**Hong Leong ASB Financing-i Terms and Conditions** (Versi Bahasa Malaysia)
Upon the Bank's approval of the ASB Financing-i ("**Facility**") and the Customer's acceptance of the terms of the Facility as set out in the Disbursement Notice (as defined herein), the Customer has read, understood and agreed to be bound by the Facility Terms and Conditions ("**T&Cs**") and any additions or amendments as may be made thereto by the Bank with prior notice to Customer.

**Facility Concept and Method of Financing**
This Facility is in accordance to the Shariah contract of Tawarruq and in accordance to the Bank's financing procedures. After the Bank's approval of this application, the Bank will sell its assets and/or commodities ("**Asset**") at an agreed price which shall comprise of the amount applied for by the Customer and approved by the Bank that shall be the cost of acquiring the Asset ("**Facility Amount**") and the disclosed profit rate which represents the profit amount of the Bank ("**Selling Price**") on an agreed deferred payment terms to the Customer in accordance to the T&Cs herein. This trading shall be evidenced via the electronic sales certificate (or any other evidence of ownership) and shall be known as "Commodity Trading". Notwithstanding the above, the Bank may, under exceptional circumstances including but not limited to any operational and/or system challenges faced by the Bank, carry out the Commodity Trading after the disbursement of the Facility Amount to the Customer provided that such Commodity Trading is in accordance with Shariah principles.

Pursuant to the Letter of Agency to be executed by the Customer in Part IV herein ("**Letter of Agency**") the Bank may, as an agent for and on behalf of the Customer, sell the Asset to any third party at an agreed price equivalent to the Facility Amount on cash payment terms whereby the payment proceeds thereof shall be disbursed to the Customer in accordance with the T&Cs herein.

**1. Facility Amount**
The Facility Amount shall be the financing sum approved by the Bank and notified to the Customer in writing, which sum shall not exceed the sum applied for by the Customer in the application for the Facility by the Customer ("**Application Form**"). For the avoidance of doubt, the Customer hereby authorises and permits the Bank to:

a) check the Customer's eligibility to purchase the Amanah Saham Bumiputera ("**ASB**")/ Amanah Saham Bumiputera 2 ("**ASB 2**") units;
b) purchase the ASB/ASB 2 units from Amanah Saham Nasional Berhad ("**ASNB**") on behalf of the Customer upon the Bank's approval of the Facility; and
c) the purchase of the ASB/ASB2 will be subject to the fund's availability in ASNB system.

**2. Asset**

a) The Asset in the form of any Shariah compliant commodities to be traded under the Facility shall be acceptable to the parties and as approved by the Shariah Committee of the Bank;
b) The trading is carried out on a commodity trading platform which, facilitates Tawarruq transactions and has been approved by the Shariah Committee of the Bank;
c) The Bank is the legal and/or beneficial owner of the unencumbered Asset prior to the sale of the Asset to the Customer;
d) In the event the Bank requires to re-execute the Sale of the Asset ("**Sale**"), the proceeds from the earlier Sale shall first be applied towards the payment of all amounts then outstanding and due to the Bank. The Bank shall grant rebate (Ibra') upon the settlement of the previous Sale and the obligations under previous Sale are deemed fulfilled.
e) Upon execution of this Facility by the Bank, the legal and/or beneficial title, ownership, rights, risk and interests of the Asset shall immediately be transferred to the Customer and the Bank shall immediately enable the Customer to take possession of the Asset. The parties agree that the Asset is sold on an "as is where is basis" free from all encumbrances,

charges, liens and/or restraints whatsoever and without any representation or warranty in respect of thereof.

**3. Purpose of Facility**

The ASB Financing Facility shall be used to finance the purchase of ASB/ASB2 units (100% Margin of Financing), with an option to finance the following up to an additional 5% of the value of ASB/ASB 2 units:

a) ASB Reducing Term Takaful; and/or
b) Will Writing Services.

**4. ASB Reducing Term Takaful ("ARTT")**

It is optional for Customer to take up the ARTT plan to cover this Facility and it can be financed by the Bank as part of this Facility to help Customer settle this Facility in the event of Death or Total Permanent Disability ("**TPD**").

a) The Bank may finance the takaful contribution payable for the ARTT Certificate subject to the following conditions:
   i. the ARTT must be taken from the takaful operator which is appointed by the Bank;
   ii. only the basic takaful contribution for the ARTT will be financed; and
   iii. you must assign absolutely all rights, title, interest and benefits to the Bank.
b) Where ARTT is not financed by the Bank, you may take up the ARTT from any takaful operator of your choice. The Bank shall be named as the sole beneficiary under the ARTT purchased by you. It is your sole responsibility to ensure that takaful contribution is paid to the takaful operator to affect the ARTT.
c) The Reducing Sum Covered stated in the Takaful Certificate issued by the Bank appointed takaful operator will be payable to offset the outstanding financing with the Bank at the time of Death/TPD. Any excess shall be payable to you, if you are still living, or your nominee(s), if otherwise.
d) If you default under any terms of the Facilities or are in arrears of the Instalments for at least two (2) months, the ARTT certificate may be terminated by the Bank and the Bank shall be entitled to claim the surrender value on demand of the said ARTT certificate.

**5. ASB/ASB 2 Units as Security**

The Principal Applicant hereby pledges to the Bank the financed ASB/ASB 2 units from ASNB as stated in this Application Form or such other number of ASB/ASB 2 Units that the Principal Applicant shall be entitled to purchase as determined by ASNB (as the case may be), as continuing security for the payment, on demand, of all and/or any of the Customer liabilities with the Bank whether currently or hereafter owing including profits and all other charges up to the date of payment. During the continuance of the Facility and so long thereafter until the whole Facility is satisfied in full, the ASB/ASB 2 units shall not be withdrawn or assigned or transferred nor shall a trust be created over the same nor any rights over the same be created in favour of or granted to any party. The Bank may require the Principal Applicant to perform act(s) or thing(s) or execute any forms or documents, notices, or endorsements for purposes of perfecting the pledge over the ASB/ASB 2 units and the Principal Applicant shall act/do as required within the period stipulated by the Bank. The Principal Applicant shall at all times not take or omit to take any action which act or omission could materially and adversely affect or could diminish the value of the ASB/ASB 2 units or which may result in any alteration or impairment of these T&Cs herein or any of the rights hereby created.

**6. The Bank's Selling Price**

a) The Bank's Selling Price shall be the sum equal to the aggregate of:-
   i. The Facility Amount; and
   ii. Profit Amount which is calculated at the Ceiling Profit Rate ("**CPR**").

Notwithstanding the above, the Profit Amount of the Bank's Selling Price payable by the Applicant shall be calculated based on the Effective Profit Rate ("**EPR**"). The difference between the Profit Amount calculated based on CPR and EPR shall be waived by the Bank by way of Rebate (Ibra') as stated herein.

b) The CPR and EPR shall be stated in the Disbursement Notice. In the event of any change in the Standardised Base Rate ("**SBR**") at any time during the Tenure, the EPR shall be varied accordingly provided that the EPR shall not exceed the CPR.
c) Notwithstanding other terms of this Facility, the effective profit rate charged by the Bank shall not be less than 0.00% p.a. at any time and the Bank reserves the right to apply the Islamic Cost of Finance ("**ICOF**") as a Reference Rate.

ICOF is defined as the cost to the Bank of providing or funding the Facility(ies) from whatever source it may select at its absolute discretion plus the cost of maintaining its statutory reserves, liquidity requirements, administrative and other related costs of the Bank as stipulated by the Bank from time to time.

The minimum EPR applicable to the Facilities shall not be less than 1.70% per annum calculated on daily rest or such other minimum rate as may be prescribed by the Bank from time to time.

**7. Fees and Expenses**

a) The Customer shall pay the Bank all costs, charges and expenses including legal fees, stamp duties (including similar duties and taxes and penalty thereof) incurred by the Bank in connection with the preparation of, enforcement of, or preservation of any rights of the Bank in connection with the Facility.
b) For that purpose, with prior consent, the Customer hereby authorises the Bank to debit the Customer's account(s) maintained with the bank.
c) Endorsement fee will be charged and payable by the Customer to ASNB.

**8. Disbursement Notice**

Upon the Bank's acceptance of the Principal Applicant's application for the Facility, the Bank will mail to the Principal Applicant a notice stating the Facility Amount granted, the Bank's Selling Price, the ASB units charged as security in support of the facility, the applicable CPR, EPR and Islamic Base Rate of the Facility, the instalment amount and the first payment date ("**Disbursement Notice**"). The Bank will issue Disbursement Notice via computer generated notice. The Principal Applicant is required to promptly notify the Bank within twenty-one (21) days of any error or omission, failing which the Principal Applicant shall be precluded from making any claim against the Bank. In the event the Principal Applicant notify the Bank in writing that the Principal Applicant does not wish to proceed with the Facility, the Principal Applicant will remain liable for the endorsement fee and stamp duty relating to the Facility.

**9. Agreement to Pay**

a) The Customer agrees, covenants and undertakes to pay punctually the Selling Price on deferred payment terms with the monthly instalment amount ("**Monthly Instalment Amount**") and at the profit rate as specified in the Disbursement Notice and all other monies owing or payable at such times as prescribed.
b) The first Monthly Instalment Amount shall commence on the date stated in the Disbursement Notice which shall fall on the fourth day of the following month after the date of full disbursement of the Facility and subsequent Monthly Instalment Amount to be paid at regular successive intervals of one (1) month each until the full amount of the Selling Price and all other indebtedness thereon shall have been fully paid. The Monthly Instalment Amount payable will be based on EPR at the time of the commencement of the first instalment. The instalment amount is subject to change based on any change in EPR resulting from changes in the SBR. Any changes in SBR shall be communicated to the

Customer in the manner stipulated under Notices and Legal Process as specified in Clause 23.

c) The Bank reserves the right to terminate the Facility and demand full payment of the remaining Selling Price and all other sums due and payable under the Facility upon the occurrence of an event of default as set out in Clause 18 of these T&Cs.

**10. Compensation Charges (Ta'widh)**

It is expressly agreed by both parties that the Bank shall be entitled to impose on the Customer compensation (ta'widh) charges on the amount of actual loss incurred by the Bank as a direct result of delay in payment or default by the Customer based on the following mechanisms:

a) During Facility Tenure
   i. for default of any payments during the tenure of the Facility, at the compensation rate of one per centum (1%) per annum or such other rates approved by Bank Negara Malaysia ("**BNM**") on the overdue scheduled payment, calculated from the date immediately following the date of such default until the date of receipt of payment in full;
   ii. for default causing the Facility to be terminated or brought to court for judgement prior to the expiry of the tenure of the Facility, at the compensation rate of one per centum (1%) per annum or such other rates approved by BNM on the outstanding balance (outstanding principal and accrued profit).

b) After expiry or maturity of Facility tenure for default of any payment exceeding the tenure of the Facility, at such rate which shall not be more than the BNM's prevailing daily overnight Islamic Interbank Money Market ("**IIMM**") rate or such other rates approved by BNM on the outstanding balance (outstanding principal and accrued profit) of the Facility subject to any rebate (Ibra') that may be applicable, calculated from the date immediately following the expiry of the tenure of the Facility until date of receipt of payment in full.

c) Post Judgment for default of payment of Facility where judgment amount has been awarded by the court, at such rate which shall not be more than the BNM's prevailing daily overnight IIMM rate or such other rates approved by BNM on the basic judgment sum of the Facility subject to any rebate (Ibra') that may be applicable, calculated from the date the judgment is made until the judgment sum is fully settled.

The compensation amount shall not be compounded and the reference rate for the actual loss shall be determined at the point of default, computed on a daily basis from the payment due date.

**Illustration: Overdue for 30 days**

| | |
|---|---|
| Monthly Instalment Amount | RM2,500 |
| Instalment Due Date | 1/12/2025 |
| Instalment Payment Date | 31/12/2025 |
| Ta'widh Rate | 1% |

$$\text{Ta'widh Amount} = \frac{\text{Overdue Instalment} \times \text{Ta'widh Rate} \times \text{No of Days Overdue}}{365 \text{ days}}$$

$$= \frac{2{,}500 \times 1\% \times 30}{365} = \text{RM}2.05$$

**11. Government Taxes and/or statutory/regulatory imposed charges, fees and etc.**

a) "Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called and any interest, fines or penalties in respect thereof.
**"Appropriate Authority"** means any government or taxing authority

b) Any service fee and all other monies to be paid by Customer to the Bank under the Facility including any amount representing reimbursements to be paid by Customer to the Bank, is exclusive of any Tax and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

c) In the event the Customer is required by law to make any deduction or withholding from the service fee and/or all other monies payable to the Bank under the Facility in respect of any Tax or otherwise, the sum payable by Customer in respect of which the deduction or withholding is required shall be increased so that the net service fee and/or the net amount of monies received by the Bank is equal to that which the Bank would otherwise have received.

d) Customer shall in addition to the service fee and all other monies payable, pay to the Bank all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Bank to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Customer directly to any Appropriate Authority, which the Customer shall remit directly to the Appropriate Authority.

e) If at any time an adjustment is made or required to be made between the Bank and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with the Facility by the Bank, a corresponding adjustment be made as between the Bank and Customer and in such event, any payment necessary to give effect to the adjustment shall be made.

f) All Tax as shall be payable by Customer to the Bank as herein provided shall be paid at such times and in such manner as shall be requested by the Bank.

g) Customer hereby agrees to perform act/thing or to execute related form/document/ notice/endorsement as reasonably requested by the Bank to assist the Bank in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in the Facility, Customers agrees to provide its fullest cooperation to the Bank in assisting the Bank in complying with its obligations under the relevant laws.

h) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in the Facility has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

**12. Daily Rest Profit Calculation**

Profit chargeable at Prescribed Rate, shall be calculated on the daily outstanding balance from the date of release on a 365-day basis. Profit shall be debited into your account at the end of each month and shall be due and payable on the first day of the following month. No part of any Instalments to be paid by you under the financing or any payments which you may make to the Bank shall be deemed to be a payment of principal until all profit due or deemed to be due has been paid.

**13. Advance Payment**

When receiving any payment towards the Facility, the Bank shall apply such amount paid towards any arrears, Monthly Instalment Amount payable and other outstanding charges payable

(collectively called "**Outstanding Payments**"). The surplus, if any, shall be treated as an advance payment ("**Advance Payment**") unless instructed otherwise by the Customer, as redemption of the Facility or prepayment pursuant to Clause 14 below.

**14. Prepayment**

Any payment by the Customer shall only be treated as prepayment of the Selling Price provided:

a) The payment received by the Bank must at least be an amount of three (3) Monthly Instalment Amount;
b) The Bank has received written notice ("**Prepayment Notice**") from the Customer for the payment of such Monthly Instalment Amount to be treated as Prepayment. Any Prepayment Notice once given pursuant to this clause shall be irrevocable and the Customer shall pay the amount as determined by the Bank in accordance to the principle of Shariah on the date specified in such Prepayment Notice. Any Prepayment made shall not affect the amount of the monthly instalments payable;
c) Prepayment will only be permitted when the Facility has been disbursed in full; and
d) Such prepayment shall result in reduction in principal outstanding and profit being calculated on the reduced principal.

**15. Early Settlement**

The Customer may at any time effect early settlement of the Financing in full by giving one (1) month prior written notice to the Bank.

**16. Rebate**

a) The Bank shall grant rebate to the Customer on the Bank's Selling Price under the principle of ibra' as prescribed by the Shariah Advisory Council of BNM.
b) Rebate shall be granted to the Customer who settles their Facility before the end of the tenure of the Facility. Settlement prior to the end of the tenure of the Facility by the Customer shall include, but is not limited to the following situations:
    i. Customer who make an early settlement or early redemption, including those arising from prepayments;
    ii. Settlement of this Facility due to financing restructuring exercise;
    iii. Settlement by Customer in the case of default; and
    iv. Settlement by Customer in the event of termination or cancellation of this Facility before the maturity date.
c) Rebate shall also be granted in the following situations:
    i. For variable rate financing, rebate shall be granted on the difference between the amount of profit calculated based on the CPR and the amount of profit calculated based on the EPR. Rebate shall be granted if the profit amount based on EPR is lower than the profit amount based on CPR.
d) Rebate shall be calculated as follows:
    Rebate = Remaining unearned profit
e) The rebate shall only be deemed granted upon receipt of the settlement/redemption sum as determined by the Bank.

**17. Variation of Instalments**

Notwithstanding the provisions relating to payment of Instalments as above, the Bank reserves the right to vary the number and/or amount of the instalments at any time with notice to the Customer in writing. Any variation by the Bank will be notified to the Customer in writing. Nevertheless, this variation will not affect the Bank's Selling Price.

**18. Events of Default**

The Bank reserves the right to terminate the Facility and demand for the immediate payment of the Selling Price and all other monies for the time being owing or remaining unpaid by the Customer

hereunder which shall become due and immediately payable by the Customer to the Bank and the Bank shall be entitled to recover the same at the applicable compensation rate specified in Clause 10 herein together with any costs and fees due without any previous notice to or concurrence on the part of the Customer upon the happening of any of the following Events of Default:

a) if the Customer fails to make payment of any monies due and payable to the Bank or defaults or fails to perform or in breach of any of its undertakings, agreements or any of the T&Cs hereunder;
b) if the Customer fails to make payment of the Monthly Instalment Amount for two (2) consecutive months;
c) if the Customer commits an act of bankruptcy or enters into any composition or arrangement with or for the benefit of its creditors;
d) if any distress or execution is levied or enforced upon any of the Customer's property
e) if the Customer serves any custodial sentence, becomes insane, incapacitated or dies;
f) if there shall be any material change in the financial condition of the Customer which in the Bank's reasonable opinion is likely to prejudice the Customer's ability to fulfil its obligation under the Facility thereon or prejudice the Bank's position in any way;
g) any of the representations or statements being or materially incorrect or not complied with;
h) if a change in applicable law or regulation makes it impossible or unlawful for the Bank to continue it making available the Facility to the Customer; or
i) if the Bank decides in its sole discretion that the continuation of the Facility or any part of it would be likely to be detrimental to its own position or otherwise undesirable or in jeopardy or that any event or events has/have occurred or a situation exists which could or might prejudice the Customer to perform any of the terms of this Facility.

In the event of occurrence of an Event of Default and if the Customer fails, neglects and/or omits to respond to notices and/or communications issued by the Bank in relation to the Customer's default under the Facility in accordance with these T&Cs, the Customer hereby agrees and consents to the Bank, its employees, its representatives and/or its agent to liquidate ASB/ASB 2 Units pledged as security for the payment of any amount outstanding under the Facility and proceed to terminate the ARTT if financed under the facility and secure the surrender value of the said Takaful Certificate from the Takaful Operator.

In the event that proceeds obtained from the above liquidation is insufficient to pay off the total outstanding amount as stated above, Customer shall be liable for any shortfall and all other charges incurred, until the total outstanding amount is fully paid off. Nonetheless, the Bank can proceed with legal action to recover the total amount which remains outstanding and payable by the Customer to the Bank, in the event the proceeds obtained from the liquidation is insufficient to settle the total outstanding amount.

**19. Disposal of ASB/ASB 2 Units Pledged to the Bank**

The Bank reserves the right to immediately dispose of, liquidate or sell the ASB/ASB 2 units pledged to the Bank, (without any further notice to the Customer) as it deems fit through its appointed agent or any companies within the Hong Leong Financial Group, the Bank's holding company and Hong Leong Bank Berhad's holding company, in the event the Customer is in default in the Customer's Facility or upon the occurrence of any event of default as stated herein or the Customer's breach of any obligations to the Bank whether under the Facility or any other facilities and/or agreement(s) with the Bank. Proceeds of the sale will be credited towards adjustment and/or settlement of the Customer's liability with the Bank. Any shortfall in the account is to be settled by the Customer. In addition to and not in derogation of any provisions herein, the power of the Bank shall include the power:

a) take possession of, collect and get in the ASB/ASB 2 units or any part thereof;
b) to sell, exchange, convert into money or dispose of or realise or concur in the selling, exchanging, converting into money or disposing of or realising or concur in selling,

exchanging, converting into money or disposing of or realising the ASB/ASB 2 units or any part thereof as the Bank deems fit either by public offer or private treaty and for such consideration or value and on such terms as the Bank may so decide at its discretion;

c) to exercise or cause or permit the exercise of all the powers or rights incidental to the ownership of the ASB/ASB 2 units or any such part thereof;
d) to settle, adjust, compromise and arrange any claims/settlement, accounts, disputes, questions and demands relating in any way to the ASB/ASB 2 units or any part thereof;
e) to bring, prosecute, enforce, defend and/or abandon any actions, suits or proceedings on any matters or against any parties related hereto as the Bank seems fit and necessary; and
f) to do all acts and /or things as may be necessary or desirable or expedient for the realisation of the ASB/ASB 2 units and the full settlement of all the liabilities due to the Bank.

The Customer shall indemnify the Bank against all actions, losses, claims, proceedings, costs, demands and liabilities which the Bank may suffer (if any) in the execution or purported execution of any rights, powers, remedies, authorities or discretion vested in the Bank. The Bank (including its delegate and sub-delegate) shall not be liable under any circumstances or for any reasons to the Customer(s) or to any parties for any loss or damage or diminution in price/value as a result of the Bank realising the whole or part of the ASB/ASB 2 units in relation to the ASB/ASB 2 units or from any exercise or non-exercise by the Bank of any power, authority or discretion vested upon the Bank.

**20. Cancellation**

The Bank is entitled to review, cancel, withdraw, suspend or terminate the Facility approved or disbursed by providing notice to the Customer where the circumstances affecting the Customer which in the reasonable opinion of the Bank has an adverse impact on the Customer or the Bank.

**21. Review**

The Bank reserves the right to review the Facility at any time and from time to time irrespective of whether or not an event of default has occurred. Upon such review, subject to compliance with Shariah principles, the Bank shall be entitled to vary the T&Cs of the Facility or to withdraw, cancel, suspend or terminate the Facility or any part thereof by providing seven (7) days' notice to the Customer. In such event, the Customer(s) is/are liable to pay to the Bank the indebtedness then due and outstanding under the Facility. The Customer agrees the Bank has no further obligation either at law or in equity to make or continue to make available the Facility to the Customer. Notwithstanding anything contained in these T&Cs, the Facility, any compensation charges, cost and fees due shall be payable by the Customer on demand by the Bank.

**22. Assignment**

The Bank shall be entitled to assign and/or transfer the whole or any part of the Bank's rights or obligations under these T&Cs at any time with prior notice to the Customer.

**23. Notices and Legal Process**

All notices and communications to be given by the Bank herein including any demand for payment of the monies due, outstanding and remaining unpaid by the Customer shall be in writing and may be affected through any of the following means or such other means as the Bank shall deem appropriate:

a) Personal delivery or ordinary post at the usual or last known place of residence or business of the Customer or at the address of the Customer as stated in the Application Form. Notices or communications shall be deemed delivered to the Customer (where delivered personally) at the time of personal delivery or on leaving it at such address, or (where sent by post) forty-eight (48) hours after posting if the address is in the jurisdiction in which the

Account(s) is/are maintained and seven (7) Business Days after posting if the address is elsewhere notwithstanding it is subsequently returned;

b) Where sent by facsimile transmission, on the date of dispatch subject to confirmation that the full document is transmitted successfully;
c) By general notice issued by way of advertisement, posted at the Bank's branch premises or at the Bank's website and the notice shall be deemed effective from the date of such notice is made available or the date specified in the notice;
d) By last known e-mail address of the Customer registered in the records of the Bank. Any notice sent via e-mail shall be deemed received by the Customers twenty-four (24) hours after sending; or
e) By short messaging system ("**SMS**") to the mobile phone number of the Customer registered in the records of the Bank.

It is the Customer's responsibility to ensure the Bank is kept informed of the Customer's most up to date address and other contact details. Service of any court process shall be affected by leaving or sending the same to the usual or last known place of residence or business or at the address of the Customer as stated in the Application Form, or may be affected by any other manner permitted by law.

**24. Connected Party**

To enable the Bank to comply with the Islamic Financial Services Act 2013 ("**IFSA**") and the BNM Guidelines on Credit Transactions & Exposures with Connected Parties for Islamic Banks ("**Guidelines**"), the Customer shall declare to the Bank whether the Customer is a Connected Party under the Guidelines, which includes but is not limited to, a spouse, child, parent or financial dependant of the Bank's Director, Executive Officer or credit-approving/appraising/reviewing officer or in the case of a corporate/business customer, includes an entity controlled by such abovementioned Bank's persons.

If at any time the Customer becomes a Connected Party, the Customer must notify the Bank in writing immediately. The Bank reserves the right to terminate the Facility in the event the Customer fails to make the appropriate or correct declaration, resulting in the Bank contravening the IFSA or the said Guidelines.

**25. Right to Disclose Information**

In addition to the permitted disclosures provided under Schedule 11 of the IFSA, the Customer irrevocably authorises and permits the Bank, its officers and employees to disclose and furnish all information concerning the Facility, these T&Cs, present and future accounts of the Customer and any other matters relating to the Customer or its business and operations to:

a) other financial institutions granting or intending to grant any financing or credit facilities to the Customer, the Credit Bureau or any other central credit bureau established by BNM, Cagamas Berhad, BNM Credit Bureau, Credit Guarantee Corporation, any other relevant authority as may be authorised by law to obtain such information or such authorities/agencies established by BNM or any agency established by the Association of Islamic Banking Institutions of Malaysia or Association of Banks in Malaysia;
b) any current or future corporation which may be associated with or related to the Bank and Hong Leong Bank Berhad ("**HLB**"), including representative and branch offices and their respective representatives as well as subsidiaries of the Bank's holding company and/or HLB's holding company;
c) the Security Parties or any party intending to provide security in respect of the Facility;
d) the Bank's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
e) the Bank's professional advisers, service providers, nominees, agents, contractors or third-party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies.

The Customer hereby irrevocably consents to such disclosure and confirms that the Bank, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with these T&Cs.

**26. Representation and warranty on Processing of Personal Information**

The Customer hereby represents and warrants that the Customer has obtained the consent of all persons named in the Application Form or such other document submitted to the Bank in support of such application and/or their authorised representatives, including but not limited to the Customer's directors, shareholders, authorised signatories or such other persons as specified by the Bank ("**Relevant Data Subjects**"), for the Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Notice as may be amended from time to time.

**27. Consent to Process Personal Information**

The Customer hereby agrees and consents to the holding, collection and use of all personal data provided to the Bank by the Customer and/or acquired by the Bank from the public domain, as well as personal data that arises as a result of the provision of services to the Customer in connection with the Facility in accordance with the Privacy Notice of the Bank as may be amended from time to time. **"Privacy Notice"** shall mean the Bank's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank's website respectively or in such manner as the Bank deems appropriate from time to time.

**28. Waiver and Indulgence**

The T&Cs herein may be waived by the Bank in whole or in part with or without conditions with prior notice to the Customer without prejudicing the rights of the Bank. Any failure by the Bank to enforce any of the provisions hereunder or any forbearance delay or indulgence granted by the Bank to the Customer shall not mean that the Bank has waived any of the Bank's rights hereunder.

**29. No Set-Off or Counterclaim by The Customer**

The Customer shall not be entitled to deduct or set-off or counterclaim any amount which is owed or said to be owed by the Bank to the Customer from any amount due from the Customer under the Facility. The Customer agrees that nothing in the arrangements between the Bank and the Customer and/or any other party shall prejudice or be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right to which the Bank is at any time otherwise entitled (whether by operation of law, contract or otherwise).

**30. Set-Off/Consolidation of Account**

Without prejudice to any other remedies which the Bank may at any time or from time to time at its discretion with notice to the Customer combine, consolidate or merge all or any of the Customer's account or accounts of whatsoever nature (whether deposit or financing account), at any branch of the Bank with any liabilities of the Customers (whether such liability be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) and it shall be at the liberty of the Bank to place a temporary hold on any or all the accounts of the Customer during this notice period.

Furthermore, the Bank may with prior notice to the Customer, sell any securities or personal property of the Customer held by the Bank on deposit or otherwise at public auction or private sales without any judicial proceedings whatsoever and retain from the proceeds derived there from the total amount remained unpaid including but not limited to compensation, charges, costs and fees.

**31. Standing Instructions**

The Customer hereby authorises the Bank by way of standing instructions to debit assigned Customer's account which is opened and maintained with the Bank for the purpose of payment of the Monthly Instalments Amount.

**32. Appointment of Agent**

In amplification and not in derogation of its rights under this Agreement, the Bank shall have the right to appoint an agent of its choice to collect all and any sums due to the Bank from the Customer under this Agreement.

**33. Telephone Monitoring and Recording**

The Bank may monitor and record and Customer hereby give consent of such recording, of all telephone conversations made with the Customer for the purposes of which may include sales, training, reference and others. The Customer agrees that:

a) all telephone recordings shall be the property of the Bank;
b) the Bank shall be entitled to use such recordings as evidence in any disputes.

**34. Representations and Warranties**

The Customer hereby represents and warrants to the Bank that:

a) the Customer has the capacity to execute, deliver and perform the T&Cs herein;
b) these T&Cs constitute legal, valid and binding obligations enforceable against the Customer;
c) all acts, conditions, things, permissions, consents, authorisations, approvals, licences and exemptions which are required to be done, executed, delivered, fulfilled, performed or obtained to enable the Customer to lawfully enter into and exercise and perform the Customer's rights and obligations hereunder and under any related documents executed by the Customer, have been done, executed, delivered, fulfilled, performed or obtained and are in full force and effect;
d) The Customer's acceptance and performance of the Customer's obligations under these T&Cs will not contravene any law, regulation, order or decree of any governmental authority, body, agency, and court to which the Customer is subject;
e) The information furnished by the Customer to the Bank in connection with these T&Cs and the Facility is accurate, correct, true and complete and there has been no omission whatsoever which would render the said information inaccurate, incorrect, erroneous, misstated, untrue, incomplete or misleading in any respect. The Customer shall promptly notify the Bank in writing if the said information shall cease to be so and/or of any change thereto;
f) The residency status furnished by the Customer to the Bank are true and correct and Customer shall immediately notify the Bank of any subsequent changes to the Customer's residency status. The Bank reserves the right to terminate the Facility granted to Customer with prior notice, if the residency status changes to non-resident and Customer failed to obtain BNM's approval. Customer shall bear all losses and charges incurred arising from such changes.
g) The Customer is not in default under any agreement to which the Customer is a party or by which the Customer may be bound; and the Customer is not an undischarged bankrupt and no bankruptcy proceedings, legal action, litigation, arbitration, administrative, civil or criminal proceedings are presently current, pending or threatened against the Customer which will affect the ability of the Customer to meet the Customer's obligations under these T&Cs;
h) The Customer has read and understood the following documents and discuss further with sales representative if there are any terms that the Customer does not understand before signing a contract
    i) These T&Cs
    ii) Product Disclosure Sheet for ASB Financing-i;

iii) Product Disclosure Sheet for ASB Reducing Term Takaful (ARTT), if applicable;
iv) Unit Trust Financing Risk Disclosure Statement by ASNB; and
v) Surat Akuan dan Pengesahan by ASNB.

**35. Suspense Account**

For the purposes of enabling the Bank to preserve and keep intact the liability of the Customer once an Adjudication Order and Receiving Order have been made against the Customer and/or such orders have been gazetted to show that the Customer is a bankrupt person or for such other reason as the Bank deems fit, the Bank may at any time and place keep for such period of time as the Bank may deem prudent, any monies received, recovered or realised hereunder or under any other security or guarantee to the credit of a separate non-income bearing account in the name of the Customers as the Bank shall deem fit without an immediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

**36. Successors Bound**

This agreement shall be binding upon and ensure to the benefit of the Bank and the Customer and their respective estate(s), heirs(s), personal representative(s), successor(s) in title, assign(s) and any other person(s) for the time being deriving title under them as the case may be, except that the Customer may not assign its rights or obligations pursuant to these T&Cs.

**37. Indemnity**

The Customer agrees to indemnify and keep harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may incur or sustain in connection with or arising out of the Customer's breach of any of the T&Cs of the Facility. Notwithstanding any other provisions herein, in the event the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control including but not limited to fire, flood, riots, act of God, any failure or disruption to telecommunications, electricity, water, fuel supply or any factor in a nature of a force majeure, the Bank shall not in any way be liable for any inconvenience, loss, injury, and damages suffered or incurred by the Customer arising from the same.

**38. Severability**

Any terms, conditions, stipulation, provision, covenant or undertaking in this Facility or any part which is illegal, void, prohibited or unenforceable in any jurisdiction shall as such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provision(s) or part(s) of this Facility and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

**39. Cross Default**

The Bank reserves the right to proceed with legal proceedings against the Customer or to terminate the Facility and demand for all monies payable to the Bank under this Facility or withhold the Facility if there is a default in the payment of any monies due by the Customer hereunder or under any other account with the Bank or with any other financial institution or if there is a default in the payment of any monies under the accounts of any other party of which the Customer is a guarantor.

**40. Statement by Bank**

a) The Customer agrees that a statement of account signed by the manager or duly authorised officer/agent of the Bank, in the absence of any obvious error on the face of the statement or fraud by the Bank, shall be binding and conclusive proof of the indebtedness evidence of the amount due under the Facility in a court of Law.

b) Any disputes/discrepancies in the statement of account shall be raised by the Customer to the Bank within fourteen (14) days from the date of the statement, failing which, the statement would be deemed correct.

**41. Instructions via Telephone or Facsimile Transmission or Electronic or Digital Transmission**

The Bank is hereby requested and authorised by the Customer, but is not obligated, to rely upon and act in accordance with any instructions, confirmation and/or other communication by the Customer ("**Instructions**") whether oral or written, and whether by telephone, facsimile transmission or electronic or digital means which may be from time to time be, or purport to be given by or on behalf of the Customer as to the authority or identity of the person giving or purporting to give the Instructions. Without prejudice to the generality of the foregoing, the Bank shall be entitled to rely and act on any Instructions based on signatures which appear to the Bank, by reference to the names and the signatures of such person filed with the Bank to be the signature of the Customer or any of the persons authorised by the Customer to issue any Instructions whatsoever on behalf of Customer. The Bank is entitled to treat all such Instructions as binding upon the Customer and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such Instructions. The Customer agrees to bear all the risks involved in giving the Instructions via telephone or facsimile transmission or other electronic or digital means and the Customer will not challenge the validity, authenticity or accuracy of the Instructions. The Bank shall not be held liable or responsible for any loss, damages or costs (including legal costs) which may be incurred or sustained by the Customer directly or indirectly arising from the giving of the Instructions, any non-transmission of the Instructions and/or errors in transmission of the Instructions hereunder.

**42. Illegality**

If the Bank determines that the introduction or variation of any law, regulation or official derivative (whether or not having the force of law) or any change in the interpretation or application thereof make it unlawful for the Bank to maintain, fund or give effect to its obligations hereunder, the Bank shall forthwith give notice of such determination to the Customer whereupon the Facility to such extent shall be cancelled and the Customer will forthwith upon notice from the Bank pay all monies agreed to be paid by the Customer hereunder including any cost and fees due. The determination shall take effect from the date specified in the Bank's notice and the decision of the Bank as to the date from which such determination shall take effect shall be final and conclusive.

**43. Continuing Security**

The liabilities and/or obligations of the Customer under this Facility shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of bankruptcy, death, insanity, incapacitation or otherwise howsoever of the Customer and/or any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank.

**44. Amendment**

These T&Cs and the availability, limits, profit rates, fees and charges of the Facility are subject to guidelines from and/or policy documents issued by BNM and/or any other relevant authority. Subject to the provision of Shariah, the Bank reserves the right to vary, add to, delete or amend the T&Cs herein with prior notice to the Customer.

**45. Single Agreement**

These T&Cs, the relevant Application Form cum Letter of Offer, the Disbursement Notice and all other agreements and documents issued by the Bank in connection with the Facility as well as any Instructions from the Customer shall form and be construed as a single agreement between the Bank and the Customer.

**46. Governing Law**

The T&Cs contained herein shall be governed by and construed in accordance with the laws of Malaysia. The Customer hereby agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia. In the event of a dispute or difference of opinion whatsoever in respect of, relating to, or in connection with Shariah, the parties shall refer the matter to the Shariah Advisory Council of BNM and such ruling shall be binding and conclusive.

**47. Time**

Time wherever mentioned shall be of the essence of these T&Cs.