TERMS AND CONDITIONS OF HIRE PURCHASE-i AGREEMENT (VERSI BAHASA MALAYSIA)

The Hong Leong Auto Financing-i facility is granted to the Hirer described in Part I of the Hire Purchase-i Agreement by HONG LEONG ISLAMIC BANK BERHAD (Registration No. 200501009144 (686191-W)), a company incorporated in Malaysia with its registered address at Level 30, Menara Hong Leong, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur (hereinafter called "the Owner" which expression shall where the context so admits include its successors and assigns) in respect of the goods hereunder ("Goods") and upon the terms and conditions of the Hire Purchase-i Agreement as follows ("Agreement"). The hiring of the Goods shall commence on the date of disbursement of the hire purchase-i facility and as stated in the Appendix to the Hire Purchase-i Agreement.

1. HIRER'S REPRESENTATIONS AND WARRANTIES

The Hirer hereby represents and warrants to the Owner as follows:

(a) that the Hirer has no present proprietary or contractual right over the Goods;
(b) that the duly completed Form in the Second Schedule (Part I and Part II, whenever applicable) to Hire Purchase Act 1967 or its modification or re-enactment thereof (if applicable) (hereinafter referred to as "the Act") was duly served to the Hirer before the Hirer made any payment of booking fee and before signing the Agreement;
(c) that the Hirer has handed to the Dealer cash and/or goods hereunder and the amount of such cash and/or the amount applied by the Dealer in respect of the goods sold to the Dealer by the Hirer towards the deposit stated in the Appendix;
(d) that the deposit was so paid or provided by the Hirer in a form and manner constituting it a valid deposit at law;
(e) that the Hirer has not made known to the Owner nor to the Dealer nor to any servant or agent of the Dealer any particular purpose for which the Hirer may require the Goods and the Hirer has thoroughly examined the Goods and depended on the Hirer's own judgment as to their suitability, fitness and condition;
(f) that the Owner will not be held responsible for any delay in the delivery of the said Goods.

2. HIRER'S OBLIGATIONS

The following sets out the Hirer's obligations under this Agreement:

(a) not to make payment to the Dealer, agent or persons acting on the Owner's behalf other than payment listed in the Second Schedule;
(b) not to make any payment or instalments to any Dealer without the Owner's prior written approval;
(c) to pay the deposit (which includes deposit in any forms other than cash) stated in item (ii) Part III of the Appendix;
(d) to pay punctually and without previous demand the monthly instalments specified in Part IV of the Appendix (hereinafter called instalments) or such revised monthly instalments and all other payments hereunder which is permitted by the Act or the current prevailing legislation notwithstanding any defects, breakdown, loss of or damage to the Goods or where the Hirer shall not have the possession, control or use of the Goods (save where directly caused by any willful default or gross negligence of the Owner;
(e) that any sums payable under this Agreement to the Owner sent by post shall be at the Hirer's risk, and shall be free of exchange charges. Payment by cheque of any sums payable under this Agreement shall only be credited to the Hirer's account after clearance of such cheques;
(f) to allow the Owner to appropriate at its discretion any monies paid by the Hirer in satisfaction or part satisfaction of any payment, debt or liability arising under this Agreement and/or any agreement supplemental to this Agreement unless prohibited by the Act;
(g) to keep the Goods in good order repair and condition and the Hirer shall reimburse and pay the Owner on the Owner's written demand, all losses, damages, claims and expenses arising out of any damage to the Goods and/or any repair or replacement thereof. All repairs and replacements, to the Goods arising from any cause whatsoever shall be carried out by a person approved in writing by the Owner and at the Hirer's expense Provided Always that the Hirer shall be prohibited from creating any lien or pledging your credit for the repair of the Goods or for any other purpose;
(h) not to part with the possession nor to lend, sell, let, charge or in any way deal with or dispose of or attempt to dispose of the Goods;
(i) to notify the Owner in writing immediately of any change in the Hirer's address and not to remove the Goods from such address without the Owner's prior written consent;
(j) to comply with and conform to all laws, by-laws, statutes, rules and regulations and instructions of the relevant authorities in connection with the Goods or the use thereof and to reimburse and pay the Owner on the Owner's written demand, all claims and costs incurred by the Owner arising out of the use, operation or keeping of the Goods or in any manner relating thereto;

(k) to inform the Owner in writing immediately if the Goods is the subject matter of any litigation, legal proceedings, seizure, forfeiture, legal execution, distraint or lien by any person and to bear all costs and expenses (including legal costs on a solicitor and client basis) to have the Goods released therefrom;
(l) on the Owner's request, to produce the Goods for inspection and test by the Owner, its agent or servant and to give them reasonable and proper facilities to enable them to do so;
(m) not to make any additions or alterations to the Goods nor affix or install any accessories equipment or devices thereon or thereto without the Owner's written consent and if the same shall be affixed to or installed upon or in the Goods whether with or without the Owner's consent, they shall be deemed to be part of the Goods and be subject to all the terms and conditions of this Agreement. The Hirer shall maintain on the Goods any insignia identification or maker's marks or plates including the chassis and the engine number and shall not remove, alter, erase or deface or otherwise interfere with the same;
(n) for and on the Owner's behalf, to examine the order and condition of the Goods in every aspect and obtain delivery of the Goods;
(o) to notify the Owner immediately in the event the Goods is lost, damaged or forfeited ("Events") and reimburse and pay the Owner on the Owner's written demand~~,~~ all losses, costs and charges incurred by the Owner due to the aforementioned Events whereby the Owner's losses shall for the purpose of ascertaining this sum be as if the Hirer had elected to exercise the Hirer's right of early completion under Section 14 of the Act at the date of such loss or damage including any costs and expenses incurred by the Owner;
(p) that if the Goods is a motor vehicle, the Hirer shall NOT change the registration number of the vehicle without the Owner's prior consent in writing, nor allow any person to drive the vehicle or use or permit the use of the vehicle except pursuant to the takaful certificate/insurance policy for the time being in force nor drive the vehicle out of or allow the vehicle to leave:- (i) the territory of West Malaysia, if the Hirer's address is within West Malaysia; and (ii) the territory of East Malaysia, if the Hirer's address is within East Malaysia, nor cause or allow the Owner's endorsement of ownership on the registration card for the vehicle to be cancelled;
(q) to not use the Goods or permit or suffer the same to be used contrary to any written law or any rule, regulation or order made thereunder or for any unlawful purpose and if the Goods should be a motor vehicle, the Hirer shall not during the continuance of this Agreement use the Goods or cause or permit any other person to use the same unless there is in force in relation to the user of the Goods by the Hirer or that other person as the case may be a policy of insurance/takaful certificate in respect of third party risks complying with the requirements of any law for the time being in force in respect thereof;
(r) that if the Goods is consumer goods, to punctually pay all rents and other outgoings payable in respect of the place where the Goods is kept in order to keep the Goods free from distress or other forms of execution proceedings levied which may affect the Owner's rights of ownership on the Goods;
(s) to punctually pay all licenses, fees, taxes, registration fees and all other charges payable in respect of the Goods and its use, failing which the Owner may, but is under no legal obligation, to make such payment. If such payments are made by the Owner, the Hirer shall reimburse the same to the Owner on demand.

3. STATEMENT OF ACCOUNT

(a) A statement issued by the Owner and signed by any of the Owner's officers as to what, at any time, is to the amount of instalments, the number of instalments, total amount of mark-up, rate of profit chargeable and compensation charges ("Indebtedness") shall, save for obvious errors, be final and conclusive;
(b) If the Hirer fails to notify the Owner of any disputes/discrepancies in the statement within twenty-one (21) days from the date of the statement, then the Hirer will be deemed to have conclusively accepted the contents of the statement as correct;
(c) It is hereby agreed that any admission or acknowledgement in writing by the Owner or by any person authorised on the Owner's behalf or a certificate or statement in writing showing Indebtedness of the Hirer under this Agreement duly certified or signed by any of the Owner's officer shall (save for obvious errors) be binding and be of conclusive evidence against the Hirer and Guarantor including as being conclusive evidence of the Indebtedness in a Court of law.

4. COMPENSATION CHARGES (*TA'WIDH*)

Notwithstanding any other provisions hereof, the Hirer agrees, covenants and undertakes, that in the event the Instalments or any other monies payable hereunder shall for any reason whatsoever remain unpaid to the Owner on the stipulated date thereof, the Hirer shall pay to the Owner compensation charges as calculated in the manner approved by the Shariah Advisory Council of Bank Negara Malaysia ("BNM"):
(a) During the tenure of this Agreement: the rate of one per centum (1%) per annum or such other rates approved by BNM on the overdue Instalments;
(b) Upon termination of this Agreement: the rate of one per centum (1%) per annum or such other rates approved by BNM on the outstanding balance (outstanding amount financed and mark-up);

(c) After the expiry of this Agreement: the BNM's prevailing daily overnight Islamic Interbank Money Market ("IIMM") rate or such other rates approved by BNM on the outstanding balance (outstanding amount financed and mark-up);

(d) Post Judgment - the BNM's prevailing daily overnight IIMM rate or such other rates approved by BNM on the Judgment sum.

Illustration: Overdue for one month

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

Ta'widh Amount = $\frac{\text{Overdue Instalment x } \textit{Ta'widh} \text{ rate x No of days overdue}}{\text{365 days}}$

$= \frac{2{,}500 \times 1\% \times 31}{365} = \text{RM2.13}$

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

5. TAKAFUL

(a) If the Goods is a motor vehicle, the Hirer further agrees at the Hirer's expense to cause the Goods to be protected/insured with a reputable takaful operator/insurer under a comprehensive takaful /insurance protection bearing an endorsement recording the Owner's interest in the Goods as an Owner stating that any payment due to the Hirer shall be paid directly to the Owner so long as any sums payable under this Agreement shall remain outstanding. No payment will be made to the Hirer under that certificate/policy until that interest has been fully discharged.

This protection must cover risks including fire, accident, theft, riot and any other risks specified by the Owner (including events beyond reasonable control described in Clause 8 (a). This requirement applies for the second and subsequent years, and for as long as any sums remain outstanding under this Agreement.

Should the Hirer fail or neglect to effect the takaful/insurance as required with notification to the Hirer, the Owner shall have the liberty but not bound to do the same wherein the Hirer shall be liable to pay the Owner on demand any sum expended by the Owner in doing the same.

(b) The Hirer shall not change the takaful operator/insurer without the Owner's prior written consent and shall punctually pay all takaful contributions/insurance premiums payable and will not do anything which may prejudice at any time any takaful/insurance protection on the Goods.

(c) The Hirer hereby irrevocably appoints the Owner as the Hirer's agent to recover and/or compromise in the Hirer's or the Owner's name any claims for loss (including total loss) or damage under all takaful/insurance protection in respect of the Goods and to receive all monies payable thereunder and to give the takaful operator/insurer a good receipt and discharge for the same. Such takaful/insurance monies shall be credited to the Hirer's account with the Owner in or towards satisfaction of the amount due to the Owner under this Agreement and the Hirer shall be liable to pay any sum that shall remain due under this Agreement.

(d) In the first year, the vehicle may be covered under comprehensive insurance if:
- There is no takaful protection offered or available in the market for the vehicle;
- Your application for takaful protection for the vehicle is rejected by all takaful operators; or
- The insurance premium is significantly more competitive than the takaful contribution of equivalent protection.

From the second year onwards, you are encouraged to subscribe to a comprehensive takaful protection for the vehicle.

6. *AL-IJARAH THUMMA AL-BAI' (AITAB)* ARRANGEMENTS

(a) The Hirer understands and agrees that in the event that the protection for damage in respect of the Goods caused by events beyond the Owner's control is beyond the available takaful/insurance protection offered in the market, the Owner shall be responsible for the damage provided that the Hirer shall provide the Owner proof against the Hirer's negligence in such event where the damage is caused by events beyond the Owner's control.

In the absence of proof that there was no negligence on the Hirer's part (such as police report, announcement by relevant authority, newspaper report or witness testimony), the Owner shall not be responsible or liable for the damage.

For the purpose of this Clause, events beyond the Owner's control shall mean any reason beyond the Hirer's or the Owner's reasonable control including but not limited to an event that prevents either party from performing their obligations in relation to this Agreement, earthquakes, cyclones, floods, lightning, hurricanes, any other natural calamities, war (declared or undeclared), invasions, act of a foreign enemy, hostilities between nations, act of terrorism, strikes, civil insurrection or military usurped power, nuclear contamination, embargo, confiscation by government or any factor in nature of events beyond the Owner's control.

(b) The Hirer hereby declares that as from the date of this Agreement and upon the delivery of the Goods, the Hirer shall hold the Goods as a bare trustee/bailee for and on the Owner's behalf in relation to the Goods owned by the Owner under this Agreement representing the Owner's beneficial ownership in the Goods for the purpose of facilitating the financing procedure of *Al-Ijarah Thumma Al-Bai'* ("*AITAB*"). The Hirer may elect to become the owner of the Goods by paying the outstanding amount financed and mark-up (the mark-up or profit represents the rental portion of the asset), and calculated up to the next due date of payment including administration charges and all other sums payable by the Hirer under this Agreement. Upon such full settlement, this declaration of trust will ipso facto terminate and the declaration of trust will then be revoked.

(c) The Hirer hereby undertakes to immediately purchase the Goods upon the payment of the final Instalment, which comprises RM1.00 as the sale price.

7. TERMINATION / BREACH

(a) The Hirer may at any time terminate this Agreement by returning the Goods to the Owner together with all necessary licenses, registration books or takaful certificates/insurance policy, (hereinafter called the Documents) in accordance with Section 15 of the Act. The Hirer undertakes to pay the Owner the outstanding amount financed and mark-up accrued and calculated up to the next due date of payment including profit and all other sums payable by the Hirer under this Agreement;

(b) In addition to the Owner's right to repossession under Section 16 of the Act, the Owner shall be entitled to immediate possession of the Goods in the event any one of the following events occurs:

(i) (to the extent permitted by the law) the Hirer breaches or fails to perform any of the Hirer's obligation under any of the terms and conditions in this Agreement, including default in payment of instalments or of any other sums due under this Agreement;

(ii) any cheque given by the Hirer as or as part of the Deposit is dishonoured;

(iii) any Goods sold by the Hirer as or as part Deposit to the Owner or the Dealer are found not to be the Hirer's absolute unencumbered property;

(iv) execution or distress is levied against the Hirer or the Hirer's assets or property;

(v) where the Hirer is a company, a Receiver and/or Manager is appointed over any part of the Hirer's assets or property;

(vi) where the Owner is notified or becomes aware of any laws or regulatory requirements which prohibits or makes it illegal to maintain this Agreement or for Hirer to continue to execute this Agreement;

(vii) if the Owner has reasonable grounds to believe that the Hirer is directly or indirectly involved in, or that the Goods in this Agreement are being directly or indirectly used for or in connection with, any illegal, sanctioned or suspicious activities (including but not limited to money laundering, terrorism financing, activities related to dangerous drugs, dealing with sanctioned persons or entities (whether as principal or agent) and tax crime;

(viii) material change in any applicable law or regulation or circumstances which in the opinion of the Owner has an adverse impact on the Hirer's ability to perform the Hirer's obligations hereunder or is

likely to be detrimental to the Owner.

(c) If any event specified in Clause 7(b) occurs, the Owner shall issue a written notice of termination to the Hirer at the Hirer's address stated in this Agreement or the Hirer's last known address. The Hirer shall deliver up possession of the Goods including the Documents to the Owner at the Owner's address specified herein or at any other address as notified by the Owner.

8. REPOSSESSION

(a) The Owner's rights to repossession are governed by the Act specifically Sections 16 to 19 of the Act. Pursuant to Section 16 of the Act, the Owner shall be entitled to exercise its power to take possession of the Goods if there have been two (2) successive defaults of payments of all sums due under this Agreement, where payment of instalments does not exceed seventy-five per cent (75%) of the total Cash Price of the Goods as stated in the Appendix;

(b) In the event of the Hirer's demise, the Owner shall be entitled to exercise any power to take possession of the Goods comprised in this Agreement if there have been four (4) successive defaults of payments of all sums due under this Agreement, in accordance with the Act;

(c) The Hirer shall not be liable to pay the following costs if the Goods are returned to the Owner within twenty-one (21) days after the Hirer receives the Owner's notice of intention to repossess the Goods:
   (i) cost of repossession of the Goods;
   (ii) costs incidental to the Owner taking possession of the Goods; and
   (iii) cost of storage of the Goods.

(d) Upon receiving the Owner's notice of repossession of this Goods pursuant to Section 16 of the Act (Fifth Schedule Notice), the Hirer may reinstate this Agreement and seek redelivery of the Goods by the Owner to the Hirer by any of the following actions:
   (i) paying the arrears and remedying the breaches of the Agreement as stipulated in the Fifth Schedule Notice; or
   (ii) finalising the Agreement by paying the balance due under this Agreement and costs of the repossession as specified in the Fifth Schedule Notice.

(e) Upon the Hirer reinstating or finalising this Agreement in accordance with Clause 8(d) of this Agreement, the Owner shall forthwith return the Goods to the Hirer and the Hirer shall hold the Goods as if no breach had occurred and the Owner had not taken possession of the Goods;

(f) If the Hirer fails to reinstate or finalise this Agreement in accordance with Clause 8(d) of this Agreement, the Owner may sell the Goods in accordance with Section 18 of the Act and the Hirer will be liable to pay any shortfall to the Owner if the value of the Goods is less than the Hirer's Indebtedness under this Agreement.

9. COSTS AND EXPENSES

Any costs and expenses which the Owner may incur in or ascertaining the whereabouts or the recovery of or the possession of the Goods or in generally enforcing this Agreement to recover the Indebtedness (including legal costs on a solicitors and client basis) shall be payable by the Hirer to the Owner on demand. If the Owner has taken possession of the Goods pursuant to Clauses 7 and 8 of this Agreement, the Hirer shall pay to the Owner all such sums as are payable under the Act.

10. CONCURRENT REMEDIES

(a) The Owner shall have liberty to concurrently exercise all or any of the rights and remedies available to the Owner under this Agreement and the Act. This may include the right to repossess the Goods pursuant to Section 16 of the Act and the right to recover by civil suit all monies howsoever due and owing by the Hirer and the Guarantor under this Agreement including any costs and expenses as described in clause 9 herein;

(b) The Owner is also entitled to take such action (whether on the Owner's own accord or through its agents) as may be appropriate against the Hirer for the recovery of the Indebtedness under this Agreement and/or sell the account in respect of the Indebtedness in the event the aforementioned account has been classified as delinquent or impaired by the Owner, to such third party as the Owner deems fit;

(c) For the purpose of recovery of the Indebtedness under this Agreement and/or taking possession of the Goods, the Owner, its servants, representatives and agents shall be entitled to enter upon the premises occupied by or in the Hirer's possession in which the Goods may be found.

11. RIGHT OF SET OFF OR COMBINATION OR CONSOLIDATION OF ACCOUNTS

Where the Hirer has two (2) or more hire purchase-i agreements with the Owner or has liabilities with the Owner or any credits (including any fixed deposits) separate from those arising under this Agreement or any other account of any nature, the Owner shall have the discretion, with seven (7) days' prior written notice to the Hirer:-

(a) to combine or consolidate all or any such agreements or liabilities or credits or accounts;
(b) to set off or transfer any sum or sums standing to the credit of any one or more of such Agreement or accounts in or towards satisfaction of any of the Hirer's liabilities to the Owner under any agreement or on any account or in any other respect (whether such liabilities be actual or contingent, primary or collateral, joint and/or several);
(c) to debit any account maintained with the Owner which may be in credit with liabilities under any other account or under this Agreement or any other hire purchase-i agreement;
(d) to appropriate payments made by the Hirer or monies payable to the Owner or received on account towards the satisfaction of any such agreements or liabilities or accounts as the Owner deems fit.

12. NO WAIVER

(a) No waiver by the Owner of any breach by the Hirer shall be deemed as a waiver of any continuing or recurring breach. No forbearance, delay, time or other indulgence granted by the Owner shall affect the Owner's strict rights under this Agreement;
(b) The Owner's acceptance of late payments or partial payments marked as constituting payment in full or any waiver by the Owner of its rights or indulgence granted to the Hirer shall not operate to prevent the Owner from enforcing any rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect;
(c) No failure to exercise and delay in exercising on the part of the Owner of any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof for the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

13. ARTICLES LEFT IN THE GOODS

In the event of the Goods being repossessed or returned, the Owner shall not be responsible or liable for any property or article alleged to have been left in the Goods by the Hirer or any third party. Unless such property or article found in the Goods is collected by the Hirer within one (1) month from the date of the notice sent or delivered by the Owner to the Hirer, the Owner shall be at liberty to sell the said property or article.

The net proceeds whereof will be credited to the Hirer's account but in the event the Owner is unable to sell the said property or article within a reasonable period the Owner may dispose of the same in any manner as it deems fit. The Owner shall not be held responsible or liable for any claim by any third party to any property or articles so sold, disposed of or destroyed in which such third party has or claims an interest. In the event of such third-party claim being made against the Owner, the Hirer undertakes to reimburse and pay the Owner upon the Owner's written demand, all claims, losses and charges incurred by the Owner arising out of such third-party claims.

14. NOTICES AND LEGAL PROCESS

(a) Any document, demand or notice required or authorised to be given by either of the parties hereto to the other under the Act shall be given in the manner prescribed by the Act. In relation to the Hirer, the Hirer further agrees that this Agreement and all other documents required by law to be served on the Hirer may be sent by electronic means to the Hirer's last known e-mail address in the Owner's records which shall constitute good and valid service of such documents on the Hirer;
(b) Subject to Clause (a), any notices and/or communications to be given by the Owner to the Hirer including any demand for any dues under this Agreement may be effected through the following means or such other means as the Owner deems appropriate: -
    (i) personal delivery or ordinary post at the Hirer's last known place of residence or business in the Owner's records. Notices and/or communications shall be deemed delivered (where delivered personally) at the time of personal delivery or, where sent by post, five (5) days after posting;
    (ii) where sent by facsimile transmission, on the date of dispatch subject to confirmation that the full document is transmitted successfully;
    (iii) by general notice issued by way of advertisement posted at the Owner's branches' premises

and/or website and such notice shall be deemed effective from the date of such notice is made available on the date specified in the notice;

(iv) by electronic mail ("e-mail") sent to the Hirer's last known e-mail address in the Owner's records and/or to the Hirer's and/or Guarantor's HLB Connect Inbox (if any). Any notice sent via e-mail shall be deemed received twenty-four (24) hours after sending;

(v) by short messaging system ("SMS") to the Hirer's mobile phone and/or the Guarantor's (if any) last known mobile phone number(s) in the Owner's records;

(c) Any Writ of Summons or other originating process against the Hirer shall be deemed to have been served if served on the Hirer personally or sent to the Hirer by registered post at the address stated in this Agreement or at the Hirer's last known place of residence or business in the Owner's records. Any such service sent by registered post shall be deemed to have been received by the Hirer five (5) days after such posting.

15. CONSENT TO DOCUMENTS IN ELECTRONIC FORM

The Hirer hereby consents to the use and provision of this Agreement and all other documents related to the hire purchase-i facility herein in electronic form.

16. INTERPRETATION

In this Agreement, where the context so admits:

(a) words importing the masculine gender only shall include the feminine and neuter genders and vice versa;
(b) words importing the singular number also include the plural number and vice versa;
(c) where there are two or more persons included in the expression "the Hirer" they shall be deemed to be jointly and severally liable under the terms of this Agreement;
(d) the headings and sub-headings to the clauses and sections of this Agreement are inserted for the purposes of convenience and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
(e) any reference to the provision of any legislation includes any statutory modification or re-enactment thereof;
(f) any reference to this Agreement shall include all amendments, additions or supplementary agreements made hereafter or as and when required between the Hirer and the Owner.

17. BINDING EFFECT

(a) Notwithstanding the provisions of Section 15 of the Civil Law Act 1956 (or any modifications thereto) or the occurrence of events which may cause the non-performance or the non-completion of this Agreement of which otherwise may render this Agreement impossible to perform for any reason whatsoever, the Hirer agrees that the Hirer shall continue to be bound by the provisions of this Agreement;
(b) This Agreement shall be binding upon the heirs, liquidators, receivers, representatives, permitted assigns and successors-in-title of the Hirer and enforceable by the Owner's successors-in-title and assigns;

18. TAXES

(a) The fees and all other monies to be paid by the Hirer to the Owner under this Agreement, including any amount representing reimbursements to be paid by the Hirer to the Owner, are 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;
(b) In the event the Hirer is required by law to make any deduction or withholding from the fees and/or all other monies payable to the Owner under this Agreement in respect of any Tax or otherwise, the sum payable by the Hirer in respect of which the deduction or withholding is required shall be increased so that the net fees and/or the net amount of monies received by the Owner is equal to that which the Owner would otherwise have received had no deduction or withholding been required or made;
(c) The Hirer shall in addition to the fees and all other monies payable, pay to the Owner all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Owner 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 Hirer directly to any Appropriate

Authority, which the Hirer shall remit directly to the Appropriate Authority;

(d) If at any time an adjustment is made or required to be made between the Owner 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 this agreement by the Owner, a corresponding adjustment may at the Owner's discretion be made as between the Owner and the Hirer and in such event, any payment necessary to give effect to the adjustment shall be made;

(e) All Taxes as shall be payable by the Hirer to the Owner as herein provided shall be paid at such times and in such manner as shall be requested by the Owner;

(f) The Hirer hereby agrees to do all things reasonably requested by the Owner to assist the Owner in complying with the Owner's 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 this Agreement, the Hirer agrees to provide its fullest cooperation to the Owner in assisting the Owner in complying with the Owner's obligations under the relevant laws;

(g) 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 this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax;

(h) For the purpose of this Clause 18:
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 profit, fines or penalties in respect thereof. "Appropriate Authority" means any government or taxing authority.

19. SEVERANCE

Any term, condition or provision contained herein which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability only without invalidating the remaining provisions hereof.

20. VARIATION TO THE TERMS AND CONDITIONS

The provisions and terms of this Agreement may as and when required be varied or amended by the Owner, by giving twenty-one (21) days' prior written notice to the Hirer before the variation takes effect. Such amendments and variations shall be deemed to become effective and the relevant provisions of this Agreement shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations have been incorporated in and formed part of this Agreement at the time of execution hereof.

21. CONSENT TO DISCLOSURES

In addition to the permitted disclosures provided under Schedule 11 of the Islamic Financial Services Act 2013 ("IFSA"), the Hirer irrevocably authorises and permits the Owner, its officers and employees to disclose and furnish all information concerning the Indebtedness under this Agreement, the Goods, present and future accounts of the Hirer and any other matters relating to the Hirer's business and operations to:

(a) other financial institutions granting or intending to grant any credit facilities to the Hirer, the Central Credit Bureau or any other central credit bureau established by BNM, Cagamas Berhad, 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 and Financial Institutions Malaysia (AIBIM), the Association of Banks in Malaysia (ABM), and/or Financial Information Services;

(b) any current or future corporation which may be associated with or related to the Owner (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of the Owner's holding company and/or subsidiaries of Hong Leong Bank Berhad's holding company;

(c) the Security Parties or any party intending to provide security in respect of the Indebtedness;

(d) the Owner's auditors, solicitors and/or other persons, agents or organisation in connection with the recovery of moneys due and payable hereunder;

(e) the Owner'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 Owner and the Owner's related or associated companies; and

(f) any person or organisation for the purpose of collecting and recovering for and on the Owner's behalf any sums of money owing to the Owner from the Hirer and/or the Guarantor.

The Hirer hereby irrevocably consents to such disclosure and confirms that the Owner, 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 this Agreement. The Hirer also hereby expressly authorises and consents to the Owner obtaining any other information about the Hirer from any credit reference agency or sources and at any time the Owner considers appropriate.

22. CONSENT TO PROCESSING PERSONAL DATA

(a) The Hirer hereby agrees and consents to the holding, collection and use of all personal data provided to the Owner by the Hirer and/or acquired by the Owner from the public domain, as well as personal data that arises as a result of the provision of services to the Hirer in connection with the Indebtedness under this Agreement in accordance with the Owner's Privacy Notice as may be amended as and when required.

Privacy Notice means the Owner's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Owner as may be amended as and when required and made available at the Owner's website or in such manner as the Owner deems appropriate ;

(b) The Hirer hereby represents and warrants that the Hirer has obtained the consent of all persons named in the Hirer's application for the Indebtedness under this Agreement or such other document submitted to the Owner in support of such application and/or their authorised representatives, including but not limited to the directors, shareholders, authorised signatories or such other persons as specified by the Owner ("Relevant Data Subjects"), for the Owner'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 as and when required.

23. RECORDS

The Hirer hereby acknowledges and agrees that the Owner's records in relation to the Hirer and this Agreement stored in any form or manner can be used as evidence in any court proceedings as proof of its contents. The Hirer agrees that such records (which were provided to and/or by the Hirer prior to the signing of the Agreement for checking) shall be final and conclusive of the information contained therein save in the case of manifest or clerical error.

24. TIME

Time wherever mentioned in this Agreement shall be the essence of this Agreement.

25. ASSIGNMENT

The Owner shall be entitled, with seven (7) days' prior notice to the Hirer to assign all or any part of the Owner's rights, interest and benefit in or pursuant to this Agreement and or in the Goods including but not limited to the license conferred on the Owner, its employees, its representatives and/or its agents to enter upon land or premises to inspect and/or repossess the Goods and/or sell the Hirer's Indebtedness under this Agreement, in the event the account in respect of the Indebtedness has been classified as delinquent or impaired by the Owner to such third party as the Owner deems fit.

26. CONNECTED PARTIES

To enable the Owner to comply with the IFSA and the BNM Guidelines on Credit Transactions and Exposures with Connected Parties (Guidelines), the Hirer shall declare to the Owner whether the Hirer is a connected party under the Guidelines, which includes but is not limited to, a spouse, child, parent or financial dependent of the Owner'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 persons of the Owner. If at any time the Hirer becomes a Connected Party, the Hirer must notify the Owner immediately. The Owner reserves the right to terminate this Agreement with prior written notice in the event the Hirer fails to make the appropriate or correct declaration resulting in the Owner contravening the IFSA or the said Guidelines.

27. ENTIRE AGREEMENT

This Agreement comprises Parts I to V, these Terms and Conditions and the attached Appendix, as may be varied and/or supplemented by mutual written agreement, all of which shall be read and construed as a single integrated document.

28. APPOINTMENT OF AGENT

In amplification and not in derogation of the Owner's rights under this Agreement, the Owner shall have the right to appoint an agent of its choice to collect all and any sums due to the Owner from the Hirer under this Agreement provided always that a seven (7) days prior written notice is delivered to the Hirer in the manner prescribed in Clause 14 herein.

29. SECOND-HAND GOODS DECLARATIONS

Where the Goods in Part II of the Agreement are stated to be Second-Hand, all conditions and warranties as to quality and as to fitness and suitability are expressly negatived and the Hirer hereby acknowledges that the statement that the goods are second-Hand and that such conditions and warranties that are expressly negative have been brought to the Hirer's notice.

30. APPLICABLE LAW / SUBMISSION TO THE JURISDICTION

This Agreement shall be governed by the laws of Malaysia. The Hirer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Malaysia and to waive any objection on the grounds of venue or that the forum where the dispute is heard is not a convenient forum or similar grounds.

31. ANTI-BRIBERY, ANTI-CORRUPTION AND WHISTLEBLOWING UNDERTAKINGS

(a) For the purposes of this Clause 31, the following terms and expressions shall have the meanings specified below:

"ABC Policy" means the HLBG Anti-Bribery and Corruption Policy which is available at the website of Hong Leong Bank Berhad ("HLB") or Hong Leong Islamic Bank Berhad ("HLB Islamic") respectively at www.hlb.com.my and www.hlbislamic.com.my

"Anti-Bribery Laws" means the Malaysian Anti-Corruption Commission Act 2009 as amended as and when required, and the rules and regulations issued thereunder, and any other applicable laws, statutes, regulations, rules and orders that relate to bribery or corruption.

"HLBG" collectively means HLB and/or its subsidiaries.

"HLBB/HLB Islamic Whistleblowing Policy" means the HLBG Whistleblowing Policy which is available on the website of HLB or HLB Islamic.

(b) The Hirer hereby acknowledges that the Owner practices a zero-tolerance position towards any form of bribery and corruption in line with its ABC Policy.

(c) In the event the Hirer is in non-compliance with or has breached the Owner's ABC Policy and/or Anti-Bribery Laws, the Owner shall be entitled to terminate this Agreement without prejudice to any other rights or remedies of the Owner under this Agreement or any applicable law.

(d) The Hirer hereby acknowledges and undertakes as follows:
   (i) that the Hirer has read and understood the ABC Policy;
   (ii) to immediately notify the Owner of any non-compliance or attempted non-compliance with the ABC Policy and/or Anti-Bribery Laws and/or any concerns about any improper conduct or wrongful act that may adversely affect the Owner. The Hirer may also report the same confidentiality through the Owner's whistleblowing channel as set out in the Whistleblowing Policy.

Note: The word instalments in this Agreement and documents refers to rentals. If you have any enquiries regarding the terms and conditions you may seek clarification from our staff who attended to you. Alternatively, please email us at hlonline@hlbb.hongleong.com.my or call 03-76268899.