

**DEVELOPMENT BANK OF SARAWAK BERHAD**

201701016346 (1230511-W)

TREASURY ACCOUNT OPENING FORM**INSTRUCTIONS TO COMPLETE THIS FORM**

1. Please read and understand the terms and conditions and product disclosure sheet as contained in this form carefully before completing the form.
2. Please complete this form in **BLOCK LETTERS** and mark **(X)** where applicable.

CORPORATE ACCOUNT	
Type of Account	
<input type="checkbox"/> Fixed Deposit (Conventional)	<input type="checkbox"/> Commodity Murabahah Term Deposit-i (Islamic)
Type of Organisation	
<input type="checkbox"/> State Entity	<input type="checkbox"/> Statutory Body
<input type="checkbox"/> Local Authority	<input type="checkbox"/> Government-linked Company ("GLC") ¹
¹ A company will be treated as GLC if the Government has control over such company, where the Government holds, directly or indirectly, 50% or more of the voting rights of the company; or has the power to veto shareholder decisions of such company; or is deemed to have control in accordance with applicable approved accounting standards	
Name of Organisation (Company Registered Name)	
Date of Company Registration	
Nature of Business	
Company No.	(New) <input type="text"/> (Old) <input type="text"/>
Address of Principal Place of Business	

CONTACT PERSON	
Contact Person	
Designation	
Email <input type="text"/>	
Tel. <input type="text"/>	Fax <input type="text"/>

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E-INVOICE INFORMATION

BRN Number	Tax Identification Number (TIN)
Malaysia Standard Industrial Classification (MSIC) Code	SST Registration Number
Email address for e-Invoice Notification	

DETAILS OF ULTIMATE BENEFICIAL OWNER

No.	Name/Designation	NRIC No. / Passport No.	Occupation	% Shares

OPERATIONS OF ACCOUNT

- As per the Authorisation Document for State Entity, Local Authority & Statutory Body dated _____
- Board Resolution for GLC dated _____
- Others (*please specify*) _____

The Customer hereby irrevocably and unconditionally requests and authorises DBOS to accept and act upon instructions made by authorised persons/signatories for and on behalf of the Customer.

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DULY CERTIFIED TRUE COPY ("CTC") OF DOCUMENTS REQUIRED

For State Entity, Statutory Body and Local Authority

- (a) Relevant Constitutional and incorporation documentation enacting the State Entity and Statutory Body
- (b) A list of authorised signatories with specimen signatures, with indications of the names and designations
- (c) NRIC/Passport of each authorised personnel and/or signatories and/or party/parties the applicant is acting on behalf of
- (d) Annual report and/or latest audited financial report (No CTC required)

For GLC:

- (a) Board Resolution duly passed and approved, with indications of the names, designation, NRIC/Passport number and specimen signature of authorised signatories who are empowered to open and operate the account, including transactions that they may execute, and to execute all necessary documentation
- (b) NRIC/Passport of each authorised personnel and/or signatory acting on behalf of the applicant
- (c) Memorandum and Articles of Association or Constitution
- (d) Statutory documents filed with the Companies Commission of Malaysia

	Companies Act 2016	Companies Act 1965
Certificate of Incorporation	Sections 14 and 15	Form 8 or 9
Change of Company Name	Section 28	Form 13
Capital and shareholders	Sections 51 and 78	Form 24
Particulars of Directors	Section 58	Form 49

- (e) Latest bank statement showing the name of the current account holder and account number for crediting fund withdrawn (maximum of 3 current accounts can be registered)
- (f) Annual report and/or latest audited financial report (No CTC required)

Note:

Certified true copies are to be duly certified by the authorised signatory(ies) / director(s) / company secretary / legal counsel / accountant. In the event of any amendment made, it must be legible and countersigned by one of the authorised signatories. Forms defaced by erasure or any correction fluid, may result in the application being rejected.

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DECLARATION, ACKNOWLEDGMENT AND AUTHORISATION BY ACCOUNT HOLDER

We hereby solemnly, voluntarily, conscientiously, irrevocably and conditionally declare that we have read and fully understood the full contexts of this Treasury Account Opening Form, including the laws of the Personal Data Protection Act 2010 and agree to abide and be bound by these terms and conditions, as follows:

1. We declare that the information given in this application is true and correct and that we have not willfully withheld or omitted any facts. We warrant that all copies of documents submitted to DBOS are true copies and belong to DBOS absolutely.
2. We authorise DBOS to verify the information about us from any source (including third parties and regulatory bodies) and in such a manner as it may deem fit at its absolute discretion.
3. We confirm that we are not in the process of being liquidated, struck-off, wound-up or terminated, and that there has been no Statutory Demand served on us, and that there have been no potential and/or current legal proceedings commenced against us at the time of this application.
4. We undertake to keep DBOS informed of any change in the constitution of our organisation or a change in our mandate. In the event of any failure on our part to inform you promptly of any changes in the constitution of our firm, we shall not hold you liable for any losses or damages suffered by us and we undertake and shall at all times thereafter indemnify you in full and keep you fully indemnified against all liabilities arising thereof and against all actions, suits, proceedings, demands, damages and any expenses (including legal expenses) whatsoever which may be taken or made against you.
5. We represent and warrant that our funds do not originate from, nor will they be routed through, and a bank organised or chartered under the laws of a non-cooperative jurisdictions and agree the operations of this account, services and all transactions shall not be used as channels for money laundering and terrorism financing and we shall promptly provide any information or representations deemed necessary by DBOS for verification, in its sole discretion, to comply with anti-money laundering regulations countering the financing of terrorism and related responsibilities from time to time. Notwithstanding anything herein, we undertake to comply with all laws and regulations (including the foreign exchange administration laws and regulations, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws) of the jurisdiction, binding and applicable to us.
6. We hereby certify and confirm that the person(s) whose information appears in the authorised signatories, herein and/or other letter(s) of instruction is/are authorised to perform and effect the above services opted by us at any time and from time to time for and on our behalf in relation to the abovementioned accounts. We confirm that the authorised signatories have sufficient authority to perform and effect all transactions of this account and such services, and all transactions shall be binding and conclusive on us.
7. We confirm that DBOS is hereby irrevocably and unconditionally authorised to disclose any information or particulars given by us herein to any person as you may deem fit at your absolute discretion if compelled by law, and such disclosure is made with our expressed or implied consent for the purposes of this Treasury Account Opening Form.
8. The parties hereto hereby agree to comply with all the relevant provisions and agree that the performance of their duties and obligations, including those of their employees, agents, contractors or consultants under this Treasury Account Opening Form shall be in accordance with all relevant provisions of the Personal Data Protection Act 2010, and any rules, regulations, orders, guidelines and other requirements made thereunder and any amendment thereof.
9. We agree that our personal data and information may be made available, without limitation, to DBOS' employees, agents, advisors, custodians/sub-custodians, Bank Negara Malaysia and/or all relevant authorities for the purposes of, including but not limited to, sharing of information for credit, reference and marketing purposes.
10. We acknowledge that DBOS shall deal with our personal data and information in accordance with DBOS' Privacy Notice as set out on DBOS' website: www.dbos.gov.my. DBOS may update its Privacy Notice via posting on its website.

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11. We acknowledge that DBOS adopts a zero-tolerance policy against all forms of bribery and corruption and have read all the relevant provisions of DBOS' *Anti-Bribery and Corruption Framework* and any further revision issued by DBOS from time to time and all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and any amendment thereof. Details of which can be viewed from DBOS' website: www.dbos.gov.my
12. We confirm that we have read and fully understood and agreed to all the terms and conditions herein.

I/ We make this solemn declaration as stated in the Declaration by me/us conscientiously believing the same to be true.

Authorised Signatory

Authorised Signatory

Name:
NRIC/Passport No:
Designation:
Date:

Name:
NRIC/Passport No:
Designation:
Date:

Please affix Organisation Stamp: _____

FOR DBOS OFFICE USE	
Risk Profile rating:	<input type="checkbox"/> High Risk <input type="checkbox"/> Low Risk
Remark:	
Client Code:	
Data Entry by:	Date:
Approved by:	Date:

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PRODUCT DISCLOSURE SHEET

The information provided in this sheet is valid as of 17 November 2025 until further notice.

Name of Product: DBOS Fixed Deposit (Conventional)

1. Who is DBOS?

- We were incorporated on 11 May 2017 under the Companies Act 2016.
- We are a wholly-owned subsidiary of Capital Development Resources (Sarawak) Sdn Bhd, which is wholly-owned by the Sarawak Financial Secretary.
- We were set up to promote strategic economic development in Sarawak using capital from shareholders, deposits from government, agencies and government-linked companies, and/or fund-raising exercises by way of bank borrowings.
- We are a non-prescribed development financial institution and were approved by Bank Negara Malaysia to use the word "Bank" in our name.
- We are a financial institution approved by the Ministry of Finance for deposit-taking from government departments/ agencies/ government-controlled companies.

2. What is this product about?

Fixed deposit ("FD") is an Interest-Bearing Deposit placed with DBOS in an uncollateralised form.

3. What do I get from this product?

CURRENCY & AMOUNT	Denominated in Ringgit Malaysia (RM) Minimum : RM500,000.00 Maximum : No maximum amount
TENURE	Minimum tenure : 1 month Maximum tenure : 12 months
BENEFIT OF FD	An attractive deposit product for depositors who wish to enjoy a reasonable level of current income while enjoying capital stability, DBOS FD allows depositors to actively manage liquidity requirements to meet short-term cash flow needs.

4. What are the key terms and conditions?

ELIGIBILITY	Federal and State Governments, Federal and State statutory bodies, local agencies and Sarawak Government-linked companies may place FD with DBOS.
PREMATURE WITHDRAWAL	All interest earned will be forfeited.
CUT-OFF TIME FOR DEPOSIT	a) All deposit instructions must reach DBOS before 12:00 p.m. on the deposit date. b) All funds for deposit must be credited to the designated bank account of DBOS before 12:00 p.m. on the deposit date. c) DBOS reserves the right to place the FD for value on the next working day in the event that any of the above cut-off times is not met.

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CUT-OFF TIME FOR WITHDRAWAL	<p>a) All withdrawal instructions must reach DBOS before 11:00 a.m. on the withdrawal date, and the fund will be remitted on the same day.</p> <p>b) DBOS reserves the right to remit the funds (without additional interest) on the next working day in the event of the above cut-off time is not met.</p>
DEPOSITOR'S INSTRUCTION	Email instruction to be followed by written instruction and verbal confirmation (via +6082-551980, which is voice recorded) where necessary.
INTEREST RATE	<p>The interest rate applicable to DBOS FD shall be the agreed rate between the depositor and the Bank. Interest is calculated on a 365-day basis using the following formula:</p> $\frac{\text{Principal} \times \text{Interest Rate (\%)} \times \text{Tenure of Deposit}}{365}$
REPAYMENT OF DEPOSIT (PRINCIPAL AND/OR INTEREST)	Upon maturity or upliftment of a DBOS FD, DBOS will repay proceeds to the current account of the depositor registered with DBOS. DBOS will not remit the proceeds to a third-party account.
MATURITY OF FIXED DEPOSIT	If a DBOS FD matures on a day which DBOS is not opened for general banking business, then the maturity date is extended to the next working day of DBOS.
AUTOMATIC RENEWAL	On maturity date, in the absence of written instruction to DBOS, DBOS shall automatically renew the FD (principal deposit amount + interest earned) for the same tenor at the then prevailing rates as determined by DBOS.
NON- TRANSFERABLE	DBOS FD is not negotiable, hence is not transferable.
PROOF OF DEPOSIT	No certificate will be issued for DBOS FD. A system-generated Deposit Confirmation will be issued by DBOS, stating the details of the deposit, and shall serve as proof of deposit.

5. What are the fees or charges that I have to pay?

FEES	Nil
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6. What are the major risks?

Depositors of DBOS FD will be exposed to the following risks:

- **Market risk**

Depositors should take note that the return on DBOS FD is determined at the inception of trade and remains fixed throughout the term of the DBOS FD. Any change to market interest rates after the inception of the DBOS FD will not alter the interest rate paid on the DBOS FD.

- **Credit risk**

Depositors should take note of the risk to repayment of the deposit amount and interest, which is dependent upon the ability of DBOS to make such payment. The Depositor is therefore taking the credit risk of DBOS in fulfilling its obligations.

DBOS FD is not insured under the Perbadanan Insurans Deposit Malaysia (PIDM) as DBOS is not a commercial bank.

7. What do I need to do if there are changes to make to contact details?

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

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8. What Bank Account should I remit my funds to, and what is the cut-off time?

Please **remit your funds** to our bank account with RHB Bank Berhad before **11:00 a.m.** on the day of deposit as follows:

Name of Bank Account : Development Bank of Sarawak Berhad
Company Registration No. : 201701016346 (1230511-W)
Bank Account No. : 211-212-0003-2669
Name of Bank : RHB Bank Berhad (BIC Code: RHBBMYKL)
Jalan Kulas Branch
Lot 363, Jalan Kulas, 93400 Kuching, Sarawak

For electronic remittance, please quote our name and identification verbatim (i.e., **Development Bank of Sarawak Berhad** and **1230511W**) to avoid rejection by the remittance system. Kindly forward the remittance advice for our record-keeping. **No cash deposit will be accepted.**

9. Where can I get further information?

If you have further queries, please contact us at:

Treasury & Investment Department
Development Bank of Sarawak Berhad Level
2, Menara SEDC
Lot 2878, The Isthmus, Off Jalan Bako 93050
Kuching, Sarawak

Contact person: Ms. Vicky Tan Hui Kee / Mr. Timothy Sa Badis / Puan Lina Khalindo / Ms. Sim Hui Sie

Phone: +6082-551980/551999 | Fax: +6082-551990 | Email: treasury@dbos.gov.my

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PRODUCT DISCLOSURE SHEET

Please read and understand this Product Disclosure Sheet before you decide to place the funds under Development Bank of Sarawak Berhad ("DBOS") Commodity Murabahah Term Deposit-i (CMTD-i) (Islamic). Be sure to also read the (CMTD-i) terms and conditions

The information provided in this sheet is valid as of 17 November 2025 until further notice.

Name of Product: DBOS Commodity Murabahah Term Deposit-i (CMTD-i) (Islamic)

1. Who is DBOS?

- We were incorporated on 11 May 2017 under the Companies Act 2016.
- We are a wholly-owned subsidiary of Capital Development Resources (Sarawak) Sdn Bhd, which is wholly-owned by the Sarawak Financial Secretary.
- We were set up to promote strategic economic development in Sarawak using capital from shareholders, deposits from government, agencies and government-linked companies, and/or fund-raising exercises by way of bank borrowings.
- We are a non-prescribed development financial institution and were granted approval from Bank Negara Malaysia to use the word "Bank" in our name.
- We are a financial institution approved by the Ministry of Finance for deposit-taking from government departments/ agencies/ government-controlled companies.

2. What is this product about?

CMTD-i is an Islamic term deposit with a fixed profit rate via the buying and selling of Shariah-compliant commodities as the underlying asset based on the Shariah contract of Commodity Murabahah via Tawarruq arrangement.

3. What are the applicable Shariah contract(s)?

a. Murabahah

A sale and purchase of an asset where the acquisition cost and the markup are disclosed to the purchaser.

b. Tawarruq

An arrangement which involves two sets of independent sale and purchase contracts, whereby the first involves the sale of an asset to a purchaser on a deferred basis and the subsequent sale involves the sale of the asset to a third party on a cash and spot basis.

c. Wakalah

A contract in which a party, as principal (*muwakkil*), authorises another party as his agent (*wakil*) to perform a particular task in matters that may be delegated, with or without imposition of a fee. The inherent nature of *wakalah* is based on the delegation or authorisation of the agent by the principal, resulting in the agent having fiduciary duties (*amanah*) towards the principal within the scope of *wakalah*.

As the Purchase Agent for the customer, the Bank, on behalf of the customer, is obliged to purchase the commodity from the commodity supplier at the cost price. As the Sale Agent for the customer, the Bank, on behalf of the customer, shall sell the commodity to the Bank on a Murabahah basis at cost plus profit. The Bank is obliged to pay the amount due from the Murabahah transaction as per the agreed terms.

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4. What do I get from this product?

CURRENCY & AMOUNT	Denominated in Ringgit Malaysia (RM) Minimum : RM500,000.00 Maximum : No maximum amount
TENURE	Minimum tenure : 1 month Maximum tenure : 12 months
BENEFIT OF CMTD-i	An attractive Shariah-compliant deposit product for depositors who wish to enjoy a reasonable level of current income while enjoying capital stability, CMTD-i allows depositors to actively manage liquidity requirements to meet short-term cash flow needs.

5. What are the key terms and conditions?

ELIGIBILITY	Federal and State Governments, Federal and State statutory bodies, local agencies, and Sarawak Government-linked companies may place CMTD-i with DBOS.
PREMATURE UPLIFTMENT	In the event the Depositor makes an early demand for the payment of <i>Murabahah</i> Sale Price before the maturity date of the deposit, no profit will be paid to the Depositor and shall only be entitled to the full deposit amount, as the Depositor shall agree to waive his right to the profit.
CUT-OFF TIME FOR DEPOSIT	<p>a) All deposit instructions must reach DBOS before 12:00 p.m. on the deposit date.</p> <p>b) All funds for deposit must be credited to the designated bank account of DBOS before 12:00 p.m. on the deposit date.</p> <p>c) DBOS reserves the right to place the CMTD-i for value on the next working day in the event any of the above cut-off times is not met.</p>
CUT-OFF TIME FOR WITHDRAWAL	<p>a) All withdrawal instructions must reach DBOS before 11:00 a.m. on the withdrawal date, and the fund will be remitted on the same day.</p> <p>b) DBOS reserves the right to remit the funds (without additional interest) on the next working day in the event of the above cut-off time is not met.</p>
DEPOSITOR'S INSTRUCTION	Email instruction to be followed by written instruction and verbal confirmation (via +6082-551980, which is voice recorded) where necessary.
PROFIT RATE	The profit rate applicable to CMTD-i shall be the agreed rate between the depositor and the Bank upon placement. Profit is calculated on a 365-day basis using the following formula: $\frac{\text{Deposit Amount} \times \text{Profit Rate (\%)} \times \text{Tenure of Deposit}}{365}$
PROFIT PAYMENT	Upon maturity of CMTD-i deposit placement, the Depositor shall receive the <i>Murabahah</i> Sale Price, i.e., the deposit amount plus profit. DBOS will remit the proceeds to the current account of the depositor registered with DBOS. DBOS will not remit the proceeds to a third-party account.

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MATURITY OF CMTD-i	If a CMTD-i matures on a day on which DBOS is not opened for general banking business, then the maturity date is extended to the next working day of DBOS. In this instance, DBOS is entitled to pay an additional amount (in the form of hibah) to Depositors based on its discretion.
AUTOMATIC RENEWAL	On maturity date, in the absence of written instruction to DBOS, DBOS shall automatically renew the CMTD-i (original deposit amount + profit earned) for the same tenor at the then prevailing rates as determined by DBOS. For each auto-renewal, commodity trading in the system needs to be concluded in order to complete the Murabahah contract for the next renewal.
NON- TRANSFERABLE	CMTD-i is not negotiable; hence it is not transferable.
PROOF OF DEPOSIT	No certificate will be issued for CMTD-i. A system-generated Deposit Confirmation will be issued by DBOS, stating the details of the deposit, and shall serve as proof of deposit.

6. What are the fees or charges I have to pay?

FEES	Nil
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7. What are the major risks?

Depositors of CMTD-i are advised to carefully consider all risk factors before making the deposit placement. Depositors may not get the full Murabahah Sale Price if the withdrawal is made before maturity.

Depositors may also be exposed to the following risks:

- **Market risk**
Depositors should take note that the return on CMTD-i is determined at the inception of trade and remains fixed throughout the term of the CMTD-i. Any change to market interest rates after the inception of the CMTD-i will not alter the profit rate paid on the CMTD-i.
- **Credit risk**
Depositors should take note of the risk to payment of the Murabahah Sale Price (i.e., the deposit amount plus profit), which is dependent upon the ability of DBOS to make such payment. The Depositor is therefore taking the credit risk of DBOS in fulfilling its obligations.

DBOS CMTD-i is not insured under the Perbadanan Insurans Deposit Malaysia (PIDM) as DBOS is not a commercial bank.

8. What do I need to do if there are changes to make to contact details?

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

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9. What Bank Account should I remit my funds to, and what is the cut-off time?

Please **remit your funds** to our bank account with RHB Islamic Bank Berhad before **11:00 a.m.** on the day of deposit as follows:

Name of Bank Account : Development Bank of Sarawak Berhad
Company Registration No. : 201701016346 (1230511-W)
Bank Account No. : 261-217-0003-7896
Name of Bank : RHB Islamic Bank Berhad
Jalan Kulas Branch
Lot 363, Jalan Kulas, 93400 Kuching, Sarawak

For electronic remittance, please quote our name and identification verbatim (i.e., **Development Bank of Sarawak Berhad and 1230511W**) to avoid rejection by the remittance system. Kindly forward the remittance advice for our record-keeping. **No cash deposit will be accepted.**

10. Where can I get further information?

If you have further queries, please contact us at:

Treasury & Investment Department
Development Bank of Sarawak Berhad Level
2, Menara SEDC
Lot 2878, The Isthmus, Off Jalan Bako 93050
Kuching, Sarawak

Contact person: Ms. Vicky Tan Hui Kee / Mr. Timothy Sa Badis / Puan Lina Khalindo / Ms. Sim Hui Sie

Phone: +6082-551980/551999 | Fax: +6082-551990 | Email: treasury@dbos.gov.my

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COMMODITY MURABAHAH TERM DEPOSIT-i (“CMTD-i”) TERMS AND CONDITIONS

The Customer acknowledges that these general terms and conditions are to be read together with the specific terms and conditions and product features applicable to the facilities and/or services offered by Development Bank of Sarawak Berhad (“DBOS”). In availing of such facilities and/or services, the Customer agrees to abide by and be bound by these terms and conditions. These terms and conditions may be varied by DBOS from time to time.

A. TERMS AND CONDITIONS

1. SHARIAH PRINCIPLE

- 1.1 DBOS shall accept the sum of money deposited and add any sum of money to be subsequently deposited in the CMTD-i Account based on the *Shariah* principle of *Tawarruq*.

2. CMTD-i ACCOUNT

- 2.1 CMTD-i Account shall be opened in the name of the company upon submission of relevant documents to the satisfaction of DBOS.
- 2.2 Any / all information provided by the Customer to DBOS in the Application for Opening CMTD-i Account signifies representations to DBOS. The Customer acknowledges that the CMTD-i Account is opened in reliance on the information given and undertakes to notify DBOS immediately of any change to such information.
- 2.3 The Customer's specimen signature lodged with DBOS shall be considered the basis for effecting transactions on the Customer's CMTD-i Account and shall remain valid unless DBOS receives written instructions to cancel / change the signature(s).
- 2.4 DBOS is entitled to refuse any application to open a CMTD-i Account without having to assign any reason for such refusal.
- 2.5 DBOS reserves the right to stipulate and vary, from time to time, the minimum amount of deposit required to open a CMTD-i Account.

3. CONDITIONS RELATING TO ACCOUNTS BELONGING TO COMPANIES/ORGANIZATIONS

- 3.1 Authorised persons shall handle all the banking and investment transactions with DBOS to the extent of the powers expressly granted to them.
- 3.2 The company / organization shall promptly inform DBOS of any changes in its Memorandum and Articles or Association/Constitution or its By-laws or the change of the legal form or any change in its board of directors, partners, representatives or changes in the authorised signatories.
- 3.3 If there is any amendment in the powers of any partner representing the company / organization whether due to withdrawal, resignation or dismissal or to any amendment of the Memorandum and Articles of Association/Constitution or the change of its name or the loss of legal capacity of any partners or the declaration of his / her bankruptcy or death, or joining or withdrawals of one or more partners, the remaining partners shall be fully liable on behalf of the company / organization and DBOS shall have the right to attach all the credit amounts of the company / organization in favour of DBOS to recover its dues or in favour of any court order or judgment.

4. DEPOSIT TRANSACTION

- 4.1 By executing the required form, including these Terms and Conditions for the opening of the CMTD-i Account, the Customer hereby agrees to appoint DBOS as the Customer's agent for the purchase and sale of the commodity in accordance with these Terms and Conditions.
- 4.2 DBOS will only act as the Customer's agent and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with the Customer other than those for which specific provision is made in these Terms and Conditions.
- 4.3 Pursuant to the agency appointment, as the Customer's agent, DBOS shall, during the tenure of the deposit or any renewal thereof, have the following power and authority:
- (a) to do and execute all acts with respect to the purchase of the Commodity on a cash basis (“Purchase Transaction”), upon placement of the deposit payment by the Customer in CMTD-i Account, through purchase agreements, certificates and other instruments as fully as the Customer could do himself / itself and to negotiate with commodity traders or supplier (“the Supplier”) on behalf of the Customer in relation thereto; and
- (b) to sell the Commodity on deferred payment to DBOS at commodity cost price plus profit (“*Murabahah* Sale Price”) on behalf of the Customer pursuant to the *Murabahah* Sale Contract and to do and execute all acts in relation thereto (“Sale Transaction”).
Note: *Murabahah* Sale Price is a deposit amount plus profit of which is computed based on the following formula: -
$$\text{Deposit Amount} \times \text{Rate} \times \text{Tenure} / 365 \text{ days}$$
- (c) to renew the same tenure of the deposit immediately upon maturity of the Customer's deposit placement.

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- 4.4 Upon placement of the deposit amount in the CMTD-i Account, which is equivalent to the commodity cost price, DBOS, as the purchasing agent of the Customer, will then purchase a commodity from the commodity trader using the deposit placed by the Customer.
- 4.5 Upon the purchase of the commodity by DBOS as the purchasing agent of the Customer, the Customer has an option to take delivery of the commodity prior to the completion of the Commodity *Murabahah* Transaction (as defined herein), subject to all costs and expenses in relation thereto being borne entirely by the Customer.
- 4.6 In the event the Customer does not exercise the option to take delivery of the commodity, DBOS as the Customer's agent, pursuant to the *Murabahah* Sale Contract, sells the commodity and DBOS purchases the commodity at the *Murabahah* Sale Price on deferred payment terms.
- 4.7 The *Murabahah* Sale Price shall represent the following:
- (i) the deposit amount placed by the Customer; and
 - (ii) profit (total profit for the whole tenure).
- 4.8 The sale and purchase of the commodity ("Commodity *Murabahah* Transaction"), including the *Murabahah* Sale Price, the profit rate and the maturity date, shall be documented in the *Murabahah* Sale Contract. Such details will be informed by DBOS to the Customer (upon request) by giving a notice of confirmation to the Customer within 7 working days from the date of the completion of the Commodity *Murabahah* Transaction.
- 4.9 DBOS will, in performing its obligations and activities in the Purchase Transaction and/or Sale Transaction, look after the best interest of the Customer and act in good faith.
- 4.10 DBOS and the Customer agree that with the *Murabahah* Sale Contract, the Customer is relieved of any liability for any defect in the commodity before the purchase by DBOS.
- 4.11 The effective date of the CMTD-i placement is on the date DBOS purchase the Commodity. This date may be different from the date DBOS receives the funds from the Customer.
- 4.12 Where the date of the Commodity *Murabahah* Transactions is carried out later than the date on which the fund is received from the Customer, the fund must be held based on amanah (trust) by DBOS and prior to the Purchase Transaction, unless to necessity and unavoidable incidental circumstances, the fund shall not be treated as qard (loan) to DBOS.
- 4.13 Upon maturity of the Customer's deposit placement, the Customer will receive the *Murabahah* Sale Price.
- 4.14 The Customer hereby agrees that DBOS's determination of any amount payable to the Customer under the CMTD-i account, save for manifest error, shall be final, conclusive and binding against the Customer.
- 4.15 The Customer and DBOS agree that no proceeds from the sale of the Commodity or any transactions contemplated herein shall be invested in any non-Shariah-compliant securities or financial instruments
- 5. PREMATURE UPLIFTMENT / EARLY DEMAND OF PAYMENT BEFORE MATURITY DATE**
- 5.1 If the Customer wishes to receive payment before the maturity date (premature upliftment), it will be based on mutual agreement between DBOS and the Customer.
- 6. DEPOSIT CONFIRMATION**
- 6.1 The Customer agrees and acknowledges that the CMTD-i Deposit Confirmation given to the Customer is only an acknowledgement of the Customer's deposit in the CMTD-i account and is not a document of title. Where the deposit 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.
- 7. AUTOMATIC RENEWAL**
- 7.1 If the Customer does not redeem the CMTD-i on the maturity date, the CMTD-i shall be renewed automatically with the same tenure and the provision as regards the Commodity *Murabahah* Transaction as stated in the clauses above shall be applicable accordingly.
- 7.2 Further, the Customer may, prior to the maturity date, give DBOS the Customer's instructions in writing for the renewal or disbursement of the original deposit amount and profit, upon maturity.
- 8. FAILURE TO PERFORM THE COMMODITY MURABAHAH TRANSACTION**
- 8.1 If DBOS is unable to perform any of the Commodity *Murabahah* transactions, DBOS may close the Customer's CMTD-i account. If DBOS does so, DBOS will return the Customer's deposit by crediting such deposit into any of the Customer's registered account with DBOS, designated for fund crediting.
- 9. CHANGE IN TERMS AND CONDITIONS**
- 9.1 DBOS reserves the right to add, modify, vary or delete any of these terms and conditions, and such changes shall become effective upon notice of such changes by any mode of communication DBOS deems appropriate. Upon the issuance of such notices, the Customer shall be bound by such changes.

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10. FEES AND CHARGES

- 10.1 In availing of any of DBOS' facilities and / or services, the Customer agrees to pay the fees and charges imposed by DBOS in providing the Customer with the facilities and / or services and as varied by DBOS from time to time.
- 10.2 The Customer acknowledges that DBOS may, at its sole discretion, revise / amend / vary any of DBOS's fees and charges, provided the Customer is notified of such changes through any means DBOS deems appropriate.
- 10.3 DBOS' tariff of fees and charges for depository services and its facilities and / or services as may be imposed and / or revised by DBOS from time to time may be accessed through DBOS' website or provided to the Customer upon request.

11. LIABILITY AND INDEMNITY

- 11.1 The Customer shall keep DBOS indemnified on a full indemnity basis at all times and save DBOS harmless from all actions, proceedings, claims, losses, liabilities, damages, costs and expenses which may be brought against DBOS or suffered or incurred by DBOS and which shall have arisen either directly or indirectly out of or in connection with DBOS performing its obligations hereunder or acting upon the Customer's instruction whether written or oral unless due to the willful default of DBOS.
- 11.2 The liability of the Customer shall be continuing and shall remain in full force and effect until the Customer fully discharges such liability to DBOS.

12. REPRESENTATION AND WARRANTIES

- 12.1 The Customer hereby represents and warrants that throughout the tenure of the deposit, the Customer shall have legal capacity to enter into any transaction contemplated herein and will cause all necessary corporate resolutions and authorities to be made and/or passed to ensure that the person who purport to enter into this transaction on its behalf are able to commit it in accordance with the these Terms and Conditions.
- 12.2 The Customer hereby represents and warrants that the Customer's decision to make CMTD-i placement is based solely on DBOS's representation and warranties that are expressly set out in these Terms and Conditions.

13. FREEZING, HOLDING, SUSPENDING AND/OR CLOSURE OF ACCOUNT

- 13.1 DBOS may freeze, hold, suspend, close and/or place any other appropriate tagging on the Customer's CMTD-i account and deal with the balances in the Customer's CMTD-i Account at DBOS' discretion upon receipt of the winding up petition of the Customer or upon being served with an order from the court or relevant authorities or at DBOS' discretion where DBOS thinks fit and proper to do so.
- 13.2 DBOS may close or terminate the CMTD-i Account upon the occurrence of any of the following events:
 - (i) the Customer is wound up;
 - (ii) the cheque deposit is returned or dishonoured;
 - (iii) withdrawal by the Customer of all or part of the deposit amount;
 - (iv) the Customer commits a breach of any terms and conditions herein;
 - (v) the Customer does not accept any alteration or amendment to these Terms and Conditions;
 - (vi) order or instruction from the court or relevant authorities;
 - (vii) the Customer fails to ensure that the source of funds is Shariah-compliant; or
 - (viii) any other events as informed by DBOS from time to time.

14. SECURITY

- 14.1 The Customer may pledge CMTD-i as security for the performance or discharge of any obligation or any liability of the Customer to DBOS and shall not be pledged for any other reason.

15. CHANGE OF ADDRESS, SIGNATURE OR PARTICULARS

- 15.1 The Customer is required to notify DBOS of any change in the Customer's particulars, such as a change of residential address or a business address or a change in the company's authorised signatories, as soon as possible. All communications, including the service of any legal process, sent by post or left at the last known address of the Customer provided to DBOS shall be deemed to have been duly delivered to and received by the Customer.
- 15.2 The Customer agrees not to hold DBOS liable in the event the Customer does not receive any communications / correspondence ensuing thereto.

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16. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 ("AMLATFA")

- 16.1 All financial transactions, including the opening of an account with DBOS, are subject to DBOS's existing internal policies and procedures on know-your-customer ("KYC") and AMLATFA and any other applicable laws.
- 16.2 If DBOS knows or has reasonable grounds to believe or suspect any transactions or certain funds have been derived or realized directly or indirectly from the commission of unlawful activities, DBOS reserves the right to reject such transactions and report the matter to the relevant authorities.

17. DISCLOSURE OF INFORMATION

- 17.1 The Customer consents to DBOS disclosing any information pertaining to the Customer's account(s) held with DBOS to:
- (i) Authorised personnel within DBOS with a need to know such information for whatever reasons;
 - (ii) To police or other public officers conducting an investigation in relation to any offence;
 - (iii) To other banks / financial institutions / other institutions for whatever purposes, including credit purposes;
 - (iv) To any local authority / court of law in Malaysia where such disclosure is required by law/regulation.
- 17.2 The Customer's consent to the disclosure in Clause 18.1 above shall be subject to the Privacy Notice in connection with the Personal Data Protection Act 2010 signed with DBOS, and in the event of any inconsistencies between the terms and conditions contained herein with the terms and conditions contained in the Privacy Notice, the terms and conditions contained in the Privacy Notice shall prevail.

18. IRREGULARITIES

- 18.1 The Customer is advised to examine the entries of the CMTD-i Account in the Deposit Confirmation and the Customer shall be responsible to notify DBOS of any errors, irregularities, discrepancies or unauthorized claim, debits or credits or any transactions in the account as a result of forgery, fraud or lack of authority by any person as stated in the entries of CMTD-i Account in the certificate ("Irregularities") immediately upon receipt of the Deposit Confirmation.
- 18.2 In the event the Customer fails to notify the Irregularities to DBOS within the 7 working day period as stated in Clause 19.1 above, DBOS shall regard the entries of the account in the certificate as properly carried out and the Customer has accepted all information contained in the certificate as accurate and true.
- 18.3 Pursuant to Clause 19.2 above, any disputes raised by the Customer after the expiry of the 7 working day period shall not be entertained by DBOS.

19. GOVERNING LAW AND JURISDICTION

- 19.1 These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia applicable to Sarawak. In relation to any legal action or proceedings arising out of or in connection with these terms and conditions, the Customer irrevocably submits to the non-exclusive jurisdiction of the Courts of Malaysia in Sarawak.
- 19.2 The Customer irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in any such court as referred to in Clause 20.1 above and any claim that any such proceedings have been brought in is inconvenient or inappropriate forum and further the Customer irrevocably agrees that a judgment in any proceedings brought in the Courts of Malaysia in Sarawak shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

20. GENERAL

- 20.1 Any waiver by DBOS of any breach by a Customer shall not be construed as a permanent waiver, and such waiver will not affect adversely the rights of DBOS under these terms and conditions at any other time.
- 20.2 In the event that any provision hereof shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not impair or affect the remaining provisions, all of which shall continue in full force and effect.
- 20.3 Words importing the singular number also include the plural number and vice versa.
- 20.4 These terms and conditions shall be binding upon the representatives, assigns and successors in title, liquidators and receivers of DBOS and the Customer respectively.
- 20.5 These Terms and Conditions are to be wholly Shariah-compliant. The Customer and DBOS agree that their respective rights and obligations herein are to be subject to and in conformity with Shariah.
- 20.6 Where there are two (2) or more persons or parties included or comprised in the expression "the Customer", these Terms and Conditions shall be binding upon such persons or parties jointly and severally.
- 20.7 Words applicable to natural persons include any body, person, company, corporation, firm or partnership, corporate or otherwise and vice versa.

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B. CUSTOMER'S DECLARATION & APPOINTMENT OF DBOS AS THE CUSTOMER'S AGENT

The Customer hereby understands and agrees with these Terms and Conditions, and the Customer hereby appoints DBOS as the Customer's agent, during the tenure of the deposit or any renewal thereof, to do as follows:

- a) to do and execute all acts with respect to the purchase of the Commodity on a cash basis ("Purchase Transaction(s)"), upon placement of the deposit payment by the Customer in CMTD-i Account, through purchase agreements, certificates and other instruments and to negotiate with commodity traders or supplier ("the Supplier") on behalf of the Customer in relation thereto: and
- b) to sell the Commodity on deferred payment to DBOS at cost plus profit ("*Murabahah* Sale Price") on behalf of the Customer pursuant to the *Murabahah* Sale Contract and to do and execute all acts in relation thereto ("Sale Transaction(s)").

Authorised Signatory

Authorised Signatory

Name:
NRIC/Passport No:
Designation:
Date:

Name:
NRIC/Passport No:
Designation:
Date:

Please affix Organisation Stamp: _____