



RHB ISLAMIC BANK BERHAD
200501003283 (680329-V)

FOR NON-PROPERTY FINANCING
CMOD-i COLLATERALIED BY ASB/ASM2W CERTIFICATE

**STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB ISLAMIC BANK BHD ("THE BANK")
FORMING PART OF THE BANK'S LETTER OF OFFER**

1. PROFIT RATE(S)/BANKING CHARGES/OTHER CHARGES

(a) **PROFIT**

You shall pay all monies due and payable by you with regards to the Deferred Sales Price and all monies outstanding to the Bank in relation to the Banking Facility and any other charges payable in relation to the Banking Facility at such rate as may be stipulated or prescribed and notified by the Bank at any time and from time to time. The profit payable by you for the time being in respect of the Banking Facility is as specified under the column Effective Profit Rate. Profit at the aforesaid rate shall be payable by you both before and after any judgement or order of court.

(b) **VARIATION OF PROFIT**

(i) The Bank may at its discretion and at any time vary the Bank's SBRI and/or the Effective Profit Rate imposed above the Bank's SBRI in the following manner:

- (a) In respect of the Bank's SBRI, by displaying at the Bank's premises a general notice on the change in the Bank's SBRI addressed to the public generally and such display will be deemed to be an effective notice on you, or by any other methods deem fit and proper by the Bank; and
- (b) In respect of the change in the Profit Rate/Commission imposed above the Bank's SBRI, by serving a notice in writing to you at least seven (7) calendar days before the effective date of such change on the rate(s), and such notice will be deemed to have been sufficiently served on you if sent by hand or by ordinary mail to your last known place of residence/ business or to your address as stated in this Letter of Offer.

The Bank may at any time at its discretion with prior written notice to you change the fundamental basis of calculation of the prescribed rate (whether the SBRI or any other basis). In any case, the effective date of the change in the Bank's SBRI and/or Profit Rate/Commission imposed above the Bank's SBRI will be the date specified in the notice or in the display at the Bank's premises.

(ii) **CONTRACTED PROFIT RATE ("CPR")**

CPR will be used to calculate the total Murabahah Profit. In any cases where the effective rate is more than 10.25% p.a., you will only be charged a maximum rate of the CPR. The Murabahah Profit which forms part of the Deferred Sale Price shall be an amount equivalent to 10.25% per annum on the full Commodity Purchase Price applicable for the entire duration of the Murabahah Period ("**Contracted Profit Rate**") based on Straight Line Method.

Straight Line Method means profit is determined by multiplying the daily profit rate by the principal by the number of days that elapse between payments.

2. FLOOR RATE FOR THE BANKING FACILITY

The Bank may, with written notice to you,

- (a) impose a floor rate as the Bank may at any time at its discretion stipulate on the portion of the Banking Facility as unutilised by you up to the aggregate approved limit, commencing from the date when the Banking Facility is made available to you for utilisation;
- (b) You shall pay the Bank a Floor Rate of one per cent (1%) per annum via the Ibra' mechanism as stated in the **Rebate (Ibra')** Clause 8 below or such other rate permitted by BNM as the Bank may at its discretion stipulate in writing from time to time on the total/accumulative Banking Facility granted exceeds RM250,000.00 within the Bank as shall be unutilised by you up to the aggregate approved limit at any time and from time to time, commencing from the date when the Banking Facility is made available to you for utilization and the Bank shall be entitled to debit the Floor Rate into your current or CMOD-i or any other account at the end of each month.

3. COMPENSATION CHARGES ON EXCESS AMOUNT

Without affecting any of the Bank's rights and remedies as set out in this Letter of Offer:

- (a) If you fail to pay on the due date any moneys payable in respect of the Banking Facility, you must pay to the Bank compensation charges at one per cent (1%) per annum on the overdue amount, calculated from the due date until the date you pay such outstanding amount; and



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- (b) the Bank will not permit any excess/temporary overdrawn above the limit approved in this Letter of Offer. However, if any amount utilized in excess of the CMOD-i facility limit ("**Excess Amount**") (due to, for example, profit accumulation or the expiry of the Banking Facility), shall be treated as a loan from the Bank based on the Shariah principle of Qard and shall be payable immediately by you, or not later than the seventh (7th) calendar day from the date the Excess Amount was utilised.

In the event, the Excess Amount remain unpaid after the seventh (7th) calendar day from date the Excess Amount was utilised, it is agreed that you shall pay the Bank, by way of compensation (ta'widh), an additional sum equivalent to the BNM's prevailing Islamic Interbank Money Market Rate on the Excess Amount from the eighth (8th) calendar day from the date of utilisation of the Excess Amount until date of full payment and/or settlement, PROVIDED ALWAYS, that the ta'widh rates may be varied by the Shariah Advisory Council of Bank Negara Malaysia or the Shariah Committee of the Bank from time to time (by giving twenty one (21) calendar days' prior written notice to the Customer, unless otherwise stipulated by law or any regulatory authority having jurisdiction over the Bank), and upon receipt of the variation, the ta'widh shall be applied in such manner as approved by the Shariah.

4. PAYMENT OF THE DEFERRED SALE PRICE

The payment of the Deferred Sale Price shall be made in such manner specified in the Letter of Offer. Despite any provisions in the Letter of Offer, you agree to pay and/or pay the Bank all the Banking Facility together with all monies due under such Banking Facility immediately upon any written demand being made by the Bank, which written demand may be made by the Bank at any time and from time to time irrespective of whether or not an event of default has occurred or is continuing.

5. SECURITY

The Banking Facility is made available to you subject to you providing the securities set out in this Letter of Offer. The Bank may, with prior written notice to you and by stating reasons in such written notice, request for any other relevant security arrangement as required by the Bank from time to time.

6. CONDITIONS PRECEDENT

The Banking Facility will be made available for your utilisation on the fulfillment of the following conditions precedent:-

- (a) The Bank must receive your acceptance of this Letter of Offer. In addition, all security documents must be signed by you (and/or the relevant party providing security for the Banking Facility) within one (1) month of your acceptance of this Letter of Offer (or within such extended period of time as the Bank may agree). If you fail to sign such security documents, the Bank may cancel the Banking Facility with prior written notice to you. Any cost(s) and expenses whatsoever incurred by the Bank arising from this cancellation is to be paid by you. The Bank may with written notice to you, recover all such cost(s) from you.
- (b) The Bank is satisfied that no event of default as stated in these Terms and Conditions has occurred that cause the Banking Facility to become immediately payable, and no event of default stated in this Terms and Conditions has occurred or is threatened.
- (c) The Bank is satisfied that no extraordinary circumstances, government action or other material adverse change or event has occurred, which in the Bank's opinion affects your ability and/or the ability of any party providing security for the Banking Facility ("the Security Party") to observe and perform your/their obligations as stated in this Letter of Offer or in the security documents.
- (d) You have paid all fees or charges payable or agreed to be paid by you to the Bank in connection with the Banking Facility.
- (e) The Banking Facility can be drawdown or utilised on fulfillment of such conditions precedent as the Bank may require, and subject to the Bank being satisfied that there are no material changes affecting your financial conditions.

7. EVENTS OF DEFAULT

All monies outstanding and payable under the Banking Facility together with profit must be immediately paid by you on demand made by the Bank or on the occurrence of any of the following events:-

- (a) You fail to pay on the due date, any money payable under the Banking Facility;
- (b) You fail to observe or perform any of the agreements covenants stipulation terms and/or conditions relating to the Banking Facility;
- (c) Any of your indebtedness may be declared due prematurely because you fail to pay such indebtedness. Or, if



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- you fail to pay such indebtedness on the due date for such payment (or if due on demand, when demanded). Or, if the security for any such indebtedness becomes enforceable;
- (d) You enter into any arrangement or composition with your creditors;
 - (e) If any legal proceedings, suits, or actions, are instituted against you, which in the Bank's opinion would materially and adversely affect your ability to perform and observe your/its obligations in this Letter of Offer;
 - (f) You commit any act of bankruptcy, or become bankrupt, or enter into any composition or arrangement with or for the benefit of your creditors, or allow any judgment against you to remain unsatisfied for a period of fourteen (14) days;
 - (g) You become insane or dies;
 - (h) Any of the security documents given to the Bank is or becomes, invalid or unenforceable; or
 - (i) If the Bank in its discretion, consider that the Banking Facility or any of its security or its security position to be in jeopardy;
 - (j) If the Bank considers that the Banking Facility, or any of its security, or its security position, is in jeopardy.
 - (k) If in the Bank's opinion your account(s) with the Bank has/have been unsatisfactorily conducted; or
 - (l) For Amanah Saham Bumiputera (ASB)/Amanah Saham Malaysia 2 - Wawasan (ASM2W) Financing Facility:
 - (i) A written notice will be issued by the Bank if you fail to make the monthly payment of two (2) months consecutively.
 - (ii) You are given fourteen (14) days from the day of such notice to pay the outstanding payments.
 - (iii) If you fail to make such payments after the expiry of fourteen (14) days, the Bank may liquidate the ASB/ASM2W share certificates without any further reference to you in the event of default.

8. IBRA' (REBATE)

The Bank must grant ibra' (rebate) on any amount payable by you in respect of any payment due under the Banking Facility in any of the following situations:

- (a) you make an early settlement or early redemption including prepayment;
- (b) settlement of the Banking Facility due to any financing restructuring exercise by you;
- (c) settlement by you on occurrence of an Event of Default;
- (d) settlement by you due to termination or cancellation of the Banking Facility before the expiry of the Tenure; and
- (e) if the Banking Facility is based on variable rate, on the difference between the amount of profit based on the Effective Profit Rate and the Ceiling Profit Rate (if any). The ibra' (rebate) will be granted if the Effective Profit Rate is lower than Ceiling Profit Rate.

ibra' (rebate) = *Remaining Unearned Profit - Early Settlement Charges (if any).

**Remaining Unearned Profit is equal to unrealised profit at the time of full settlement.*

The calculation of ibra' (rebate) will be made in accordance with any rules, regulations and/or directives, required of or imposed on the Bank by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.

The ibra' (rebate) will only be deemed granted on receipt of the settlement sum as determined by the Bank.

9. COMPENSATION FOR LATE PAYMENT (TA'WIDH)

The Bank has the right (with written notice to you) to impose compensation for late payment (Ta'widh) as follows:

- (a) for your failure to pay any amounts of monthly payment under the Banking Facility on the due date of payment, you must pay compensation charges to the Bank on the overdue amount, based on the following formula or any other method approved by Bank Negara Malaysia:
Compensation Charges = Overdue Amount x 1% (Compensation Rate for Late Payment) x (No. of Days Overdue/365).
- (b) for your failure to pay any amount overdue and which failure continues beyond the tenure of the Banking Facility, the compensation rate applicable is the Bank Negara Malaysia prevailing Islamic Money Market Rate on the overdue amount or any other method approved by Bank Negara Malaysia; and
- (c) the amount of such compensation must not be compounded.
- (d) The compensation for late payment at the rate specified above must be paid by you before as well as after any judgment or order of court.



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10. COMMODITY MURABAHAH TRANSACTION

10.1 Commodity Supplier/Broker

As agreed by the Bank.

10.2 Commodity

Any commodity or asset as determined by the Bank which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from the Bank as to the quality, condition, quantity and description, and without the Bank being liable for any loss, damage or deterioration.

Among the commodities used are Aluminum metal, Crude Palm Oil (CPO), plastic resin, or combinations of existing commodities or other commodities as specified in the commodity trading certificate.

10.3 Brokerage Fee

Absorbed by the Bank.

10.4 Bank's appointment as Customer's Agent.

- (a) You agree to appoints the Bank as the agent (*wakil*) to perform the Commodity Murabahah via Tawarruq Transactions, for and on behalf of the you relating to the sale and purchase of commodities and shall not revoke the appointment of the Bank as Customer's Agent as long as the Banking Facility remains available. The appointment of the Bank as Customer's Agent of the Customer shall cease upon recall or termination or expiry of the Banking Facility.
- (b) The Bank will purchase the Commodity at a purchase price equal to the Banking Facility Amount (as stated in this Letter of Offer) and after receiving ownership of the Commodity, the Bank will sell the Commodity to the Bank (as the Customer's agent) at the Deferred Sale Price as explained in **Clause 4** in this Standard Terms and Conditions.
- (c) After the Commodity has been purchased pursuant to **subclause (b)** above, you has the right to take delivery of the Commodity. Should you choose to exercise this right, you shall notify the Bank immediately and pay the Selling Price of the Commodity in cash to the Bank. Thereafter, you further acknowledges and agrees that pursuant to you exercising the right to take delivery of the Commodity purchased, any costs and expenses incurred by the Bank to deliver such Commodity to you shall be at your cost and expense.
- (d) If you do not exercise such right, the Bank shall deem that you agrees for the Bank to continue and act as the Customer's agent in further dealing with the Commodity in the manner set out in **subclause (e)** below.
- (e) If you chooses not to accept delivery of the purchased commodity, the Bank acting as the Customer's agent will sell the purchased Commodity on behalf of you at a price equal to the Banking Facility's Amount in accordance with the terms of immediate payment and pay the proceeds to you or any third party in accordance with the purpose of the Banking Facility.
- (f) You agree that you may not revoke the appointment of the Bank as the Customer's agent as long as the Banking Facility is provided to you remains available. The Bank, as the Customer's Agent, shall act as the Customer's undisclosed agent and shall be authorised to delegate its rights and duties as such agent to any third party to do all acts necessary for the completion of the required transactions.
- (g) All the Customer's Agent actions shall remain binding on you and shall not be affected by any event taking place which may have the effect of revoking the appointment unless the Customer's Agent has actual knowledge of such event. In consideration of the Bank acting as the Customer's Agent, you shall indemnify the Customer's Agent against all actions, claims, demands, liabilities, losses, damages, costs and expenses which the Customer's Agent may sustain or incur as result of acting as the Customer's Agent save and except where such actions, claims, demands, liabilities, losses, damages, costs and expenses arise from the gross negligence, willful misconduct, willful default or fraud of the Customer's Agent.
- (h) These commodity transactions are made using a commodity trading platform that allows Tawarruq-based commodity purchase and sale transactions to be carried out and which has been approved by the RHBIB Shariah Committee. Current commodity transactions are using the DDCAP Group platform and are subject to change from time to time.

10.5 Commodity Purchase Order



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You hereby agree to:

- (a) place an order and request the Bank to purchase the Commodity at the Commodity Purchase Price as stated in the Banking Facility Amount in this Letter of Offer.
- (b) acknowledge that the purchase of the Commodity by the Bank is at your request and you irrevocably and unconditionally undertake to purchase the Commodity from the Bank after the Bank has purchased the Commodity from the Commodity Supplier. In the event you breach your aforementioned promise to purchase the Commodity, you undertake to indemnify the Bank for actual losses, costs, expenses or damages that the Bank may suffer or incur as a result of the Bank relying on your instructions herein.
- (c) your request is also applicable to five (5) years renewal upon expiry of Commodity Murabahah period, unless the Banking Facility is terminated by the Bank or you opt not to renew the Banking Facility.

10.6 Terms of Agency

The Agency is subject to the terms as follows:

- (a) The Agency must not be revoked so long the Banking Facility remains outstanding.
- (b) All the Bank's actions as the agent under the Agency will remain binding on you and not be affected by any event taking place which may have the effect of revoking the Agency.
- (c) In consideration of the Bank acting as your agent, you must indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses, which the Bank may sustain or incur as result of acting as his/her agent, except if such actions, claims, demands, liabilities, losses, damages, costs and expenses are due to any error, omission, misrepresentation, ta'addi (misconduct), taqsir (negligence) or mukhalafah al- shurut (breach of specified terms) by the Bank.
- (d) Pursuant to the above, the Bank is authorized to conduct all requisite transactions pertaining to the Agency on your behalf.

10.7 Dissolution and Completion of Agency ("Wakalah")

- (a) The appointment of the Bank as Customer's Agent shall dissolve under any of the following circumstances:
 - (i) demise, dissolution or loss of legal capacity of the principal;
 - (ii) demise, dissolution or loss of legal capacity of the Agent if the Wakalah contract stipulates that the task shall be personally performed by the Agent;
 - (iii) the principal loses his right to the subject matter of the Wakalah;
 - (iv) both contracting parties mutually agree to terminate the Wakalah contract;
 - (v) the principal exercises the option to terminate the Wakalah contract due to misconduct, negligence or breach of specified terms of the contract by the Agent; or
 - (vi) the Agent withdraws from the Wakalah contract due to breach of specified terms of the contract by the principal.
- (b) The completion of Wakalah shall take effect upon fulfilment of all obligations of the contracting parties under the Wakalah contract.

10.8 Roles and Responsibility of Contracting Parties

- (a) The Customer's Agent is irrevocably authorised by the Customer to do, among other things, the following:
 - (i) to enter into the Commodity Sale
 - (ii) take possession (physical or constructive) of the Commodity;
 - (iii) sell the Commodity to any third party at the Commodity Purchase Price as evidenced by Sale Document;
 - (iv) receive payment of the Commodity Purchase Price on behalf of the Customer; and
 - (v) deliver possession of and title in and to the Commodity to a purchaser of the Commodity.
- (b) In discharging its duties, the Customer's Agent shall be authorized to do, among other things, the following:
 - (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 the Commodity Murabahah via Tawarruq



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- Transaction(s), or imposed under any agreement of sale of the Commodity to a third party as consented by the Customer; and
- (ii) be required to do all the administrative duties regarding the holding and the selling of the Commodity.

10.9 Method of Financing

The Banking Facility is granted in accordance with the Shariah contract of Commodity Murabahah via Tawarruq arrangement as follows:

- (a) On acceptance of this Letter of Offer, you will appoint the Bank as agent (wakeel) to perform the Commodity transactions on your behalf, as follows ("Agency"):
- (i) as agent to purchase commodity from the Bank in accordance with Murabahah sale at a sale price which consists of Banking Facility amount and profit margin ("Sale Price"); and
 - (ii) as agent to sell commodity to commodity broker at a purchase price equivalent to Banking Facility amount ("Purchase Price").
- *"Murabahah sale" is an arabic term that describes a sale in which the purchaser knows the cost and profit of the underlying commodity.
- The appointment of agency (as referred to in this Clause 10.4(a)) is completed by your acceptance of this Letter of Offer.
- (b) You will request the Bank to purchase commodity from commodity supplier (as referred in this Clause 10.5).
- (c) As requested by you, the Bank will purchase commodity from commodity supplier ("Bank's Purchase").
- (d) On completion of the Bank's Purchase, the Bank will sell the Commodity to the Bank (acting as your agent) at the Sale Price payable by you to the Bank on deferred payment term ("Customer's Purchase"). The Customer's Purchase will be completed by the Bank issuing the Bank's Acceptance and Offer and by the Bank (acting as your agent) issuing the Customer's Acceptance on acceptance of this Letter of Offer
- (e) On completion of the Customer's Purchase, the Bank (acting as your agent) will sell the Commodity to a commodity broker at the Purchase Price ("Customer's Sale"). The Bank will utilize the proceeds for the purpose of disbursement of the Banking Facility for your benefit. The Customer's Sale will be completed by the Bank (acting as your agent) and the commodity broker respectively issuing the Sale Documents on acceptance of this Letter of Offer.

10.10 Terms of Murabahah Sale

- (a) The commodity transaction as referred to in Clause 10.7 above (Method of Financing) ("Commodity Transaction") must be governed by the terms and conditions of the commodity transaction documents as referred to in Clause 10.7 above (Method of Financing) ("Commodity Transaction Documents").
- (b) You will obtain such title to the Commodity as the Bank receives from the commodity supplier. The Bank must not be deemed to give any warranty or representation (express or implied), whether arising by law or by statute and, without limiting this Clause 10.8(b), any such warranty or representation by the Bank is expressly excluded to the full extent permitted by law.
- (c) You must pay to the Bank the Brokerage Fee before each Commodity Transaction. Alternatively, the Bank is authorized by you to deduct (with written notice to you) the Brokerage Fee from your bank account.
- (d) On completion of the Commodity Transaction Documents and subject to fulfilment of the Conditions Precedent, the sale proceeds as referred to in Clause 10.7(e) above will be deposited/credited into your account and/or paid to other party as acceptable to the Bank for your benefit, and such deposit/credit/payment is deemed to be a full disbursement of the Banking Facility.
- (e) If you intend to take of the Commodity (instead of selling the Commodity to a commodity broker as referred to in Clause 10.7(e) above), you acknowledge and agrees that you must indicate in writing of such intention not later than three (3) days from the date of acceptance of this Letter of Offer, failing which it is deemed that you have agreed to the method of financing set out in this Letter of Offer. You further acknowledge and agrees that pursuant to you indicating in writing of its intention to take delivery of the commodity, the Bank may review such request and provide its terms and conditions in respect of and/or arising from your intention to take delivery of the



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commodity, and such terms and conditions of the Bank must then be accepted by you before the Bank purchases the commodity. You further acknowledges and agrees that pursuant to you exercising your right to take delivery of the Commodity purchased, any and all costs and expenses incurred by the Bank to deliver such Commodity to you shall be at your cost and expense.

10.11 Risk in Commodity

All risks in the commodity are passed to you immediately at the time when the Customer's Purchase is effected, being the time the Bank (acting as your agent) execute the Customer's Acceptance.

10.12 Warranties in Commodity Transaction

- (a) You acknowledge that:
 - (i) the commodity is sold on an "as is where is" basis and free from encumbrances;
 - (ii) there is no representation or warranty from the Bank on the quality, condition, quantity and description of the commodity, and the Bank is not liable for any loss, damage or deterioration of the commodity; and
 - (iii) it waives any claims which it may have against the Bank in respect of any loss or damage which it, or its officers, employees or agents, may suffer (due to, or arising out of or in connection with this Letter of Offer or any Commodity Transaction Documents), in connection with or arising from any Commodity Transaction and/or purchase of commodity from the commodity supplier, except if such loss or damage is due to any error, omission, misrepresentation, ta`addi (misconduct), taqsir (negligence) or mukhalafah al-shurut (breach of specified terms) by the Bank.
- (b) You agree that if you request for the Bank's assistance in selling the Commodity to the commodity broker, you authorize the Bank to take all necessary actions to facilitate the selling of the commodity to the commodity broker, including the authority to send and/or receive notices in relation to the Commodity Transaction on your behalf.

10.13 Commodity Transaction Limitation

The Bank's obligation to accept a Commodity Purchase Order and enter into a Commodity Transaction is subject to:

- (a) the Bank being satisfied that no circumstances exist and no event has occurred, which jeopardises the Bank's security and/or which renders the Banking Facility immediately payable, and that no Event of Default has happened and is continuing;
- (b) the representations and warranties set out under the Banking Facility are true and correct in all respects, as if made on the date on which the Commodity Purchase Order is delivered to the Bank, and as if repeated by reference to the existing circumstances;
- (c) no extraordinary circumstances or change of law or other government action have occurred, which materially and adversely affects you or the Security Party(ies)' ability to perform their respective obligations under the provisions of the Commodity Transaction Documents;
- (d) availability of commodity and the Bank's fund;
- (e) receipt by the Bank of a duly completed Commodity Purchase Order; and
- (f) the proper conduct of your account and satisfactory utilisation of the Banking Facility.

11. ILLEGALITY

If the Bank determines that any law, regulation or official directive is introduced or varied or there is any change in the interpretation or application of such law, regulation or official directive, that makes it unlawful for the Bank to maintain, fund or give effect to its obligations under the Banking Facility, the Bank will then immediately give notice of such termination to you, following which the Banking Facility will be cancelled, and you must immediately (on notice from the Bank) pay all monies outstanding under the Banking Facility together with profit and all other monies agreed to be paid by you under the Banking Facility.

12. IRREVOCABLE RIGHT TO DEBIT ACCOUNT

You are encouraged to maintain a savings/current account with the Bank, and you irrevocably and unconditionally authorise the Bank at any time, to deduct your account for:-



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- (a) any payment of principal or profit due under the Banking Facility; and
- (b) with written notice to you, all expenses, duties, fees and other sums due and payable arising from the Banking Facility including service charges, charging of floor rate and takaful contribution.
- (c) In any case no such deduction is deemed to be payment of the amount due (except to the extent of any amount in credit in your current or other accounts) or deemed to be a waiver of an event of default.

13. INCREASED COST

If the Bank determines that,:

- (a) any law, order, regulation or official directive is introduced or varied, or
- (b) any change in the interpretation or application of such law, order, regulation or official directive by any competent authority, or
- (c) any compliance with any request from Bank Negara Malaysia or other authority, will result in any of the following:
 - (i) the amount received or receivable by the Bank will be reduced, in respect of the Bank making or continuing to make available the Banking Facilities or the effective return to the Bank under the Banking Facility, or
 - (ii) the Bank will be required to pay (except tax payment on our overall net income) or not to claim any profit or other return, or calculated based on any sum received or receivable by the Bank from you under the Banking Facility, then the Bank must notify you of the circumstances leading to the Bank's determination and :-
 - (i) you must on demand pay to the Bank, such reasonable amounts as the Bank may at any time notify you to be necessary to compensate the Bank for such additional cost, reduction, payment or unclaimed profit or return. In any case, nothing in this Letter of Offer will prevent you from taking all steps to mitigate the effect of such increased cost; and
 - (ii) at any time later, so long as the circumstances giving rise to the obligation to make the compensating payment continue, you may on giving the Bank not less than thirty (30) days' notice, cancel the Banking Facility.

14. MARKET DISRUPTION

If in the Bank's opinion, there is a change (since the date of this offer) in the national or international monetary, financial, economic or political conditions, or in the currency exchange rates or exchange control, which would render the Banking Facility commercially impracticable or impossible, the Bank must notify you of such change, and:-

- (a) while such circumstances exist, no utilisation of the Banking Facility will be allowed; and
- (b) the Bank will negotiate in good faith for an alternative basis acceptable to the Bank for continuing the Banking Facility; and
- (c) unless such circumstances cease to exist or such an alternative basis acceptable to the Bank is achieved within thirty (30) days after the giving of such notice, the Banking Facility will be cancelled.

15. AVAILABILITY OF FUNDS/REVIEW

The Banking Facility is made available subject to availability of funds to the Bank and to the Bank's discretion to review the Banking Facility at any time. The Bank may at any time (with prior written notice to you) terminate or withdraw the Banking Facility if the Bank is of the view that there are grounds for such termination or withdrawal. The Bank will keep you informed of such grounds which permit the Bank to terminate or withdraw the Banking Facility.

16. REVIEW

The Bank may review the Banking Facility at any time, and nothing in this Letter of Offer is deemed to impose on the Bank any obligation to make or to continue to make available the Banking Facility.

17. WAIVER AND INDULGENCE

- (a) You agree that the Bank may at its discretion waive wholly or partly any terms or conditions in this Letter of Offer, without affecting the Bank's rights and remedies under the Banking Facility;
- (b) You agree that if the Bank does not exercise its rights or remedies under the Banking Facility fully or at any given time, the Bank may still exercise such right or remedy at a later time.

18. ISLAMIC FINANCIAL SERVICES ACT 2013 ("IFSA")

The granting of the Banking Facility to you is on the condition that the Bank will not breach or contravene any law, legislation or regulation, including the provisions of the IFSA. In particular, you must declare to the Bank that you are not directly related as a spouse, child or parent to any of the directors, officers or employees of the RHB



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Banking Group. If any such relationship is established or discovered now or in future, the Bank may (with prior written notice to you) terminate and recall the Banking Facility.

19. DISCLOSURE OF CUSTOMER INFORMATION

You understand that RHB Banking Group ("Bank") will use, collect, record, store, share and/or process your personal information, including, without limitation:

1. personal information including your particulars, images and biometrics (the measurement and analysis of unique physical or behavioural characteristics (such as fingerprint or voice patterns) especially as a means of verifying personal identity)
2. financial data, tax residency
3. specimen signatures, as well as, digital or electronic signatures as defined under the applicable laws and regulations
4. financial standing, employment details, creditworthiness and/or suitability for any Bank's products/services applied for
5. personal information that you provide when you apply for any of our products and services, including your views or opinions made known to the Bank via feedback or surveys;
6. information about your risk profile, investments, tax and insurance/takaful, investment objectives, knowledge and experience and/or business interests and assets
7. information relating to your activities, habits, preferences and interests arising from the use of products and services of the Bank
8. other electronic data or information relating to you such as IP addresses, cookies, activity logs, online identifiers and location data through your usage of our products and services or as part of their delivery to you

and other information relevant to you/your application for the product and / or service which:

1. you have provided in this form or through any other contact with the Bank (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
2. has been obtained from analysis of your payment and other transactions/services within the Bank, or
3. has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations
4. has been obtained from recordings of Closed Circuit Television (CCTV) installed at our premises including the branches located within or outside Malaysia
5. has been obtained from insurance/takaful claims or other documents; and/or
6. has been supplied and/or collected when you visit the Bank websites and/or download Bank's mobile device applications which may include your device's IP address or from data that is collected via cookies.

You expressly hereby agree, consent to and authorize the Bank to disclose any information relating to you, your affairs and/or any accounts, products and/or services provided by the Bank to you to:

1. third parties such as service providers, merchants and strategic partners, contract for services (CFS) staff, auditors, legal counsel, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank.
2. the entities and/or other companies within the corporate group of the Bank
3. any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
4. any company and/or organization that assists or facilitates the processing and/or fulfillment of transactions or instructions that I/we have requested and/or given to the Bank;
5. any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the account;



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for any and/or all of the following purposes, if applicable:

- (a) facilitating the business, operations, provision of the financial product/facilities and performance of the contract, services granted or provided by the Bank;
- (b) providing this product and/or service and notifying you about important changes or developments to the features;
- (c) updating and managing the accuracy and completeness of the Bank's records;
- (d) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- (e) assessment and analysis including credit, lending/financing, insurance/takaful risks and/or other risk purposes, behavior scoring, mining, profiling, data analytics, due diligence, market and product analysis and/or market research;
- (f) communications and ensuring Customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- (g) determining the amount of your indebtedness and recovering debt that you owe to the Bank;
- (h) maintaining your credit history for present and future reference;
- (i) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank to evaluate your transactions which are intended to be the subject of the assignment, participation or sub-participation;
- (j) for the Bank's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of you may be captured and may be used for the Bank's publications;
- (k) protecting the Bank's interests; or
- (l) all other purposes which are ancillary to or related with any of the above.

You understand and agree that:

- 1. the consent given above cannot be withdrawn where such disclosure of your information is necessary for the provision / operation of the account, product and/or service or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements in where without such information the Bank will not be able to offer product/ service requested by you.
- 2. Where you have provided the Bank with sensitive personal information (in particular, information consisting your physical/mental health for applications of insurance/takaful products/services), you provide consent for the Bank to process the same in the manner described pursuant to the personal data requirements under the Personal Data Protection Act 2010 and applicable guidelines including BNM Guidelines as may be issued from time to time.
- 3. The Bank may modify or update its Disclosure of Customer Information from time to time, a copy of which is available at www.rhbgroup.com.
- 4. You may exercise your options in respect of receiving marketing materials (including cross-selling, marketing and promotions) by visiting the branch or contact RHB Customer Contact Centre (03-9206 8118).

20. DUTY TO VERIFY STATEMENTS OF ACCOUNTS

You must verify all statements of accounts sent to you by the Bank and immediately inform the Bank within fourteen (14) calendar days of the statement date if there is any discrepancy in such statements of accounts, and if you fail to do so then such statements of accounts will be deemed to be conclusive and binding against you.

21. STATEMENT BY BANK

- (a) The certificate of the Bank as to the amount outstanding, due and payable, will be final and conclusive and not (except for manifest errors) be questioned on any account.
- (b) If you have selected for e-Statement in the Statement Type, you acknowledged that you have read, agreed to and understand the contents stipulated in the Electronic Statement User Agreement - Terms & Conditions ("e-Statement T&C") and you agreed that you will be bound by such e-Statement T&C. You may view the e-Statement T&C by visiting www.rhbgroup.com

22. SUSPENSE ACCOUNT

Any money received by the Bank in respect of the Banking Facility may be kept to the credit of a suspense account for so long as the Bank thinks fit up to a maximum period as allowed under the internal policy of the Bank without any obligation in the meantime to apply the same or any part of such money on or towards settlement of any liabilities



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due by you to the Bank.

23. BANKRUPTCY SEARCH

The Bank will conduct bankruptcy searches on you before the disbursement of the Banking Facility and at any time later. If any of the searches confirm that you/your guarantor(s) are declared bankrupt, or if there are any legal proceedings, suits, or actions, instituted against you or your guarantor, the Bank may, with prior written notice to you and by stating reasons in such written notice, withdraw, cancel, terminate and/or recall the Banking Facility.

24. SET OFF/COMBINATION OR CONSOLIDATION OF ACCOUNTS

The Bank may, by giving seven (7) calendar days prior written notice to you, deduct any money in any of your accounts with the Bank to pay any amount due and payable by you to the Bank. The Bank may at its discretion do anything to cause such deduction to be made under this clause (including making currency exchanges).

25. TERMS AND CONDITIONS RELATING TO BANKING FACILITY

- (a) You must open a current account (non-profit bearing) or you may use your existing current account (non-profit bearing) with the Bank and the Overdraft-i Facility must be utilised by drawing against such account.
- (b) Utilisation of the Banking Facility must be in such manner as the Bank may from time to time prescribe, and in accordance with normal banking practice.
- (c) You must operate your account with the Bank in a satisfactory manner and pay the monthly profit in respect of the Banking Facility promptly, and if you fail to so do then the Bank may vary the terms and conditions imposed including the profit rate by twenty one (21) calendar days prior written notice prior to the effective date and stating the reason for such variation in such written notice.
- (d) Your Banking Facility account must be operated actively and within the approved limit at all times, and the Bank may (with written notice to you) close such account and, with prior written notice to you, recall the Banking Facility if your account is blacklisted under the Dishonoured Cheque Information System (DCHEQS) guidelines.

26. OTHER TERMS AND CONDITIONS

- (a) Subjected to available facility limit, you agree to utilize the available limit to pay the profit charge arising from utilization of CMOD-i facility limit at the end of each month.
- (b) You agree that if the Bank does not exercise its rights or remedies under the Banking Facility fully or at any given time, the Bank may still exercise such right or remedy at a later time.
- (c) If any provision of this Letter of Offer becomes invalid, the validity of the remaining provisions will not in any way be affected.
- (d) The Bank may vary, substitute, add and/or subtract security imposed in relation to the Banking Facility by giving prior written notice to you and by stating reasons for such variation, substitution, addition and/or subtraction in such written notice.
- (e) The Bank may impose and/or revise profit rates, fee and/or other charges at any time with at least twenty one (21) calendar days prior written notice before the effective date to you (and the reason for such imposition and/or revision of the profit rates, fee and/or other charges will be specified in the written notice), and for which the Bank may, with written notice to you, deduct from your account.

27. APPOINTMENT OF COLLECTION AGENT

The Bank may, with prior written notice to you, appoint an agent of its choice to collect all and any sums due to the Bank from you under these Terms and Conditions.

28. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613)

- (1) The Customer represents and warrants to, and undertakes with, the Bank that: -
 - (i) it has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
 - (ii) it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
 - (iii) it has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;



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- (iv) it has not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
- (v) it will at all times comply with the Regulatory Requirements (as defined below in Clause 2;
- (vi) it will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 2 causing legal repercussion to RHB due to its actions; and
- (vii) it understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

(2) For the purpose of this Clause, the following are the definitions:

"instrumentalities of an offence" means:-

- (a) anything which is used in, or in connection with, the commission of any unlawful activity; or
- (b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

"proceeds of an unlawful activity" means any property, or any economic advantage or economic gain from such property, within or outside Malaysia: -

- (a) which is wholly or partly:-
 - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
 - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
 - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- (b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

"property" means:-

- (a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- (b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller's cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

"unlawful activity" means:-

- (a) any activity which constitutes any serious offence or any foreign serious offence; or
- (b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

"serious offence" means:-

- (a) any of the offences specified in the Second Schedule of AMLA;
- (b) an attempt to commit any of those offences; or



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(c) the abetment of any of those offences;

"**transaction**" includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.;

(3) The Customer acknowledges and agrees with the Bank that:-

- (a) the Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013 and the Islamic Financial Services Act 2013, to which Bank as a licensed Islamic financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");
- (b) the Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- (c) if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the Banking Facility has occurred or arisen, or the approval of the Banking Facility would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank's receipt of any alert or positive name match from the relevant checks conducted on the Customer and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Letter of Offer, the Bank shall, at any time by giving not less than fourteen (14) working days written notice or such shorter period as required or permitted by such Regulatory Requirement, be entitled to:-
 - (i) Suspend the Banking Facility, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
 - (ii) Cancel the Banking Facility and terminate its relationship with the Customer, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
- (d) If the Banking Facility is cancelled/terminated by the Bank pursuant to their compliance to Regulatory Requirements:-
 - (i) no utilisation or further utilisation of the services under the Banking Facility shall be allowed; and
 - (ii) the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Security Documents, the applicable laws or otherwise;
- (e) it shall provide all such documents and information as the Bank may require (at all times during the term of the Banking Facility) for the purposes of complying with the Regulatory Requirements;
- (f) the Bank shall be entitled to stop all services to be performed and received under the Banking Facility until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

29. MALAYSIAN ANTI-CORRUPTION COMISSION ACT 2009 ("MACC ACT")

The Customer and Security Party are required to read and understand the anti-corruption policies and procedures of the Bank that are available on the Bank website at www.rhbgroupp.com. If the Customer or Security Parties do not understand the policies, procedures or any related updates, the Customer or Security Party may contact the Bank's Group Integrity & Governance Division.

The Customer and the Security Party each represent and warrant to the Bank that it is in compliance with all the relevant laws, regulatory requirements and the anti-corruption policies and procedures of the Bank, including all anticorruption and anti-bribery laws and regulatory requirements, and will at all times remain in compliance with all such laws, regulatory requirements and the anti-corruption policies and procedures of the Bank. The Customer and the Security Party each agree that they will co-operate with the Bank to complete any verification exercises conducted by the Bank in accordance with the anti-corruption policies and procedures of the Bank, including but not limited to providing all documents and/or information required by the Bank.



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The Customer and the Security Party each further represent and warrant to the Bank that it has not nor is suspected of having given, promised, offered, solicited, accepted, obtained, received, agreed or attempted so to do, and will not at any time give, promise, offer, solicit, accept, obtain, receive, agree or attempt so to do, any forms of gratification, whether directly or indirectly, to or from any person connected or associated to the Banking Facility or the Customer's or the Security Party's affairs or business ("Person") in order to:

- (i) improperly influence any act, omission or decision by that Person in respect of any matter or transaction, whether actual or proposed or likely to take place; or
- (ii) improperly induce that Person to use the Person's influence with or on any entity or any other person to affect any act, omission or decision by such entity or other person; or (iii) secure any improper advantage.

For purposes of this Letter of Offer, the "gratification" has the meaning set out in Section 3 of the MACC Act/herein below:

- (a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- (b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (e) any forbearance to demand any money or money's worth or valuable thing;
- (f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
- (f) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

The Customer and the Security Party each agree that it shall upon the occurrence of any of the above stated events, at the earliest opportunity thereafter, report such events to the Malaysian Anti-Corruption Commission or the Royal Malaysia Police, and the confidential reporting channel (Speak Up Corner) of the Bank available on the Bank's corporate website @ www.rhbgroup.com. Failure to make such report amounts to an offence and on conviction will attract a fine not exceeding Ringgit Malaysia Ten Thousand (RM10,000.00) or imprisonment for a term not exceeding two (2) years or to both.

The occurrence of any of the foregoing activities shall amount to an Event of Default under the Banking Facility and the Bank shall be entitled without further notice to the Customer to exercise forthwith all or any of its rights, powers and remedies under the Banking Facility or by statute or otherwise, and the Bank shall make the necessary disclosures in compliance with the relevant laws and regulatory requirements.

30. AGENCY KAUNSELING DAN PENGURUSAN KREDIT (AKPK)

BNM has established Agensi Kaunseling dan Pengurusan Kredit (AKPK) to provide free services on money management, credit counseling, financial education and debt restructuring for individuals. For enquiry, please call 03-2616 7766.

**31. BANK NEGARA MALAYSIA LINK (BNMLINK) AND FINANCIAL MARKETS OMBUDSMAN SERVICE (FMOS)
(Formerly known as Ombudsman for Financial Services)**

If you are not satisfied with the outcome of the investigation or of the complaint, you may appeal against such outcome by referring such complaint to the Bank Negara Malaysia or Financial Markets Ombudsman Service. For enquiry, please call:

BNMLINK or TELELINK: 1-300-88-5465

Financial Markets Ombudsman Service (FMOS): 03-2272 2811