

NOTICE

Amendment of General Terms and Conditions for Deposit Products

Kuwait Finance House (Malaysia) Bhd (“KFH Malaysia”) hereby gives you notice of the following changes to the Terms and Conditions with effect from (and including) 28 April 2023 (“Effective Date”).

The summary of the changes are as follows: -

Clause	Amended Clause
1. Definitions and Interpretations	<p>Definitions and interpretations of below added</p> <p>1.1 “Anti-Bribery Laws” means the Malaysian Anti-Corruption Commission Act 2009 as amended from time to time, and the rules and regulations issued thereunder, and any other applicable laws, statutes, regulations, rules and orders that relates to bribery or corruption.</p>
10. Trust Account(s)	<p>Amended to:</p> <p>10.2 A trustee shall submit shall submit the following on the opening of the trust account as well as when requested by KFH Malaysia from time to time when required by PIDM:</p> <ul style="list-style-type: none">a. a statement that the deposit in the trust account is held in trust by the trustee;b. the name, address and identity card number or passport number of the trustee or any other identification of the trustee which acceptable to KFH Malaysia;c. the beneficiary’s details; andd. any other information required by PIDM.
22. Force Majeure	<p>Amended to:</p> <p>22.1 Notwithstanding any other provisions herein, in the event KFH Malaysia is unable to perform any operations or to provide any services due to any reason beyond KFH Malaysia’s control, including but not limited 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, KFH Malaysia shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer(s) arising from the same.</p>
24. Disclosure	<p>Amended to:</p> <p>24.1 In addition to the permitted disclosures provided under Schedule 11 of the Islamic Financial Services Act 2013, Customer hereby authorizes and permits KFH Malaysia, its officers and employees to disclose and furnish all information concerning the Account(s) with KFH Malaysia, present and future accounts of Customer and any other matters relating to such account(s) to:</p>

	<ul style="list-style-type: none">a. the Central Credit Unit (including for purposes of storage in the Central Credit Reference Information System (“CCRIS”) which information is available to all participating financial institutions), Dishonoured Cheques Information System (DCHEQS), Bank Negara Malaysia, Syarikat Jaminan Pembiayaan Perniagaan Malaysia (if applicable) and any other governmental agency or such other regulatory authorities having jurisdiction over KFH Malaysia and / or KFH Malaysia’s holding company;b. the security parties or any party intending to provide security in respect of Account(s) with KFHMB and his/her account(s);c. any company which is or which in the future may be a subsidiary and / or parent company and / or member and / or related concern (as defined by Section 7 of the Companies’ Act (2016) and / or associate (as defined by Section 2(1) of the Islamic Financial Services Act (2013) of KFH Malaysia and / or its holding company;d. any of KFH Malaysia’s branches, representative offices, affiliates (present as well as future) and KFH Malaysia’s head office;e. any person who provides services to KFH Malaysia and/or its holding company (including without limitation the auditors, legal counsels and other professional advisors of KFH Malaysia and/or its holding company);f. any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation or other legal provisions or rules or orders (including subpoenas) issued by any court of law of any jurisdiction within or outside Malaysia, or to the extent that disclosure of information is deemed by KFHMB to be prudent or reasonably necessary to defend itself in any court of law of any jurisdiction within or outside Malaysia;g. any service provider (including debt collection agencies and short message service provider);h. Where Customer instructs KFH Malaysia to effect any sort of cross-border transaction (including remittance and/or receiving any payments), the details relevant to the cross border transaction (including but not limited to information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by any regulators, authorities in connection with their legitimate duties (e.g. the prevention of crime), legal proceedings or any court of law of any jurisdiction within or outside Malaysia. In instructing KFH Malaysia to enter into any cross-border
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	<p>transaction on Customer’s behalf, Customer hereby agrees and consent to the abovesaid disclosures; and</p> <p>i. any person or party for such purposes as KFH Malaysia may in its discretion deems necessary or expedient.</p> <p>24.2 Customer hereby consents to such disclosure both as to information that KFH Malaysia already has in its possession, and information that it will receive in the future , and that no further consent from Customer(s) is required for the purposes of this section and Customer(s) hereby confirms that KFH Malaysia shall not be liable in any manner for disclosing or furnishing such information referred to herein provided that in respect of the documents or records or information which are classified as confidential, the person receiving such information from KFH Malaysia may be required to undertake to maintain the confidentiality of the documents or records or information received.</p> <p>24.3 In the event Customer(s) opts to withdraw the consent given earlier, KFH Malaysia will have the right to not provide or discontinue the provision of any products, services, account(s) and/or facility(ies) that is/are linked with such information.</p>
25. Terms and Conditions	Clause title changed to ‘Customer(s) Terms and Conditions
30. Customer’s Responsibilities and Security Obligations	<p>Clause 30 and sub-clause below added</p> <p>30.1 It is the Customer’s responsibility to safeguard their Account(s) against unauthorised and fraudulent use. As such, the Customer agrees to be responsible to ensure that the following preventative measures are taken, including but not limited to:</p> <ul style="list-style-type: none"> a. not misuse, conduct illegal, unlawful fraudulent activities through the Account(s); b. not allow the Account(s) to be used by third parties or unknown persons; and c. Examine all statements of their Account(s) in a timely manner and immediately notify KFH Malaysia if there are any errors, irregularities, discrepancies or unauthorised transaction. <p>30.2 KFH Malaysia reserves the right to invalidate temporarily, suspend or block the Customer’s access to the Account(s) and / or use of the Customer’s Account(s) until further verification if we detect potential unauthorised access and KFH Malaysia will inform the Customer as soon as practicable, subject to legal and / or regulatory restrictions. Once verification is successful, the Customer’s access to the Account(s) will be reinstated.</p>

<p>31. Consent to Process Personal Information</p>	<p>Clause 31 title changed to “Personal Data Protection Act 2010” and new sub-clauses added</p> <p>31.1. Where "Personal Data" as defined in the Personal Data Protection Act 2010 (PDPA) is processed for the purpose the Account(s), both Parties shall:</p> <ul style="list-style-type: none"> a. process the Personal Data to the extent and in such manner as is necessary for the performance and operation of the Account(s); b. procure that its employees, shareholders, affiliates, agents and/or consultants agree, observe and comply with the requirements of PDPA and ensure reliability of any personnel having access to the Personal Data; c. take appropriate technical and or organizational measures to protect the Personal Data from any loss, misuse, modification, authorisation or accidental access or disclosure, alteration or destruction including ensuring a level of security appropriate to the harm that might result from the said acts and appropriate to the nature of the Personal Data; d. promptly notify the other Party in writing when it becomes aware or reasonably ought to have become aware of any breach of its obligations under the Terms and Conditions that results in an actual or reasonably suspected unauthorized disclosure of Personal Data whether on part of itself or its officers, employees, agents or sub-contractor and of steps taken to manage and repair the breach. <p>31.2. Notwithstanding anything herein contained, both Parties shall at all times comply with the provisions of PDPA. Customer(s) hereby fully indemnifies and shall keep KFH Malaysia indemnified from and against all costs, expenses, actions, damages and claims whatsoever resulting from or in connection with such non-compliance by KFH Malaysia of the provisions of the PDPA.</p> <p>31.3. Customer(s) hereby agrees and consents to the holding, collection and use of all personal data provided to KFH Malaysia by the Customer(s) or acquired by KFH Malaysia from the public domain, as well as personal data that arises as a result of the provision of services to the Customer(s) in connection with the Account(s) with KFH Malaysia in accordance with the Privacy Policy under Personal Data Protection Act 2010 by KFH Malaysia as may be amended from time to time.</p>
<p>32. Anti-Bribery, Anti-Corruption and</p>	<p>Clause 32 title changed to “Canvassing, Gifts, Inducements and Rewards” and sub-clause below added</p>

<p>Whistleblowing Undertakings</p>	<p>32.1. The Customer(s) hereby acknowledges that KFH Malaysia practices a zero-tolerance position towards any form of bribery and corruption in line with its Anti Bribery and Corruption (ABC) Policy.</p> <p>32.2. The Customer(s) shall not in any circumstances offer, promise or make any gift, payment, financing, reward, inducement, benefit, or other advantage to any of the KFH Malaysia's employees, members of its board of directors, representatives and/or agents. Such acts are criminal offence under the Malaysian laws and shall entitle, but not oblige, KFH Malaysia without liability and without prejudice to KFH Malaysia's other rights and remedies, to terminate the Account(s) forthwith, and the Customer(s) shall be liable for all losses incurred by KFH Malaysia as a result of such termination, and shall indemnify and render the KFH Malaysia harmless from all such costs.</p> <p>32.3. The Parties hereby declare that they are aware of the practice wherein persons and companies may take advantage of the position or office that they are in or the information that they are in possession of for the purposes of obtaining for themselves any illicit gratification, reward, benefit or advantage or make or made any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment, Customer(s) recognises that such practice is in violation of the KFH Malaysia's policies including its procurements ethics, and the Malaysian Anti-Corruption Commission (Amendment) Act 2018 or any regulation implementing any anti-corruption or other similar law in Malaysia and hereby warrants and undertakes not to utilize such information or assistance offered by such persons or companies or allow the existence or the continuation of such practice for the purpose of operating the Account(s).</p> <p>32.4. The Customer(s) has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with this clause.</p> <p>32.5. The Customer(s), upon being informed of any violation of these provisions, which have either occurred or may have occurred, shall immediately notify KFH Malaysia in writing of the nature of the violation.</p> <p>32.6. The Customer(s) hereby acknowledges and undertakes as follows:</p> <ul style="list-style-type: none">a. that Customer(s) has read and understood KFH Malaysia's ABC Statement as published in KFH Malaysia's corporate website;
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	<p>b. that Customer(s) shall, and shall cause its directors, officers, employees and its authorized representatives or agents, to comply with anti-corruption or other similar law in Malaysia;</p> <p>c. Customer(s), upon being informed of any violation of these provisions, which have either occurred or may have occurred, shall immediately notify KFH Malaysia in writing of the nature of the violation; and</p> <p>d. to notify the KFH Malaysia of any non-compliance or attempted non-compliance with the Anti-Bribery Laws by any of its employees or persons associated with Customer(s) by reporting the same via the whistleblow@kfh.com.my on KFH Malaysia's corporate website.</p>
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Thank you.