

**AMANAH SAHAM BUMIPUTERA (ASB) FINANCING-i FACILITY
TERMS AND CONDITIONS**

1. Overview

The terms and conditions herein shall apply to the Customers who have been granted *Amanah Saham Bumiputera (ASB) Financing-i Facility* ("Facility") by Bank Islam Malaysia Berhad ("the Bank").

The Customer is advised to read and understand these terms and conditions before applying for the Facility.

2. Tawarruq Arrangement

Based on Tawarruq arrangement, the Facility is extended to the Customer as follows:

2.1 The Customer appoints the Bank as his/her agent to perform the following tasks:

(a) **Appointment 1**
As agent to purchase commodity on Murabahah basis from the Bank on behalf of the Customer

(b) **Appointment 2**
As agent to sell commodity to a commodity purchaser(s) on behalf of the Customer

2.2 The Bank shall sell the commodity to the Customer on Murabahah basis at an agreed sale price which is payable by the Customer on deferred terms. The Bank acting as the Customer's agent will purchase the commodity from the Bank.

2.3 The Bank acting as the Customer's agent shall sell the commodity to commodity purchaser(s). The proceeds, which shall be equivalent to the amount of the Facility, will be credited into the Customer's account.

2.4 The Customer shall pay the amount due under the Facility as per agreed terms with the Bank.

3. Acceptance of the Terms and Conditions

By signing the Bank's Memorandum of Acceptance in the Letter of offer (LO) for the Facility, the Customer agrees to be bound by the following terms and conditions.

4. Method of financing

Under the Tawarruq arrangement and pursuant to the Bank's financing procedure, the Customer will purchase the Commodity from the Bank on a deferred payment basis and then sell the Commodity to a third party to obtain cash in the following manner:

(a) Purchase of the Commodity by the Customer from the Bank

Pursuant to the Appointment of the Bank as Purchase Agent, under which the Customer has appointed the Bank as its agent to purchase the Commodity from the Bank on terms and conditions contained in Clause 43 hereof, the Bank shall enter into a Murabahah transaction

with the Customer on the terms and conditions contained herein whereby the Customer shall pay the Bank's Sale Price on a deferred payment basis.

(b) Sale of the Commodity by the Customer through the Bank as its agent

The Customer, pursuant to the Appointment of the Bank as Sale Agent, has appointed the Bank as its agent to sell the Commodity for the purpose of realising the Proceeds on terms and conditions contained in Clause 43 hereof. The Bank will sell the Commodity to the Commodity Purchaser on a spot payment basis.

(c) Confirmation of Transactions

Upon the conclusion of the sale of the Commodity to the Commodity Purchaser as set out in Clause 43, the Bank, upon the request of the Customer, will issue the Confirmation of Transactions.

5. Definitions

In these Terms and Conditions, where the context so admits the following words shall have the meanings set out against them:

<u>Word</u>	<u>Meaning</u>
"Appointment of the Bank as Purchase Agent"	the Appointment of the Bank as Purchase Agent whereby the Customer has appointed the Bank as its agent to purchase the Commodity on its behalf from the Bank.
"Appointment of the Bank as Sale Agent"	the Appointment of the Bank as Sale Agent whereby the Customer has appointed the Bank as its agent to sell the Commodity to the Commodity Purchaser(s).
"Bank's Purchase Price"	the amount payable or paid by the Bank to the Commodity Seller.
"Bank's Sale Price"	the respective sale price payable by the Customer to the Bank which shall comprise the Bank's Purchase Price and the profit of the Bank under the Facility.
"Commodities"	any commodity traded at any trading platform approved by the Bank excluding gold and silver or any other commodity or asset in each case provided that such commodity or asset is acceptable to the Bank.
"Commodity Purchaser"	any third party, other than the Commodity Seller, to whom the Bank shall sell the Commodity on

	behalf of the Customer.		
"Commodity Seller"	any third party from whom the Bank shall purchase the Commodity so as to sell it to the Customer.	"Guarantee"	the Guarantee executed by the Guarantor(s) in favour of the Bank guaranteeing the payment of the Indebtedness (if applicable) in the format determined by the Bank.
"Confirmation of Transactions"	the respective Confirmation of Transactions relating to the Customer's purchase and sale of the Commodity issued, upon the request of the Customer, by the Bank to the Customer confirming the sale of the Commodity to the Customer and to the Commodity Purchaser.	"Guarantor(s)"	the person(s) who executes the Guarantee guaranteeing the payment of the Indebtedness (if applicable) and includes their respective assigns, personal representatives, executors, administrators and estates (if applicable) Names and particulars of the Guarantor(s) as stipulated in Appendix A (Payment Schedule for Bank Islam Malaysia Berhad ASB Financing-i Facility).
"Early Settlement"	a settlement prior to the expiry of the Financing tenure by the Customer including, but is not limited to the following situations: <ul style="list-style-type: none"> i. Customers who make an early settlement or early redemption, including those arising from prepayments; ii. Settlement of the original Financing contract due to financing restructuring exercise; iii. Settlement by Customers in the case of default; and/or iv. Settlement by Customers in the event of termination or cancellation of Financing before the maturity date. 	"Indebtedness"	the Bank's Sale Price or any part thereof outstanding and all other monies whatsoever including but not limited to fees, costs (including legal costs on a solicitors and client basis), charges and expenses due and payable to the Bank pursuant to the Facility.
		"Month"	a Gregorian calendar month.
		"Proceeds"	the amount payable to the Customer on the sale of the Commodities to any third party by the Bank as an agent to the Customer which amount also constitutes the Facility.
"Early Settlement Amount"	an outstanding Bank's Sale Price minus ibrah' on Early Settlement minus undisbursed (or unutilized) amount minus advances by the customer plus temporary excess plus advances by the Bank plus ta'widh plus Early Settlement Charges".	"Profit"	the difference between the Bank's Sale Price payable herein and the Facility and the method of recognition of the profit margin as the Bank's income shall be in accordance with the Bank's accounting policy prevailing at the material time.
	<u>Note:</u>	"Ringgit Malaysia"	the lawful currency of Malaysia in which all payments are to be made under these Terms and Conditions.
	i. Outstanding Bank's Sale Price = Outstanding Purchase Price (or Financing Amount) + Profit Overdue + Deferred Profit.	"Security"	the security provided by the Security Party in securing the payment of Indebtedness to the Bank, the Guarantee and any other security for the time being or from time to time constituting security for the obligations and liabilities (including but not limited to the payment of the indebtedness) of the Customer under and in connection with the Facility.
	ii. Advances by the Bank include takaful contribution / insurance premium, legal fees, quit rent etc.		
	iii. Early Settlement Charges means actual costs allowed by Shariah Supervisory Council of the Bank.		
"Event of Default"	any of the events specified in Clause 14 hereof.		

"Security Documents"	this terms and conditions, the letter of appointment of the Bank as sales and purchase agent, the Guarantee and any other security documents for the time being or from time to time constituting security for the obligations and liabilities (including but not limited to the payment of the Indebtedness) of the Customer under and in connection with the Facility.	Wakalah	A contract of appointment of an agent whereby a person appoints another to act on his behalf.
"Security Deposit"	payment impose which shall be retained by the Bank to ensure the due observance by the Customer of the Terms and Conditions herein		
"Security Party"	the Customer and the party or parties for the time being providing security for the obligations and liabilities of the Customer (including but not limited to the payment of the Indebtedness) under and in connection with the Facility.		
"Transaction Documents"	the Transaction Documents are as follows: i. Letter of Offer; ii. Agency Documents comprising of: a. Appointment of the Bank as Purchase Agent; and b. Appointment of the Bank as Sale Agent; iii. This Terms and Conditions; iv. The Confirmation of Transactions, if requested by the Customer; and v. The Security Documents; and any agreements, certificates and documents entered into by the Bank in connection with the Trade Transactions.		
"Trade Transactions"	the purchase and the sale of the commodity pursuant to this Terms and Conditions.		
6. Definitions of Muamalat Terminologies			
Murabahah	A contract of sale based on cost plus where the acquisition cost and the seller's profit margin are disclosed to the buyer at the time of the contract. The settlement of the price is normally made on deferred payment basis.		
Tawarruq	The purchase of a commodity on a deferred payment. The commodity is then sold by the purchaser for cash to a party other than the original seller.		
		7. Interpretations	
		7.1	Words and expressions denoting the singular number only shall include the plural and vice versa and words and expressions denoting the masculine gender only shall include the feminine and neuter gender.
		7.2	Reference to clauses and schedules shall unless otherwise expressly provided be references to Clauses of and the Schedules to these Terms and Conditions.
		7.3	The headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing the provisions of these Terms and Conditions.
		8. Payment by the Customer	
		8.1	The amount of the Bank's Sale Price as stated in the Transaction Documents shall be paid by the Customer on a deferred payment term in the manner as notified by the Bank to the Customer in writing. The amount as stated in any statement issued by the Bank to be due and payable by the Customer to the Bank shall be conclusive, save for manifest error.. All payments made by the Customer pursuant to each statement shall be deemed to be payments made towards the satisfaction of the Bank's Sale Price or such part thereof remaining unpaid under these Terms and Conditions.
		8.2	The Bank shall have the right to impose the payment of security deposit on the Customer to the Bank ("the Security Deposit") which shall be retained by the Bank to ensure the due observance by the Customer of the Terms and Conditions herein and the Customer hereby authorizes the Bank to set-off and utilise the Security Deposit for the purpose of payment of any instalments due and payable and other monies payable by the Customer under the Facility PROVIDED ALWAYS THAT any balance of the Security Deposit after deductions of any instalments due and payable or any other monies payable by the Customer herein shall be refunded to the Customer on full settlement of the Bank's Sale Price and all monies due and/or payable herein.
		9. Right to outsource debt collection function and sell non-performing financing (NPF)	
			The Customer hereby agrees that the Bank shall have the right to outsource its debt collection function or sell or transfer its financing assets, including non-performing financing to any agencies, companies, licensed financial institutions or third party approved by the relevant authorities with sufficient notice to the Customer.
		10. SMS Reminder	

- 10.1 The Bank shall be entitled at any time to send to the Customer reminders in respect of any instalment due ("Reminder"), whether or not the Customer has requested for the same and the Customer may be notified of each Reminder via mobile phone (if supported by the Customer phone operator) subject to the relevant terms and charges of the phone operator.
- 10.2 The Customer is fully aware that the Customer's receipt of each Reminder may be delayed or prevented by factor(s) affecting the relevant service provider(s), phone operator(s) and any other relevant entities. The Customer accepts that the Bank neither guarantees the delivery nor accuracy of the contents of each Reminder and shall not be liable to the Customer or anyone else for losses or damages arising from:
- i. a non-delivery, delayed delivery or wrongful delivery of each Reminder;
 - ii. inaccurate content of each Reminder; or
 - iii. the Customer's use or reliance on the contents of any Reminder for any purposes.
- 10.3 The information in respect of any Reminder may be subject to certain time lags and/or delays. The features of any Reminder may at any time be varied or discontinued by the Bank with notice
- 11. Telephone Monitoring and Recording**
- The Customer authorizes the Bank to contact the Customers by telephone about the Facility. The Customer agrees that the Bank may place such telephone calls using an automatic dialling and that such calls will not be unsolicited calls. From time to time the Bank may monitor and/or record the telephone calls between the Customer and the Bank. The Customer further authorizes the Bank to monitor and/or record the telephone conversation at any time and that no additional notice to the Customer or additional approval from the Customer is needed.
- 12. Representations and Warranties by the Customer**
- 12.1 The Customer represents and warrants to the Bank as follows:
- i. that these Terms and Conditions constitute the legal valid and binding obligations of the Customer enforceable in accordance with its own terms and the obligations of the Customer thereunder do not contravene any legislation or regulation binding on the Customer;
 - ii. that the Customer is not now or in utilising the Facility as the case may be, in default under any existing mortgage indenture or contract binding on the Customer or to which Customer is subject;
 - iii. that there is no order of any court or any governmental agency or any provision of any existing agreement binding on the Customer or to which Customer is subject which would be contravened or breached by the execution
- delivery and performance of these Terms and Conditions;
- iv. that no lawsuits or investigations by any governmental agency body or other regulatory authority or any other party are pending or are to be instituted against the Customer;
 - v. that no violation of any provisions of legislation court orders judgment and others has been committed by the Customer;
 - vi. that there are no bankruptcy proceedings pending against the Customer;
 - vii. that every license approval or authorization of any governmental authority in Malaysia which is required in connection with the execution performance validity or enforceability of these Terms and Conditions have been obtained and is in full force and effect;
 - viii. that the rights and obligations of the parties under these Terms and Conditions are governed by and construed in accordance with the laws of Malaysia;
- 12.2 The truth and correctness of all matters stated in the representations and warranties in the foregoing paragraphs of this section hereof form the basis of the Bank's commitment to make available the Facility to the Customer. If any such representation and/or warranty made at any time hereafter be found to have been incorrect in any material respect then and in such event and notwithstanding anything to the contrary in this Terms and Conditions contained therein the Bank has the right to terminate the Facility or part or parts thereof.
- 13. Conditions Precedent**
- 13.1 The disbursement of the Facility would be made subject to the following conditions (the "Conditions Precedent"):
- i. all conditions stated in the Letter of Offer for ASB Financing-i in these Terms and Conditions and such other terms and conditions as determined by the Bank are fulfilled;
 - ii. the Customer has paid all costs, stamp duty and registration fees and other expenses in connection with the Facility;
 - iii. searches have been made on the Customer, that no bankruptcy proceedings have been commenced against the Customer;
 - iv. approvals from relevant authorities have been obtained and are still valid;
 - v. in the event the Customer wishes to take delivery of the commodity, the property to be charged under the Security clause above shall have been perfected and/or registered with the relevant registries and authorities and/or, where applicable, any account or financing account which the Customer maintains with any third party that the Bank requires to be settled, shall

have been first settled and all costs incurred are to be borne by the Customer.

14. Events of Default

14.1 Upon the occurrence of any of the following events at any time and regardless of whether the event is within or beyond the control of the Customer:

- i. if the Customer shall default in the payment of the Indebtedness or any part thereof after the same shall have become due whether formally demanded or not;
- ii. if Customer fails or is in breach of any provisions of these Terms and Conditions;
- iii. if any representation or warranty made or deemed made by the Customer under these Terms and Conditions or which is contained in any certificate, document or financial or other statement furnished at any time pursuant to the terms of these Terms and Conditions proves to have been incorrect in any material respect on or as of the date made;
- iv. if any liability of any of the Customer becomes capable, in accordance with the relevant terms thereof, of being due prematurely by reason of a default by the Customer in his obligations in respect of the same, or Customer fails to make any payment in respect thereof on the due date for such payment or if due on demand when demanded or the security for any such liability becomes enforceable;
- v. if the Customer becomes or is declared insolvent or consents to the appointment of a trustee, custodian, intervener or receiver for him or for what in the Bank's opinion is a substantial part of his assets, or any such trustee, custodian, intervener or receiver is appointed, or dissolution, re-organisation, intervention, arrangement or liquidation/bankruptcy proceedings (or proceedings similar in purpose or effect) are instituted by or against the Customer;
- vi. if the Customer dies or becomes insane;
- vii. if a distress or a warrant of attachment or execution or similar process against any substantial part of the assets of the Customer is issued;
- viii. if one or more judgments or decrees shall be entered against the Customer and involving in the aggregate a liability (not paid or fully covered by Takaful/ insurance) of such quantum deemed significant by the Bank and any such judgment or decree shall not have been vacated discharged or stayed within sixty (60) days from the entry thereof;
- ix. if any present or future security on or over the assets of the Customer becomes enforceable and in the opinion of the Bank such event has or could have a material adverse effect on its ability to fulfil its obligations under these Terms and Conditions;

- x. if the Customer enters into any arrangement or composition with his creditors;
- xi. if any legal proceedings suit or action shall be instituted against the Customer and if after the Bank has reviewed the matter with the Customer the Bank is of the opinion that it will materially affect such person's ability to fulfill his obligations under these Terms and Conditions;
- xii. if the Customer becomes adjudged bankrupt;
- xiii. if false financial statements and/or other data required by the Bank shall have been furnished;
- xiv. if any of the assets of the Customer shall become the subject matter of any seizure, forfeiture, confiscation or expropriation by any authority, Government or otherwise;
- xv. if the Customer defaults under any other agreement or arrangement whatsoever with the Bank; or
- xvi. if any other event or events occur or circumstances arise which in the opinion of the Bank will prevent the Customer from duly and promptly performing or complying with his obligations under the Letter of Offer, the Facility these Terms and Conditions;

then, and in any such case, the Bank may declare that an Event of Default has occurred and simultaneously or at any time thereafter, irrespective of whether any event mentioned herein is continuing, the Bank :

- a. by written notice to the Customer declare the Indebtedness immediately due and payable; and
- b. enforce any or all of the remedies available to it.

15. Concurrent Remedies

It is expressly agreed and declared that upon the occurrence of an Event of Default, the Bank shall thereafter have the right to exercise all or any of the remedies available whether under these Terms and Conditions or by statute/law or otherwise and shall be entitled to exercise such remedies concurrently including pursuing and completing all remedies of sale or possession and a civil action to recover all monies due and owing to the Bank.

16. Deficiency in Proceeds

If the amount realised by the Bank on the sale, assignment and/ or transfer of the asset of the Customer or any part thereof is less than the Indebtedness and whether at such sale, assignment and/ or transfer the Bank is the purchaser or otherwise, the Customer shall pay on demand to the Bank the difference between the amount due and the amount so realised.

17. Right of Consolidation and Set Off (Muqassah)

Following an Event of Default, the Customer agrees that the Bank may at anytime and with sufficient notice combine or consolidate all or any account(s) of the Customer including accounts in the name of the Bank and/or of the Customer (whether current, deposit, investment, financing or of any other nature whatsoever) with the liabilities, wheresoever situated as set-off towards satisfaction of any sum due to the Bank under these Terms and Conditions. The Bank shall give the Customer seven (7) days' advance notice in writing and/or via electronic means prior to the set-off, towards satisfaction of any sum due to the Bank under this Financing.

18. Statement of Account

A statement of account in writing stating the amount payable by the Customer in respect of the Facility issued by or on behalf of the Bank shall be conclusive, save for manifest error, that such amount is in fact due and payable by the Customer.

19. Indemnity

The Customer shall fully indemnify the Bank from and against any expense including legal costs on a solicitors and client basis loss damage claim or liability (as to the amount of Indebtedness in the Transaction Documents, a statement in writing stating the amount issued by or on behalf of the Bank shall be conclusive, save for manifest error)) whatsoever in all respects which the Bank may incur sustain or suffer as the consequence of the occurrence of an Event of Default or any act, deed or thing done by the Bank under the provisions of or otherwise in connection with the Facility save for those directly arising as a result of the Bank's misconduct, negligence or breach of specified terms. Without prejudice to its generality, the foregoing indemnity shall extend to any fees and other sums whatsoever paid or unpaid and to any loss (including loss or profit, premium, penalty or expenses which may be incurred in liquidating or employing deposits from third parties).

20. Waiver

No relaxation, forbearance, indulgence, failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under these Terms and Conditions, or any security in favour of the Bank upon any default on the part of the Customer shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in any default affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by law.

21. Time

Time wherever mentioned shall be of the essence of these Terms and Conditions.

22. Full Payment

Notwithstanding anything to the contrary contained herein, it is hereby agreed that on the satisfaction by payment or otherwise of the Indebtedness all the provisions herein contained shall cease to be of any effect but without prejudice to the Bank's rights and remedies against the Customer in respect of any antecedent claim or breach.

23. Reconstruction of the Bank and the Obligation of the Customer

The securities, rights, liabilities, obligations created pursuant to these Terms and Conditions shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, re-construction or otherwise which may be made in the constitution of the Bank and similarly the liabilities and/or obligations created by these Terms and Conditions shall continue to be valid and binding for all purposes whatsoever upon the Customer and the Customer shall remain liable in relation to the obligations and liabilities created herein.

24. Indulgence

The liability and obligations of the Customer shall not be impaired or discharged by reason of any time forbearance or other indulgences being granted by or with the consent of the Bank to the Customer or to any person who or which may be in any way liable to pay any of the monies secured hereby or by any other security in favour of the Bank or by reason of any arrangement being entered into or composition accepted by the Bank modifying the operation of law or otherwise the rights and remedies of the Bank under these Terms and Conditions.

25. Variation of Terms

The Bank shall be entitled to vary or amend the terms and/or conditions of these Terms and Conditions by notice in writing to the Customer and such amendments and variations shall have similar effect as those hereinbefore referred to in this Terms and Conditions and nothing herein shall be construed so as to restrict or curtail or prejudice any of the rights of the Bank herein to vary or amend the terms and/or conditions without the necessity to obtain the Customer's consent or confirmation.

26. Benefit to Assign, Successors, etc.

These Terms and Conditions shall be binding upon and enure to the benefit of the Bank and the Customer and their respective successors in title and assigns except that the Customer may not assign its rights or obligations thereunder or any interest therein without the prior written consent of the Bank but the Customer shall nevertheless remain liable for all its obligations hereunder in the event of any non-disclosure of any material fact pertaining to the Customer's assignment which if disclosed would affect the Bank's decision to agree to such assignment. All undertakings, agreements, representations and warranties given, made or entered into by the Customer under these

Terms and Conditions shall survive the making of any assignments thereunder.

27. Costs and Expenses

The Customer shall bear all stamp duties, fees, costs and expenses incurred in connection with or incidental to the Facility and/or the Bank's solicitors' fees (on a solicitors and client basis). In the event of any action of law whatsoever in relation to the Facility or any other instrument or document related thereto, the Customer in addition to all sums which the Customer may be called upon to pay to the Bank will pay the Bank's solicitors' fees (on a solicitors and client basis) and all other costs and expenses of such demand action or suit.

28. Governing Law

These Terms and Conditions shall be subject to, governed by, and construed in accordance with the laws of Malaysia provided always that in the event there is a conflict between the laws of Malaysia and the Shariah rules and principles, the Shariah rules and principles shall prevail.

29. Expenditure Incurred by the Bank for and on Behalf of the Customer

All monies expended by the Bank in relation to the Facility from time to time for and on behalf of the Customer and for its account shall be recoverable from the Customer and shall be repaid on demand. In default of payment, such monies shall be deemed to form part of the Indebtedness.

30. Suspense and New or Separate Account

Any money received in relation to the Facility may be placed or kept in a suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards the discharge of any money or liabilities due or incurred by the Customer to the Bank. Notwithstanding any such payment in the event of any proceedings in or analogous to bankruptcy liquidation or arrangement the Bank may prove for and agree to accept any profit or composition in respect of the whole or any part of such money and liabilities in the same manner as per these Terms and Conditions.

31. Disclosure of Information

31.1 The customer hereby expressly consents and/or authorise the Bank to disclose any information of the Customer which includes but not limited to personal data or information relating to the account, affairs or conduct of the account and/or banking facilities to the parties listed below (the "Authorized Parties"):-

- i. any officer, employee, agent or director of Bank Islam Group which includes the holding company(s) of the Bank, its subsidiaries, associated companies, affiliates, representatives and branch offices;
- ii. relevant third parties such as professional advisers, strategic business partners and alliances, service providers, insurers / Takaful

operators or insurance / Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of the Bank and whom are under legal obligation to the confidentiality of Customer's information;

- iii. any actual or potential participants or assignee, novatee or transferee of the Bank's rights and/or obligations under any transaction between the Bank and the Customer (or any agents or professional advisers);
- iv. any rating agency or direct / indirect provider of credit protection to the Bank;
- v. any party as required by any law or any government, quasi-government, administrative, regulatory / supervisory body or authority, court or tribunal;
- vi. any credit reference agency that the Bank uses for credit assessment or credit review of Customer and parties related to the facilities provided by the Bank to Customer;
- vii. any financial crime references agencies, other financial institution and any of their respective agents;
- viii. any security party, guarantor or collateral provider for Customer's facilities.
- ix. any parties who the bank seeks employee reference from.

31.2 The Customer hereby expressly consents to such disclosure pursuant to the relevant provisions under the Islamic Financial Services Act 2013 (IFSA 2013) and further confirms and declares that the terms contained herein shall be in addition to and to be read together with the Privacy Notice in connection with the Personal Data Protection Act 2010 signed with the Bank (which includes any changes made by the Bank from time to time). In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Notice, the terms and conditions in the Privacy Notice shall prevail.

31.3 The above disclosure is subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank. In addition, this Privacy Notice serves as a consent for any credit reporting agency to disclose your credit information to the Bank pursuant to section 24(1)(a) of the Credit Reporting Agencies Act 2010.

32. Disclosure to Central Credit Unit

The Bank, and its servants or nominees may, at any time and the Customer hereby consents to the same irrevocably, release information relating to the Customer in respect of the Facility and/or the Indebtedness to Bank Negara Malaysia's Central Credit Unit or to any other approved agencies or in

compliance with the laws of Malaysia and the Customer shall agree to such disclosure.

33. Personal Data Protection Act 2010 (PDPA)

The Customer hereby expressly agree to be bound by the terms and conditions stipulated in the Bank's Privacy Notice executed by the Customer in connection with the PDPA 2010.

34. Changes in Circumstances

If any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof or if compliance by the Bank with any applicable direction, request or requirement (whether or not having the force of law) or any governmental or other authority shall result in imposing on the Bank any condition burden or obligation which renders it undesirable, in the absolute opinion of the Bank, to make available or maintain the Facility, then upon notice from the Bank, the Facility shall be deemed to be cancelled in which event the Customer shall pay to the Bank the Indebtedness within seven (7) days from the receipt by the Customer of such notice.

35. Invalidity of any Provision

Any provision of these Terms and Conditions which is invalid, unenforceable or prohibited shall not affect the validity or enforceability of the other provisions of these Terms and Conditions.

36. Force Majeure

Notwithstanding any provision of these Terms and Conditions, the Bank shall not be liable for any failure on the part of the Bank to perform any obligation under these Terms and Conditions resulting directly or indirectly from the action or inaction of any governmental or local authority or any strike, boycott, blockade, act of God, civil disturbance or cause beyond the control of the Bank.

37. Ta`widh (Compensation)

It is hereby agreed that the Customer shall pay the Bank late payment charges by way of ta`widh (compensation) as follows:

(a) Before maturity of the Facility

A sum equivalent to one per centum (1%) per annum on overdue instalment(s) until date of full payment;

(b) After maturity of the Facility

A sum equivalent to the prevailing daily overnight Islamic Interbank Money Market Rate on outstanding balance i.e. outstanding Bank's Sale Price less ibra' (if any);

(c) Post Judgment Debt

A sum equivalent to the prevailing daily overnight Islamic Interbank Money Market Rate on basic judgment sum calculated from judgment date until date of full payment.

PROVIDED ALWAYS that the above said ta`widh (compensation) rates may be varied by Bank Negara Malaysia (BNM) from time to time and shall be applied in such manner as approved by BNM.

38. Service for Notices Legal Process etc.

38.1 Any demand notice request or legal process required or permitted to be given or made under these Terms and Conditions to the Bank or to the Customer shall be in writing and in the case of the Bank shall be under the hand of any Manager or any authorized officer of the Bank or a solicitor or firm of solicitors purporting to act for the Bank.

38.2 Any such demand notice request or legal process shall be deemed to have been sufficiently given or made if sent by ordinary or registered post sent to the respective address of the parties hereto and shall be deemed to have been served on and duly received by the other party or parties after the expiration of five (5) days from the date it is posted or if delivered by hand or send by courier to the party to be served on his or its solicitors, on the day it was delivered.

38.3 No change in contact details of the Customer howsoever brought about shall be effective or binding on the Bank unless the Customer has given to the Bank actual notice in writing of the change of address and nothing done in reliance on this provision shall be affected or prejudiced by any subsequent change in the address of the Customer over which the Bank has no actual knowledge of at the time the act or thing was done or carried out.

39. Security (If Applicable)

(a) The Security

For better securing the payment of the Indebtedness or any part thereof as shall be outstanding and all other moneys whatsoever now or hereafter owing to the Bank by the Customer, the Customer and/or the Security Party shall provide the Security and execute or procure the execution of the Security Documents by the Security Party. The security will be returned to the customer upon full settlement of the facility upon non occurrence of event of default.

(b) Continuing Security

i. The security herein provided is expressly intended to be and shall be a continuing security for all moneys whatsoever now or hereafter and from time to time owing to the Bank by the Customer whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Customer may at any time cease to be indebted to the Bank for any period or periods.

ii. These Terms and Conditions shall be without prejudice to any security already given by the Customer to the Bank or any security which may hereafter be given to the Bank whether the same be for securing, the

payment of the Facility together with Profit thereof and all other costs and charges thereon or any other moneys covenanted to be paid herein or whether it is taken as additional or collateral security otherwise howsoever.

(c) Covenant to Provide Further Security

The Customer shall at any time if and when required by the Bank so to do, execute in favour of the Bank or as the Bank shall direct such legal or other mortgages, charges, assignments, transfers or agreements as the Bank shall require of and on all the Customer's estate, right, title and interest in any property or assets or business belonging to the Customer or which may hereafter be acquired by the Customer and the benefits of all licences held in connection therewith to secure all moneys and liabilities hereby agreed to be paid or intended to be hereby secured and such mortgages, charges, assignments, transfers or agreements to be prepared by or on the Bank's behalf at the Customer's cost and to contain all such terms and conditions for the Bank's benefit as the Bank may require.

40. Base Rate (Applicable for Floating Rate Facility Only)

40.1 The Bank may vary the Effective Profit Rate and/or the Base Rate according to any applicable Bank Negara Malaysia Guidelines that is currently in force. In the event that the Effective Profit Rate varies as a result of any changes to the Base Rate, the Bank may give effect to the said changes by taking any of the following steps:

- i. Adjusting the amount of the monthly instalments payable by the Customer; or
- ii. Extending the tenure of the financing facility.

40.2 Provided that any of the steps taken above will not change/alter the Bank's Sale Price for the entire duration of the facility or any extension thereof.

40.3 In the event if there are any changes to the Base Rate, the Bank shall notify the Customer accordingly by any or all of the following means:

- i. Public Notice via the mainstream local newspapers;
- ii. Notices at the Banks' branches nationwide; or
- iii. Notices at the Bank's official website.

40.4 The tenure of the financing will be determined based on the applicable Effective Profit Rate from time to time.

41. Rebate (Ibra')

In the event of Early Settlement of the Financing the Bank undertakes to grant to the Customer an Ibra' (rebate) which is equivalent to the Deferred Profit at the point of settlement.

Ibra' Formula:

$Ibra' / Rebate on early settlement = Deferred Profit.$

Note:

- i. $Deferred Profit = Total Contracted Profit - Accrued Profit .$
- ii. $Total Contracted Profit = Bank's Sale Price - Bank's Purchase Price (or Financing Amount).$
- iii. Accrued Profit is calculated based on Effective Profit Rate of the outstanding Bank's Purchase Price (or Financing Amount) being disbursed (or utilized).

42. Takaful (if applicable)

The Customer shall subscribe to the Takaful Plan from Syarikat Takaful Malaysia Berhad or any other Takaful operator which is duly approved by Bank Islam Malaysia Berhad. All costs related to the Takaful Plan shall be borne by the Customer whereby the costs incurred can be paid by the Customer or be deducted directly from the disbursement amount of the Customer's financing facility. In the event of any shortfall in the payment of the said costs prior to the disbursement of the Customer's financing, the Bank has the right to claim on the shortfall in the said costs by way of a notice of claim to the Customer and the Customer hereby agrees and allows the Bank to debit the relevant amount from the Customer's savings or current or investment or financing account in order to settle the shortfall.

43. Terms and Conditions of the Agency

43.1 Nature and scope of Agency

i. The appointment of the Bank as the Customer's agent pursuant to the Appointment of the Bank as Purchase Agent and the Appointment of the Bank as Sale Agent shall be unconditional and irrevocable and the Bank, as the Customer's agent, shall carry out the following respectively:

- a. to act on the Customer's behalf so as to conclude the Customer's purchase of the commodity from the Bank; and
- b. to act on the Customer's behalf so as to conclude the Customer's sale of the commodity to the Commodity Purchaser.

ii. The Bank is hereby authorised to execute and deliver such documents or instruments as shall be deemed necessary by the Bank for the performance of its obligations in connection with the matters set out in Clause 43.1(i).

iii. The Bank shall use its reasonable endeavours to ensure that the proceeds of sale of the Commodity by it as contemplated by Clause 43.1(i)(b) shall not be less than the Bank's Purchase Price.

- iv. Without prejudice to the generality of Clause 43.1(i)(b), the Customer acknowledges that under the arrangements the Bank has with the Commodity Purchaser or any other suppliers or third party counterparties, the Bank may be required to (and the Customer agrees that the Bank may) disclose it is acting as the Customer's agent and to name the Customer as its principal.
- v. The Customer undertakes to establish and maintain an account or accounts with the Bank (the Account) which the Bank is authorised to operate on behalf of the Customer (if applicable).
- vi. The Bank acknowledges and confirms that all amounts of Proceeds to the Customer in respect of the disposal of the Commodity as contemplated in Clause 43.1(i)(b) above shall be credited in the Customer's account and the Customer shall do all things necessary to effect the provisions of this Terms and Conditions.

43.2 Extent of Agency

- i. In connection with its powers, discretions, authorities and duties under this Terms and Conditions, the Bank shall act solely as the agent of the Customer on a restricted limited basis (i.e. as agent on a deal by deal basis) to the extent expressly provided herein and shall not otherwise be regarded as agent for and on behalf of the Customer in any other respect whatsoever.
- ii. The appointment of the Bank under the Appointment of the Bank as Purchase Agent shall be effective from the date of the Appointment of the Bank as Purchase Agent and shall end upon the purchase of the Commodity from the Bank.
- iii. The appointment of the Bank under the Appointment of the Bank as Sale Agent shall be effective from the date of the Appointment of the Bank as Sale Agent and shall end upon the sale of the Commodity to the third party.

43.3 Brokerage Fees and Expenses

To the extent that any of the expenses, fees and commissions have not been ascertained and invoiced to the Bank by the Commodity Purchaser by the time that the Customer incurs the obligation to make the payment of the Bank's Sale Price in accordance with this Terms and Conditions, then such expenses, fees and commissions shall become due and payable by the Customer to the Bank upon the Bank receiving the appropriate invoice therefore from the Commodity Purchaser, as relevant, and upon the Bank then providing the appropriate invoice therefore to the Customer.

43.4 Indemnity

- i. The Bank shall not be liable to the Customer in contract or tort or otherwise for any direct or indirect financial or economic losses, costs, liabilities or expenses (including, without limitation, loss of profit, loss of savings or loss of goodwill) save for those directly arising as a

result of the Bank's misconduct, negligence or breach of specified terms. The Bank shall not be liable in relation to any default, negligence or fraud of the Commodity Seller, the Commodity Purchaser or any other person, firm or company with whom transactions in Clause 43.1(i) is effected for the account of the Customer.

- ii. The Bank shall not be liable for any failure of the Customer to duly and punctually perform any of its respective duties or obligations under this Terms and Conditions.
- iii. To the extent not otherwise recovered, the Customer shall keep the Bank indemnified from and against any loss, cost (including any cost of enforcement), liability (including any tax liability), claim, demand or damages which the Bank suffers or incurs in the lawful and proper exercise of its duties under this Terms and Conditions save where such losses, costs, liabilities, claims, demands or damages directly arise by reason of any misconduct, negligence or breach of specified terms on the part of the Bank.

43.5 Confidentiality

Subject to Clause 43.1(iv) and Clause 43.6, the contents of this Clause and the transactions contemplated by Clause 43.1(i) shall be kept confidential by the parties for the duration of this Terms and Conditions and after it shall terminate save to the extent that any such matter shall become a matter of public knowledge other than through the fault of the parties and save as required by an order of a court of competent jurisdiction or a competent administrative authority.

43.6 Assignment

- 43.6.1 The Bank may assign or transfer its rights, benefits or obligations under any transaction under this Clause 43 to any company in the group of companies of which it is a member or any of its affiliates without the prior permission of the Customer, the costs whereof, if any, shall be borne by the Customer.

43.6.2 Benefit of Terms and Condition

i. Assignment by Bank

The Bank may, upon giving notice to the Customer and at the cost and expense of the Customer, assign its rights under the Security Documents or any part thereof and/or transfer its obligations under the Security Documents or any part thereof subject to the terms of the Security Documents and:

- a. for this purpose may disclose to a potential assignee or transferee or any other person who derives or may derive rights or obligations under or by reference to the Security Documents such information about the Customer as shall have been made available to the Bank;
- b. where the Bank transfers its obligations or any part thereof, the Customer shall execute

such documents as are reasonably necessary to release the Bank to the extent of the transfer and join the transferee as a party hereto; and

- c. where the Bank transfers all its obligations and rights hereunder the Customer shall thereafter deal solely with the transferee with respect to payments, notices and other matters relating to the administration of this Terms and Conditions.

ii. No Assignment by Customer

The Customer may not assign any of its obligations or benefits under the Security Documents.

44. Islamic Financial Services Act 2013

The Customer hereby declares that none of the directors, guarantors, managers, agents, shareholders or employees of the Customer or the spouses, parents, children of such directors, guarantors, managers, agents, shareholders or employees are directors, officers or in any way otherwise connected with the Bank within the meaning stipulated under any guidelines, specifications, standards or circulars issued pursuant to the Islamic Financial Services Act 2013.

45. Cross Default

The Customer hereby expressly agrees that if any sums shall be due from the Customer to the Bank from time to time or at any time or if the Customer may be or become liable to the Bank anywhere on banking account or any other account current or otherwise in any manner whatsoever or if default is made in any provisions of such account or in any other banking facilities granted by the Bank to the Customer or in any of the provisions herein, then in any such event, the monies hereby secured together with all monies payable under such account or other banking facilities aforesaid shall immediately become due and payable and the security herein shall become immediately enforceable.

46. Right to Debit Account

The Customer agrees that the Bank shall have the right to debit Customer's current/savings account or any other accounts maintained with the Bank (including to liquidate account which give effect to premature redemption) for payment of any profit and/or principal due and payable to the Bank, takafal contribution, fees, charges and any other monies due and payable under the Facility, as stated in the Terms and Conditions, Product Disclosure Sheet, Bank Islam Corporate website and/or other means as communicated by the Bank from time to time.

47. Anti Money Laundering and Counter Financing of Terrorism

In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice,

government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies, the Bank may:

- a) be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction;
- b) report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Bank may need or decide to disclose. These may include but not limited to:
 - i) transactions which involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - ii) transactions under investigation of an actual or attempted evasion of tax, investigation of or prosecution of a person for an offence against any applicable law; or
 - iii) transactions which involve persons or entities which may be the subject of sanctions;
- c) intercept and investigate any payment messages and other full information or communications sent to or by the Customer or on behalf of the customer and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information;
- d) take any action it believes to be necessary, which includes freezing of funds, preventing operation of an account, refusing a request for funds from the Customer to use a product, or delaying or cancelling a transaction. The Bank need not notify the Customer until a reasonable time after it is permitted to do so under those law or policies. The Bank will not be liable for any loss arising out of any action taken or any delay or failure by the Bank, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above; and
- e) not accept any deposit of any money or cheques and/or allow or carry out any other transaction including withdrawals of money in respect of Customer's account if the Bank has a reason to believe or is made aware of by third parties or relevant authorities that the Customer's account is being used for or implicated in fraud, potential fraud, financial crimes, illegal activities, soliciting illegal financial investment schemes, money laundering or terrorism financing activities. The Bank too shall (subject to the extent permitted by law), reserve the right to close, freeze or otherwise deal with the Customer's account where necessary.

Signed by the Customer

Signed for and on behalf of the Bank

.....
Name:
NRIC:

Date:

.....
Name:

Date: