

**Standard Terms & Conditions Covering Personal Financing-i (the “Facility”) Granted By Standard Chartered Saadiq Berhad (the “Bank”).**

**1. DEFINITIONS**

- (a) **“Early Settlement Charges”** means costs incurred by the Bank due to early settlement or early redemption of the Facility prior to maturity, whether in full or partially, including without limitation to initial costs that have not been recovered by the Bank, costs that have not been recovered because a financing contract has a structure with discount elements at the initial period of financing and any other charges as may be approved by Bank Negara Malaysia (“BNM”) and Syariah Advisory Committee of the Bank from time to time and notified to the Customer.
- (b) **“Facility Amount”** refers to the proceeds from the sale of the Commodity in the Agency transaction. **“Facility amount”** also is equivalent to the **“Purchase Price”**.
- (c) **“Late Payment Compensation/Ta’widh”** means costs and expenses incurred by the Bank calculated based on the BNM Guidelines on Late Payment Compensation for Islamic Banking Institutions (including any alteration, modification, supplement and substitution thereof) due to late payment by Customer of the Instalment/Payment due.
- (d) **“Commodity Murabahah”** means the Syariah concept of cost plus sale where it involves the Customer purchase a commodity from the Bank at cost plus profit and then selling it at cost price for the purpose of obtaining cash. The customer will make payment for the purchase of commodity on deferred terms.
- (e) **“Purchase Price”** refers to the cost of purchase/principal of the Commodity Murabahah transaction.
- (f) **“Wakalah”** means the contract where the Customer authorises the Bank as his agent/wakil to perform the Commodity Transaction
- (g) **“Wakil”** means the Bank acting as an agent for the Customer for the Commodity Murabahah transaction

**2. TENURE AND AMOUNT**

- (a) The Customer must specify in the application form the applied amount and relevant Personal Financing-i instalment plan tenure (**“Tenure”**) that the Customer is applying for. The Personal Financing-i Monthly Instalment cannot be altered, unless requested by the Customer in writing and consented to by the Bank.
- (b) Payment of the Facility, together with profit payable, shall be paid by way of equal monthly instalments (**“Personal Financing-i Monthly Instalment”**) according to the relevant Tenure and amount approved by the Bank. The approval of the Tenure and amount on the Facility, if granted, may be higher or lower than the Tenure and amount applied for, depending on the Bank’s due credit process. It is the Bank’s discretion whether to approve the Customer’s application or not.

**3. TRADE TRANSACTIONS**

In relation to the trade transaction under the Syariah concept of Commodity Murabahah entered between the Bank and the Customer to facilitate the financing of the Facility, it is hereby agreed as follows:

- (a) The effective date of the sale of the underlying plastic resin (**“Commodity”**) from the Bank to the Customer shall be the date as determined by the Bank.
- (b) Via the application form, the Customer offers to purchase the Commodity from the Bank.
- (c) Upon the Bank having completed its approval process, The Bank will inform the Customer via short message service (**“SMS”**), of the Bank’s acceptance of the Customer’s offer to purchase together with the sale price of the Commodity (**“Sale Price”**).
- (d) Upon the sale of the Commodity by the Bank to the Customer, the ownership and risk of the Commodity will immediately be passed over to the Customer notwithstanding that there is no physical delivery of the Commodity to the Customer. However, if the Customer intends to take physical delivery of the Commodity, the Customer may make a verbal request to the Bank’s call centre no later than 3.00 pm on

the day the Commodity is purchased and the SMS notification is received, for the delivery of the Commodity. The Customer further agrees that the cost of such delivery, if any, is to be solely borne by the Customer and that such costs will be advised at a later date prior to the physical delivery of the Commodity.

- (e) The Customer may appoint the Bank as agent/wakeel for the purpose of selling the Commodity to interested buyers upon completion of the purchase of the Commodity by the Customer and if the Customer has not made any verbal request to the Bank within the stipulated time for the delivery of the Commodity.
- (f) Upon conclusion of the sale of the Commodity to a third party as stated in item (e) above, the Bank will credit the *Facility amount* into the Customer's designated account maintained with the Bank.
- (g) The Customer agree that if the Customer has not withdrawn the proceeds of the *Facility amount* from the above stated account within the agreed cooling-off period of forty five (45) days from the date of its remittance, the Bank has the right to terminate or rescind the Facility through early settlement of the outstanding amount using the *Facility amount* at no further cost to the Customer. In respect of the agreed cooling-off period, time is of the essence.
- (h) It is expressly agreed between the Bank and to the Customer, that the delivery of the Commodity shall be on an "as is where is" basis and the Bank shall not be responsible in relation to the nature, quality and specification of the Commodity. The customer may inspect the Commodity at his/her own cost prior to the delivery thereof. Upon delivery of the Commodity, all rights (if any) of the Bank against the commodity trader relating to warranties in respect of the Commodity shall stand assigned to the Customer. As a consequence, the customer shall be entitled to seek remedies (if any) against the commodity trader as appropriate. The customer also agrees that the Bank shall be under no further liability for any warranty relating to the Commodity.
- (i) The Customer shall be irrevocably and unconditionally obliged to pay the Bank the Sale Price of the Commodity by means of the Personal Financing-i Monthly Instalments on the payment dates.
- (j) The Sale Price of the Commodity is accepted as valid and fair consideration for the Commodity, irrespective of the Purchase Price for the Commodity on the actual date of the sale of the Commodity.
- (k) In the case of any amount being due on a day other than a business day which means a day, other than Saturday, Sunday and public holidays, on which the Bank is open in the relevant states in Malaysia ("**Business Day**"), such amount shall be due on the immediately preceding Business Day.
- (l) All payments to be made by the Customer in terms of the trade transaction shall be made free from any set-off, deduction, withholding or counterclaim and in immediately available and freely transferable funds for good value on each of the payment dates.
- (m) The Bank is authorised by the Customer to debit the Customer's account for the amounts equal to the instalments due on the payment dates, or (in the event of insufficient funds in such account of the Customer) any other account of the Customer held at the Bank that has a credit balance at the time.
- (n) This Murabahah contract shall not be terminated unilaterally by either Party. If a Party intends to terminate this Agreement, it may do so with the mutual consent of the other Party and by providing the other Party with a written notice at least [thirty (30)] days prior to the date of termination.

#### 4. DISBURSEMENT

- (a) Should the Bank approve the application, and the Customer agrees to complete the required trade transactions in Clause 3 above, the Customer will be notified of the disbursement of the *Facility amount* via SMS within one (1) day.
- (b) The Customer's utilization of the Facility shall be treated as acceptance by the Customer of these terms and conditions as governing the provision of the Facility.
- (c) The Bank's decision on whether to approve the Facility is final, and the Bank further reserves the right to reject applications.
- (d) The Customer may apply for more than one Personal Financing-i facility, subject to the Customer's eligibility for the Personal Financing-i and these Standard Terms and Conditions.

#### 5. DISCRETION OF BANK AS TO APPLICATION OF MONIES

- (a) If any sum paid or recovered in respect of any of the Customer's liabilities is less than the amount then owing, the Bank may:

- (i) apply that sum to settle profit, fees, principal or any amount due in such proportions and order and generally in such manner as the Bank thinks fit ,or
  - (ii) credit the same or part thereof to a non-profit bearing suspense account for as long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards the discharge of any money or liabilities due or incurred by the Customer to the Bank.
- (b) Regardless of any payment as stated in Clause 5(a), if there is proceeding in or analogous to bankruptcy, the Bank may prove for and agree to accept any settlement in respect of the whole or any part of such money and liability in the same manner as if the Facility had not been created.

#### **6. RIGHT TO REVIEW**

- (a) The Bank is allowed by the Customer to review the Facility at any time whether or not the events set out in Clause 13 hereof have occurred. Nothing in these presents contained shall be taken to impose on the Bank any obligation, either at law or in equity, to make or continue to make available the Facility.
- (b) Notwithstanding any other provision contained in these Standard Terms and Conditions or in any other document, the Bank is allowed by the Customer at all times to have the right to:
- (i) terminate, cancel, suspend or reduce the limit of all or any part of the Facility; and/or
  - (ii) require immediate payment of all or any part of the sums actually or contingently owing to it.

The Bank shall not be liable for any loss or damage in connection with dishonour of any cheques or notes drawn or bills accepted by the Customer as a result of the foregoing actions by the Bank. The Customer will be notified in writing prior to such action.

#### **7. SET OFF / COMBINATION OR CONSOLIDATION OF ACCOUNTS**

- (a) The Bank is allowed by the Customer at any time to;
- (i) combine;
  - (ii) consolidate; or
  - (iii) merge;
- all or any of the Customer's accounts and liabilities with and to the Bank:
- (i) anywhere whether in or outside Malaysia; and
  - (ii) whether singly or jointly, or jointly with any other person;
- (b) The Bank is allowed by the Customer to transfer or set off any sums in credit in such accounts towards satisfaction of any of the Customer's liabilities whether actual or contingent, primary or collateral notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency.
- (c) The Bank is allowed to effect any necessary conversions at the Bank's own rate of exchange then prevailing and will not be liable for any damages and/or loss incurred by the Customer due to the operation of this Clause 7.

#### **8. RECALL AND PAYMENT ON DEMAND**

- (a) Any unpaid payment due from a previous month will be carried forward to the following month. The Customer will have to settle the Personal Financing-i Monthly Instalment due on the particular month together with the outstanding amount due from the previous month, plus any profit margin and late compensation charges.
- (b) The Customer allows the Bank, at its absolute discretion, to:

- (i) terminate the Facility;
  - (ii) recall all drawings made; and
  - (iii) demand discharge by the Customer of its indebtedness at any time
- (c) Regardless of any contrary provision in these Standard Terms and Conditions, the Customer must pay to the Bank the Facility together with any sums actually or contingently owing to it under the Facility on DEMAND being made by the Bank which demand may be made by the Bank at any time or from time to time.
- (d) The Customer is liable to pay to the Bank the amounts as notified by the Bank as the sum owing and payable.

#### **9. PRESCRIBED RATE**

- (a) The Personal Financing-i Monthly Instalment is calculated based on the approved amount of the Facility over the Tenure plus profit margin (collectively the "Prescribed Rate"), on a monthly rest basis (reducing balance).
- (b) The Personal Financing-i Monthly Instalment will be duly notified to the Customer through a notification letter once the Customer's application has been approved and disbursed. The Personal Financing-i Monthly Instalment is dependent on the Bank's due credit process and/or the profile or creditworthiness of the Customer.

#### **10. REPRESENTATIONS AND WARRANTIES**

By making the application, the Customer represents and warrants to the Bank that:

- (a) the Customer has fully disclosed in writing to the Bank all facts relating to the Customer which the Customer knows or should reasonably know and which are material for disclosure to the Bank in the context of the Facility;
- (b) no bankruptcy proceedings have been commenced against the Customer;
- (c) all the information furnished by the Customer in connection with the Facility does not contain any untrue statement or omit to state any fact and all expressions of expectation, intention, belief and opinion and all projections contained therein were honestly made on reasonable grounds after due and careful enquiry;
- (d) no Event of Default as set out in Clause 13 has occurred and/or is continuing;
- (e) that the Customer or the Customer's account is not listed under the DCHEQS guidelines or otherwise for that matter designated as "special" under such guidelines; and
- (f) the Customer will notify the Bank within 30 calendar days if there is a change in any information which the Customer has provided to the Bank.

Each of the above representations and warranties shall survive the signing and delivery of the Facility application form and these Standard Terms and Conditions. The Customer shall be deemed to represent and warrant to the Bank that the representations and warranties above are true and correct in all respects and are repeated on a daily basis, save that each reference to the financial statements shall be construed as a reference to the date of such financial statement.

#### **11. UNDERTAKINGS**

The Customer undertakes in favour of the Bank that from the date hereof until all liabilities of the Customer to the Bank have been discharged, that:

- (a) the liabilities of the Customer to the Bank under these Standard Terms and Conditions shall continue to rank at least equally and rateably (*pari passu*) with all the Customer's other respective unsecured and unsubordinated liabilities (both actual and contingent);
- (b) the Customer hereby expressly agrees to comply with all statutes, by-laws, guidelines and regulations (whether or not having the force of law) in Malaysia and shall ensure continued

compliance with such regulations for the duration of the Facility.

- (c) the Customer shall give the Bank written notice of any Event of Default or any event, which with the giving of notice or lapse of time or both would constitute an Event of Default for with upon becoming aware thereof under and these Standard Terms and Conditions within three business days of it becoming aware of the occurrence thereof.

## 12. POSITIVE COVENANTS

The Customer undertakes to fulfil the following positive covenants:

- (a) punctually pay all its indebtedness under the Facility when due and payable;
- (b) perform all its other obligations under the Standard Terms and Conditions promptly and diligently;
- (c) comply with any directive of the Bank which may be issued from time to time provided always that such directive shall be pursuant to the terms and conditions of the Standard Terms and Conditions and its Appendices;
- (d) notify the Bank of the occurrence of any Event of Default hereunder or any event of default in relation to other indebtedness of the Customer or of any occurrence of which it becomes aware not later than three (3) Business Days, which in its reasonable opinion might adversely affect its ability to perform and fully comply with its obligations hereunder; *and*
- (e) maintain its main Current Account-i or Savings Account-i with the Bank throughout the Tenor of the Facility.

## 13. EVENTS OF DEFAULT

Regardless of the overall obligation of the Customer to pay all outstanding amounts on demand by the Bank, the Facility or any part thereof for the time being outstanding and unpaid together with profit margin thereon shall immediately become due and payable and the Facility shall be cancelled and no further disbursements or availability in respect thereof shall be permitted, in any of the following events:

- (a) If the Customer fails to pay to the Bank (i) on demand any monies on the Facility or (ii) on due date any monies payable under any agreement or arrangement with the Bank or any other lender/financier;
- (b) If the Customer's Standing Instruction account has insufficient funds and/or is closed and/or subject to a freeze, due to any reason whatsoever; or
- (c) If the Customer's standing instructions has been revoked and/or cannot be effected due to insufficient funds in the Standing Instruction Account or any reason whatsoever;
- (d) If legal proceedings suits or actions of any kind whatsoever (civil or criminal) shall be instituted against the customer;
- (e) If the Customer shall commit an act of bankruptcy, become insane or has passed away;
- (f) If the Customer breaches or threatens to breach or fails to observe any covenant, undertaking, term, conditions or provisions of these Standard Terms and Conditions or in any document delivered pursuant to the Facility and fails to remedy such breach within seven (7) days after notice from the Bank or such other time period stipulated by the Bank;
- (g) If any representation or warranty made or implied to the Bank is incorrect or misleading in a material particular as of the date on which it was made or deemed to have been made;
- (h) If any statements made (or acknowledged in writing to have been made) by the Customer in connection with any request for utilisation for the Facility proves to be incorrect in any material respect, or if repeated at any time with reference to the facts and circumstances subsisting at such time would not be accurate in all material respects and written notice thereof is given to the Customer by the Bank requiring the remedy thereof, and the subsequent failure by the Customer to remedy the same within the period stipulated thereunder;
- (i) If the cheque or cheques issued by the Customer are frequently dishonoured;
- (j) If the Customer fails to operate their account(s) with the Bank in a satisfactory manner;
- (k) If it is or will become unlawful by the laws of Malaysia or by the laws of any applicable jurisdiction for the

Customer(s) to perform or comply with any one or more of their respective obligations under the Standard Terms and Conditions or makes it impossible or unlawful for the Bank to continue its making available the Facility to the Customer(s) or the receipt by the Bank of payments of the Facility or any part thereof;

- (l) If the Customer or any of the Customer's spouses, parents, children or relatives are directors, officers are in any way related to , become(s) related to, or connected with the Bank, its directors or officers within the meaning under the Islamic Financial Services Act,2013 or any equivalent provision in any legislation governing Islamic financial institutions in Malaysia; and
- (m) If any other event occurs which in the sole opinion of the Bank could or might affect or prejudice the Customer's ability or willingness to comply with all or any of the Customer's obligations under these Standard Terms and Conditions.

#### 14. DISCLOSURE

The Customer consents to:

- (a) the Bank;
- (b) the Bank's officers and agents; and
- (c) all persons to whom the law allows;

to disclose, from time to time, any information (including any personal data) relating to the Customer and the Customer's account or accounts or dealing relationship or relationships with the Bank, Standard Chartered Bank Malaysia Berhad ("**SCBMB**") and Standard Chartered Bank (including all its branches) ("**SCB**"), including but not limited to details of;

- (i) any banking facilities; or
- (ii) other accommodation; or
- (iii) services of the Customer including the Facility, any security taken in respect of any of them, transactions undertaken and balances and positions with or by the Bank, SCBMB and SCB to all or any of the following (whether in or outside Malaysia), without the need to obtain the Customer's further express consent:
  - (aa) SCB and any of SCB's or the Bank's holding company, subsidiaries, affiliates, representative and branch offices in any jurisdiction (collectively with the Bank, the "**Permitted Parties**" and each a "**Permitted Party**);
  - (bb) professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
  - (cc) any actual or potential participant or sub-participant in, relation to any of the Bank's rights and/or obligations under any agreement between the Bank and the Customer, or assignee, novatee or transferee (any agent or adviser of any of the foregoing);
  - (dd) any rating agency or any insurer/ Takaful provider or insurance/ Takaful broker of, or direct or indirect provider of credit protection to any Permitted Party;
  - (ee) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties;
  - (ff) any financial institution with which the Customer has or proposes to have dealings;
  - (gg) the Central Credit Bureau, Bank Negara Malaysia (hereinafter referred to as "**BNM**") (including the Central Credit Reference Information System (CCRIS), the Financial Institutions Statistical System or any other database or system established by BNM) or any person to whom the Bank may disclose or is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or any other authority which has jurisdiction over the Bank;
  - (hh) any domestic or overseas regulators or tax authorities where necessary to establish the Customer's tax liability in any jurisdiction; and

- (ii) any security party.

The Bank may disclose this information to the parties specified above for the purposes of:

- (a) understanding the Customer's needs;
- (b) risk management;
- (c) outsourcing or consolidating the Bank's operations;
- (d) any sale of assets or corporate exercise;
- (e) procuring credit protection; or
- (f) undertaking any issue of securities.

#### 15. STATEMENT BY BANK

- (a) A statement or notice by the manager or any duly authorised officer or agent of the Bank for the time being or computer generated notices issued by the Bank which do not require signatures as to the amount of such balance and liabilities incurred or due to the Bank or as to the profit margin or the amount of profit due and payable, shall be conclusive evidence for all purposes.
- (b) If the Customer fail to report any error therein to the Bank within such period as prescribed by the Bank, such statement or notice shall be conclusive evidence of the Customer's liability to the Bank of the amount stated therein.

#### 16. WAIVER NOT TO PREJUDICE BANK'S RIGHT

The Bank may in accordance with Syariah, at any time and without in any way affecting the rights, powers and remedies conferred upon the Bank under these Standard Terms and Conditions

- (a) neglect or forbear to enforce any of the terms in any agreement between the Customer and the Bank or waive such terms as it deems fit or any breach by the Customer of the same without prejudice to its rights at any time afterwards to act or insist to act strictly in accordance with the originally agreed terms in respect of the existing or subsequent breach;
- (b) determine vary or increase any credit or other facility granted to the Customer and may open or continue any account or accounts (or both) with the Customer at any branch or branches of the Bank;
- (c) vary the number and or the amount of the instalments to be paid by the Customer;
- (d) grant the Customer any time or indulgence or waiver or consent or release;
- (e) release or discharge or compound or enter into any deed of composition with the Customer; or
- (f) vary or amend any of the terms of any of the Facility.

The Customer will be notified in writing prior to the Bank's action/s as stated above.

#### 17. ASSIGNMENT/TRANSFER

- (a) These Standard Terms and Conditions shall be binding upon and inure to the benefit of each party and its permitted successors and assigns.
- (b) The Bank may disclose to a potential assignee or transferee or to any other person who may propose entering into contractual relations with the Bank in relation to these Standard Terms and Conditions such information about the Customer as the Bank shall consider appropriate.
- (c) The Customer acknowledges and agrees that Bank may at any time transfer, sell, participate in secondary debt markets or assign all or any part of its rights, benefits and obligations under these Standard Terms and Conditions and/or any security document by assigning to any other party all or any part of the Bank's rights and benefits under these Standard Terms and Conditions and/or any security document by notice to the Customer. The Bank may at any time assign or transfer any of

its rights and obligations under any Finance Document to any Islamic financial institution or any entity as may be approved by the Bank's Syariah Committee.

- (d) The Customer may not transfer or assign any of its rights, benefits and obligations under these Standard Terms and Conditions and/or any security document without the prior written consent of the Bank and any purported assignment without such consent shall be null and void.

## 18. GOVERNING LAW

- (a) These Standard Terms and Conditions shall be construed and have effect in all respects in accordance with the laws of Malaysia and the Customer hereby submits to the jurisdiction of the Malaysian Courts but such submission shall not be construed so as to limit the right of the Bank to commence proceedings in the courts of any other country.
- (b) The service of any writ or summons or any legal process in respect of any actions or proceedings may be effected on the Customer by forwarding a copy of the writ or summons or statement of claim or other legal process by prepaid registered post (or such other mode as stipulated by law) to the Customer's address for the time being. Where served by post, such writ, summons, statement of claim or such other legal process shall be deemed to have been served on the Customer two (2) days after the date of posting.
- (c) The Facility shall at all times be governed by such rules, regulations and/or directives (whether or not having the force of law) required of or imposed upon the Bank from time to time and at any time by BNM or any authority having jurisdiction over the Bank.
- (d) Without prejudice to the generality of the above, the Customer hereby expressly agrees:

- (i) Central Credit Bureau

The Customer accepts that information regarding the Facility will be given to any credit bureau including the Central Credit Unit and to the Central Credit Reference Information System (CCRIS), the Financial Institutions Statistical System or any other database or system established by BNM or such other authority having jurisdiction over the Bank for the use of such bureau and the participating banks.

This information is kept strictly confidential between such bureau and the participating banks.

- (ii) Guidelines on Dishonoured Cheques Information System (DCHEQS)

Subject to the provisions of DCHEQS Guidelines or such other relevant guidelines as may be issued by BNM from time to time, the Bank reserves the right to close the current account or accounts of the Customer due to the issuance of dishonoured cheques

- (iii) Exchange Control Notices issued by BNM

The Customer shall comply with the provisions of the Financial Services Act 2013 and the Exchange Control Notices issued by BNM, regulations and guidelines thereto and shall arrange, coordinate, manage and obtain all the necessary consents, licences, approvals or authorisations required in connection with the execution, performance, validity or enforceability of these Standard Terms and Conditions, the guarantee and the security documents.

## 19. ILLEGALITY OR IRREGULARITY

- (a) If the Bank determines that the introduction or variation of any law, regulation or official directive (whether or not having the force of law) or any change in the interpretation or application thereof makes it unlawful for the Bank to maintain, fund or give effect to its obligations in these Standard Terms and Conditions:
  - (i) the Bank shall forthwith give notice of such termination to the Customer whereupon the Facility to such extent shall be cancelled; and/or
  - (ii) the Customer will immediately upon notice from the Bank pay all monies payable under the Facility together with profit margin thereon and all other monies agreed to be paid by the Customer hereunder.
- (b) Without prejudice to the generality of the foregoing, the offer and availability of the Facility(ies) is



conditional upon the Customer representing and undertaking that the financing by the Bank herein and the Bank's agreement to grant or make or continue to make available the Facility(ies) to the Customer will not contravene nor be in breach of any prevailing laws or regulatory requirements or terms and conditions or provisions prescribed by or stipulated in the directives or guidelines that are or may from time to time be issued by BNM, the Association of Banks in Malaysia and/or any governmental authority (the "**Applicable Laws and Regulations**"). The Applicable Laws and Regulations to which the Facility are subject shall include but are not limited to:

- (i) all prevailing provisions of the Islamic Financial Services Act, 2013 or any equivalent provision in any legislation governing Islamic financial institutions in Malaysia;
- (ii) all prevailing BNM's guidelines and directives issued in respect thereof;
- (iii) all prevailing BNM's guidelines issued pertaining or applicable to grant of Facility to persons connected to the Bank; and/or
- (iv) any financing limits or restrictions that may be imposed upon the Bank from time to time by BNM or any other governmental authority.

## 20. SEARCHES

- (a) The Bank may but is not obliged to conduct bankruptcy searches (as the case may be) and searches from the Central Credit Reference Information System (CCRIS), CTOS Sdn. Bhd. or any other credit reference agencies or database on the Customer prior to the disbursement of the Facility and at any time from time to time hereafter.
- (b) The Customer consents to the Bank to carry out searches on the Customer from the Central Credit Reference Information System (CCRIS), CTOS Sdn. Bhd. or any other credit reference agency or database from time to time to the extent permitted by the law.
- (c) All charges incurred with regards to these searches are to be borne by the Customer. In the event that any of the searches confirm that the Customer is an adjudged bankrupt or if there are any legal proceedings suits or actions of any kind whatsoever, be it civil or criminal, instituted against the Customer the Bank reserves the right to withdraw, cancel and or terminate the Facility.

## 21. VARIATION OF TERMS

The Bank is allowed by the Customer at any time and without in any way affecting the rights, powers and remedies conferred upon the Bank under the Facility, upon issuance of a 21-day notice to the Customer, to:

- (i) Neglect or forbear to enforce any of the terms and conditions of the Facility or any agreement made between the Customer and the Bank, or waive such terms as it deems fit or any breach by the Customer of the same. This does not affect the Bank's right at any time afterwards to act or insist to act strictly in accordance with the originally agreed terms in respect of the existing or subsequent breach;
- (ii) Determine, vary or increase any credit or other facility granted to the Customer and may open or continue any account or accounts (or both) with the Customer at any branch or branches of the Bank;
- (iii) Vary the number and or amount of the instalments to be paid by the Customer;
- (iv) Grant the Customer any time or indulgence or waiver or consent or release;
- (v) Deal with, exchange, release or modify or abstain from perfecting or enforcing any right it may now or at any time hereafter or from time to time have from or against the Customer;
- (vi) Release or discharge or compound or enter into any deed of composition with the Customer;
- (vii) Vary or amend any of the terms of the Facility; or
- (viii) Withdraw the Facility by giving notice in accordance with our usual practice and in accordance with any applicable law.

## 22. INTERCHANGE OR SUBSTITUTION OF FACILITY(IES)

- (a) The Bank may in accordance with Syariah:
- (i) grant further facilities;
  - (ii) convert, vary, interchange, appropriate or substitute partly or wholly any of the Facility with other banking facilities to be granted to the Customer;
- and these Standard Terms and Conditions shall, so far as is applicable and subject to any further conditions which the Bank may require from time to time, secure such further or interchanged or substituted facilities.
- (b) The Bank retains the right to allocate a new account number or to transfer and/or consolidate the Customer's existing accounts with the Bank to a new account upon such variation, interchange or substitution without affecting the Bank's rights under these Standard Terms and Conditions.
- (c) The Customer shall do everything necessary and expeditiously at the request of the Bank to enable the provisions of this clause 22 to be carried out by the Bank.

## 23. NOTICES & COMMUNICATION

- (a) Any demand, request, notice or other communication (collectively referred to as "**Notices**") by or on behalf of the Bank or the Customer, unless otherwise expressly specified herein, shall be in writing.
- (b) Notices may be given or made by post, telegram, facsimile, personal delivery or such other mode as may be allowed by the Bank. Notices shall be issued by or on behalf of the Bank (including computer generated notices/statements that do not require any signature) to the Customer at the Customer's address, facsimile number or electronic mail address as stated in the Facility application form or the last known address, facsimile number or electronic mail address notified by the Customer in writing. The Notices are deemed delivered to the Customer:-
- (i) in the case of post, two days after the date of posting notwithstanding the Notices are returned undelivered or unclaimed;
  - (ii) in the case of telegram, on the business day following the date of despatch;
  - (iii) in the case of facsimile on the day of transmission;
  - (iv) in the case of electronic mail or SMS, four (4) hours after the Bank sends it that the Bank has not received a failed or undeliverable message from the host provider of the recipient within the day of transmission;
  - (v) if delivered via the online banking inbox , 24 hours after the Bank sends it;
  - (vi) if published in daily newspapers , posted at any of the Bank's branches , the Bank's ATMs or on the Bank's website , at the time of publication or posting.
  - (vii) in the case of personal delivery, at the time of delivery.
- (c)
- (i) Notices by the Customer to the Bank shall be duly signed by the Customer or where permitted by the Bank, by the Customer's duly authorised signatory and served on the Bank at the address or facsimile number as notified in writing by the Bank from time to time.
  - (ii) Notices are deemed received by the Bank upon actual receipt of the same except where it is deemed necessary by the Bank to verify the Customer's identity or the source of the Notices. The Customer may be required to deliver at the Customer's own cost to the Bank such documentary evidence (including the actual or original Notices) as may be required by the Bank.
  - (iii) Where such verification is required by the Bank, the Notices are deemed received by the Bank only upon receipt by the Bank of such additional documentary evidence requested by it
- (d) The Customer agrees that the Bank may, at its sole discretion, record and monitor all oral and written communication with the Customer in such manner and at such times as the Bank deems fit.

- (e) For Customer who has subscribed to the SMS Alert Service which provides periodical updates on the balance outstanding ,arrears, and personal information regarding the Facility, the Customer agrees that the Bank is not liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from the SMS Alert Service, howsoever arising, and including any loss, damage or expense arising from ,but not limited to:
  - (i) any defect ,error ,imperfection, fault ,mistake or inaccuracy in any information from the SMS Alert Service, its contents or associated services; or;
  - (ii) due to any unavailability of the SMS Alert Service or any contents or associated services.
- (f) The Bank does not guarantee that any message or information from the SMS Alert Service will be sent to the Customer, nor does the Bank warrant the privacy and/or security of any message or information during SMS Alert Service transmission.
- (g) The Customer is solely responsible for ensuring that the Customer's personal details (including but not limited to the mobile phone number ) are set out in the application form truthfully and accurately
- (h) The Bank shall is not liable if the information or message is sent into a wrong mobile phone number due to and / or as result of any negligence , omission ,fraud , inaccurate and/ or incorrect information and / or misrepresentation provided and / or set forth by the Customer
- (i) Customer who is dissatisfied with the Bank's service may lodge a complaint to the Bank accordingly. Details on how and where to make a complaint can be obtained from any of the Bank's branches or at the Bank's website: [www.sc.com/my](http://www.sc.com/my).

#### 24. INDEMNITY

- (a) The Customer shall indemnify the Bank and hold the Bank harmless from and against:
  - (i) any losses;
  - (ii) damages;
  - (iii) expenses;
  - (iv) legal costs incurred by the Bank on a solicitor and client basiswhich the Bank may sustain, suffer or incur as a consequence of any claim by third party or any default in the payment of the Facility and profit margin thereon or any portion thereof or on account of the non-observance of all or any of the terms stipulations agreements and provisions on the part of the Customer contained herein.
- (b) Excluding those which occur due to the Bank's own error, the losses, damages and expenses and legal cost under Clause 24(a) shall include but not be limited to such amount as the Bank shall certify (such certification being accompanied by the basis and calculation of such amount and being conclusive and binding upon the Customer save for any manifest error).

#### 25. LATE COMPENSATION CHARGE

- (a) The Customer shall pay compensation of 1% per annum on the amount due accruing from the due date up to the date of settlement or such other rate as shall be stipulated by BNM from time to time.
- (b) In the event of non-payment (whether principal and/or/ profit) upon expiry of the tenure of the Facility, the Bank reserves the rights to impose the current prevailing rate based on the Islamic Interbank Money Market (IIMM) or any other rate as shall be stipulated by BNM from time to time on the amount(s) overdue, accruing from the due date up to the date of full settlement. Notwithstanding the above, the amount of compensation shall not be compounded.

#### 26. PAYMENT PROVISIONS

- (a) Place of Payment: All payments to be made hereunder by the Customer shall be made by the Customer in immediately available funds on the due date or dates to the Bank at the place of business of the Bank which the Bank may specify in writing from time to time, save and except for banking Facility(ies) granted to the Customer in foreign currency in which case the payments may be

made in the currency in which such banking Facility(ies) was given, subject to the compliance of any foreign exchange laws and regulations to which the Bank and the Customer are subject.

- (b) Business Day: If any sum becomes due for payment under or pursuant to the Facility on a day which is not a Business day such payment shall be made on the next succeeding Business Day unless such next succeeding Business Day falls in another calendar month in which event such payment shall be made on the Business day preceding the due date.

## 27. GROSSING-UP OF PAYMENTS

If:

- (a) The Customer is required by law to make any deduction or withholding on account of any such tax or any other amount from any sum paid or payable by the Customer to the Bank under the Facility; or
- (b) the Bank (or any person on its behalf) is required by law to make any deduction or withholding from (except on account of tax on the overall net income of the Bank) any payment or calculated by reference to the amount of any sum received or receivable by the Bank under the Facility,

the Customer shall notify the Bank of any such requirement or any change in any such requirement as soon as the Customer becomes aware on it and shall:-

- (i) pay any such tax or other amount before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on the Customer) for the account of the Customer or (if that liability is imposed on the Bank) on behalf of and in the name of the Bank;
- (ii) pay such additional sum to the extent necessary to ensure that after the making of that deduction, withholding or payment the Bank receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what the Bank would have received and so retained had no such deduction, withholding or payment been required or made; and
- (iii) as soon as the Customer is required by law to do so, pay over to the relevant taxation or other authorities the full amount of the deduction or withholding which shall have been made by the Customer and as soon as possible thereafter, furnish to the Bank a copy of the official receipt in respect thereof in the name of the Bank, issued by the relevant taxation or other authorities and such other documentation as the Bank may reasonably require for the purpose of the taxation authorities of the Bank.

Where required by domestic or overseas regulators or tax authorities, the Customer consents and agrees that the Bank may withhold and pay out from the Customer's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

## 28. STANDING INSTRUCTIONS ACCOUNT

- (a) If the Customer has an existing savings account and/or current account ("Standing Instruction Account") with the Bank, the Customer must execute a Standing Instruction form at the relevant branch to effect the payment of the Personal Financing-i Monthly Instalment.
- (b) If the Customer has no existing savings and/or current account(s) with the Bank, the Customer must:
  - (i) open either a savings and/or current account at any one of the Bank's branches to be "Standing Instruction Account"; and
  - (ii) execute Standing Instruction form at the relevant branch to effect the payment of the Personal Financing-i Monthly Instalment.
- (c) In the event Clause 28(c) or Clause 28(d) applies, then once the Customer has complied with such applicable clauses, and unless otherwise instructed by the Customer in writing prior to disbursement, the Facility will be disbursed and deposited into the Customer's Standing Instruction Account.
- (d) The Customer must ensure that the Facility has been duly deposited into the Customer's Standing Instruction Account before attempting to withdraw the Facility. The Bank is not liable for any dishonoured cheques and/or any costs, damages, losses and/or expenses (whether direct or indirect) arising from and/or in consequence of such attempt and/or failure by the Customer to fully withdraw and/or utilise the Facility.

- (e) Payment of the Personal Financing-i Monthly Instalment starts one month after the disbursement of the Facility. Such payment must be made to the Bank on or before the due dates notified by the Bank to the Customer.
- (f) Such payment shall continue throughout the Tenure. For the avoidance of doubt, the Personal Financing-i monthly Instalment will become payable regardless of the fact that the Facility may not be fully withdrawn and/or utilized by the Customer.
- (g) The Customer is solely responsible for ensuring that the Customer's personal details are set out in the application form truthfully and accurately. The Bank is not liable if the Facility is deposited into a wrong account as a result of negligence, omission, or fraud, or any inaccurate or incorrect information and/or misrepresentation by the Customer.

## 29. SUCCESSORS BOUND

The Facility shall be binding upon the heirs estate personal representatives and successors in title of the Customer and on the successors in title and assignees of the Bank.

## 30. COMMITMENT TO GIVE IBRA' (Rebate)

- (a) The Bank commits to give to the Customer an Ibra' (rebate) of such amount of the outstanding *Purchase Price* and/or other monies remaining unpaid by the Customer(s) in accordance with methods and formula adopted by the Bank or such other methods and formula approved by BNM in the event of early settlement. The Bank's calculation of such Ibra' (rebate) shall, save for manifest error, be treated as final and binding.
- (b) The Bank commits to grant Ibra' to the Customer in the following circumstances:
  - i) the Customer settles early or redeems the Facility by prepaying the Sale Price;
  - ii) the Facility is settled early or redeemed through a restructuring exercise over the Facility;
  - iii) the Facility is terminated early or cancelled due to occurrence of an Event of Default specified in the terms and conditions applicable to the Facility;
  - iv) the Facility is terminated early or cancelled (not due to occurrence of an Event of Default) before the maturity date of the Facility; and
  - vi) any other circumstances as approved and instructed by BNM.

## 31. BANK AS AGENT/WAKIL

### (a) Duties and Responsibilities as an Agent under the Agency

- 1. The Bank is disclosing that it is acting as an agent/wakil for all financing customers, but reserves the right not to disclose the details of its principal to any third party; and:
  - (i) be authorised to sign and execute all documents and do all acts and observe and perform all obligations required to be done in connection with these Standard Terms and Conditions, or imposed under any agreement of sale of the Commodity to a third party;
  - (ii) be required to do all the administration regarding the holding and the selling of the Commodity as well as the insurance/takaful thereof.
  - (iii) shall not be under a duty to disclose and/or provide any documents to the Customer in relation to its duties as agent in these Standard Terms and Conditions;
  - (iv) may sell the Commodity to a third party provided that the third is not the Bank itself or the original commodity broker;
  - (v) the appointment of the Bank in these Standard Terms and Conditions shall be limited to a single transaction, in terms of which the Commodity shall be sold in its entirety in a once-off transaction (and not in part) and, once the Bank has fulfilled this mandate, its mandate in terms hereof shall cease and the agency shall be deemed completed and both the bank and customer are free from any contractual obligation under the agency;

- (vi) the appointment of the Bank as Agent/Wakil shall not create or be deemed to create a partnership or a joint venture between the parties; and
- (vii) in the execution of the Bank's appointment as the Customer's Agent/Wakil, the Bank shall endeavour to act as if acting for its own account and shall take all necessary measures to protect the Customer rights and interests and will not do or omit to do anything which would be inconsistent with the Bank's obligations and responsibilities under these Standard Terms and Conditions.
- (2) In the event of misconduct, negligence or breach of specified terms contained herein made by the Bank acting as Agent/Wakil, the Bank shall be liable and shall compensate for loss or damage including any actual cost suffered by the Customer. Termination of the Bank's responsibilities as Agent/Wakil shall occur under any of the following circumstances:
  - (i) dissolution or loss of legal capacity of the Bank;
  - (ii) the Bank and Customer mutually agree to terminate the Wakalah contract;
  - (iv) the Customer exercises the option to terminate the Wakalah contract due to misconduct, negligence or breach of specified terms of the contract by the Bank; or
  - (v) the Bank withdraws from the Wakalah contract due to breach of specified terms by the Customer.
- (3) Upon dissolution of the Wakalah contract, any Commodity entrusted with the agent/wakil shall be returned to the Customer.

**(b) Proceeds of Sale of the Commodity**

- (i) The Bank shall sell the Commodity and obtain immediate payment of the *Facility Amount* free from any set-off, deduction, withholding or counterclaim in immediately available and freely transferable funds for good value on the due date thereof.
- (ii) The proceeds of any sale of the Commodity due to the Customer shall be paid by the Bank into the Customer's account as per the details under Customer Account Details, once the Bank has finally received confirmation of receipt of payment from the purchaser of the Commodity.
- (iii) In the event of the Bank obtaining payment of the *Facility Amount* in a currency other than Ringgit Malaysia the Bank shall exchange it into Ringgit Malaysia at the prevailing market exchange rate quoted by the Bank's treasury division for purchasing Ringgit Malaysia with the *Facility Amount* currency and any currency loss or gain in this regard shall be for the account of the Customer.

**(c) Warranties, Representations and Indemnity**

- (i) The Commodity shall be received and sold in its present state and condition with no warranty or representation whatsoever in connection with the Commodity to any third party and/or purchaser thereof.
- (ii) The Bank shall be indemnified from and against all actions, claims, proceedings, direct actual costs, liabilities and/or expenses whatsoever and howsoever arising as a consequence of it acting as the Customer's undisclosed agent and such costs, liabilities and/or expenses shall be immediately paid by the Customer upon the Bank's demand.
- (iii) The Bank shall not be liable to remunerate or reimburse the Customer for any sum or have any other obligation arising by reason of the agency relationship mandated hereby.

**(d) PREPAYMENT/EARLY SETTLEMENT**

- (i) The Customer may prepay the whole of the Facility or such lesser amount thereof with one (1) month's prior written notice as specified by the Bank, subject to applicable early settlement charges as permitted by BNM.
- (ii) All prepayments received by the Bank shall be applied by the Bank in or towards payment and satisfaction of the Facility in the inverse order of maturity.
- (iii) Unless notified otherwise by the Bank to the Customer, no amount prepaid may be redrawn for subsequent financing.



- (iv) If the amount prepaid may be redrawn, such amount redrawn shall be subject to the available limit of the Facility, and subject to such further reduction or revision as solely decided by the Bank.

**[End of clauses]**