facsimile number or postal address or any other details that are given to the Bank and such notification shall be in writing and be supported by any documentation as the Bank may require, and shall be effective only upon receipt of such notice by the Bank. All communications including the service of any legal process sent by post to or left at the Customer's last registered address with the Bank shall be deemed to have been duly delivered to and received by the Customer.

### **4. Rules and Regulations of Regulatory Bodies**

4.1 The Customer hereby agrees that in addition and without prejudice to any of the terms and conditions herein, where applicable, the terms and conditions herein shall be governed by and subjected to the rules, regulations, guidelines and standards, issued from time to time, by Bank Negara Malaysia and other relevant bodies made pursuant to applicable laws. The Customer further agrees that the availability and the continued availability of any of the Money Market Deposit products and/or any other products or services hereafter from time to time and at any time offered by the Bank to the Customer shall be dependent upon and subject to the said rules, regulations, guidelines and standards, as applicable.

### **5. Variation of Terms**

5.1 The Customer hereby acknowledge that the terms and conditions herein are not exhaustive and that the Bank reserves the right to add, modify or delete any of the above terms and conditions and any such additions, modifications or deletions shall be binding on the Customer and be deemed to have come to the Customer's attention by any mode which the Bank may deem fit at its sole and absolute discretion.

5.2 The Customer hereby agree that by giving instruction to the Bank for placement of monies, such instruction shall constitute a valid assent by the Customer to the terms and conditions of the Bank and to any amendments thereof as herein provided.

## **6. Force Majeure**

6.1 The Bank shall not be liable to the Customer or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if:-

- (a) the Bank is unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure; or
- (b) the funds credited or debited from the account of the Customer becomes inaccessible or diminish in value due to Force Majeure.

6.2 Where any currency in which the Bank must make payment becomes unavailable due to restrictions on convertibility or transferability or Force Majeure, the Bank may make payment in such other currency at the prevailing exchange rate determined by the Bank.

6.3 “Force Majeure” shall mean any circumstances or cause beyond the control of the Bank, including without limitation:

- (a) Earthquakes, floods, fire, plague, Acts of God and other natural disasters;
- (b) terrorism, riots, civil commotion or disturbances, war (whether declared or not), strikes which last for three (3) months or more; and
- (c) any change in law or regulation or any change in the interpretation or enforcement of any law or regulation;
- (d) any act or order of any governmental or regulatory body or authority;
- (e) any order of a court or other judicial body;
- (f) any system or computer malfunction, damage, destruction, failure, suspension howsoever caused, or third party interference;
- (g) any restriction or impending restriction on the availability, credit or transfer of foreign exchange; or
- (h) all other events or situations beyond the control of the Bank.

## **7. Severability**

7.1 If any terms and/or conditions herein 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.

## **8. Remedies and Waivers**

8.1 No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this terms and conditions shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this terms and conditions are cumulative and not exclusive of any rights or remedies provided by law.

## **9. Governing Law**

9.1 These terms and conditions shall be governed by the laws of Malaysia. The Bank may commence proceedings against the Customer in Malaysia or elsewhere, irrespective of the Customer's place of residence or business or the location where the account is maintained.

## **10. Successors Bound**

10.1 The terms and conditions shall be binding upon the Customer's heirs, personal representatives and successors in title. The Customer's obligations and liabilities shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in the constitution of the Bank.

## **11. Representation and Warranties**

11.1 The Customer hereby warrants, represents and confirms that:

- (a) it has the legal capacity to make the deposit placement of funds under this terms and conditions;
- (b) any request or instruction to be made are duly authorized;
- (c) its obligations under this terms and conditions will constitute its legal, valid and binding obligations in accordance with their respective terms (subject to generally applicable insolvency laws and principles of equity) and will not violate the terms of any agreement to which it is a party and it has waived any immunity that may be available to it, including sovereign immunity, to the fullest extent practicable;
- (d) it has and will at all times maintain all authorizations, approvals, licenses and consents required to enable it to perform its obligations under this terms and conditions lawfully;
- (e) it is duly incorporated and validly existing under the laws of its incorporation and, if relevant under such laws, is in good standing and no insolvency proceeding has been threatened or commenced against it;
- (f) it has read and understood this terms and conditions and agree to be bound by them.

## **12. Payment Terms**

### **12.1 Placement Date**

- (a) The mode of deposit placement and any profits generated from such deposit placement shall be in the form of lump-sum cash payment unless otherwise agreed by the Bank.
- (b) Pursuant to agreeing to the deposit placement, the Customer shall be obliged to remit the funds to the account of the Customer utilised for the deposit placement, -not later than the relevant value date.
- (c) Should the Customer fail to ensure sufficient funds are remitted into the account of the Customer by certain time period as may be determined by the Bank, the deposit placement transaction shall be considered automatically cancelled and of no further effect and the Parties shall have no further rights or obligations against each other in respect thereof.

### **12.2 Maturity Date**

- (a) The terms of settlement of any deposit placements entered into under this terms and conditions shall be provided in the trade confirmation as specified in Clause 2 above.

**12.3 Payment**

- (a) All payments to be made by either parties shall be without deduction for and free from any present or futures taxes, levies, import duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature imposed, levied, collected or assessed by any trading authority unless that a party is compelled by law to make any such deduction or withholding. In the event a party is compelled by law to make any such deduction or withholding, that party shall ensure that such deduction or withholding does not exceed the minimum legal liability thereof and shall pay to the appropriate authorities the amount deducted or withheld and supply a tax deduction certificate to the other party.
- (b) Where any payments to be made under this terms and conditions falls due on a day that is not a Business Day, the payment shall be made on the next following Business Day. “Business Day” means any day (other than Saturdays, Sundays and public holidays) on which banks are open in Kuala Lumpur for the transaction of business required by this terms and conditions.

**B. T&C for Money Market Deposit**

**1. Definition of Money Market Deposit (MMD)**

1.1 MMD is a deposit product with flexible tenor up to 1 year and the interest on the deposit is payable upon maturity.

**2. Amount and Tenor**

2.1 A MMD can be transacted in various denominations subject to a minimum MMD amount of RM100,000.00.

2.2 The minimum tenor for a MMD is one (1) day & maximum tenor is 365 days (1 year).

**3. Computation of MMD Proceeds on Maturity**

3.1 The interest calculation is computed based on the following formula:

$$\frac{\text{principal amount} \times \text{MMD rate in percent p.a. (\%)} \times \text{tenor (days)}}{365}$$

3.2 “MMD rate” means the interest rate agreed between the Customer and the Bank to be applied to the particular money market placement transaction.

3.3 The MMD proceeds on maturity is the principal amount plus interest.

#### **4. Upliftment before Maturity**

4.1 Upliftment before maturity or early withdrawal is allowed upon being advised in writing by Customer to the respective branches. In the event of early withdrawal, the interest accrued will be forfeited, and only the principal amount shall be returned.

#### **5 Fees & Charges**

5.1 There are no fees or charges for making a deposit placement under MMD.