

ANNEXURE 1**GENERAL TERMS AND CONDITIONS****1. CEILING PROFIT RATE**

The Ceiling Profit Rate is: 10.25% p.a or 9% p.a (Applicable to Commodity Murabahah BNM commitment home financing product only).

The Sale Price* is calculated based on the Ceiling Profit Rate"

*"Sale Price" consist of Purchase Price + Total Profit Amount

2. EFFECTIVE PROFIT RATE

The monthly payment is calculated based on the Effective Profit Rate, subject to the provision of ibra' (rebate).

3. MONTHLY PAYMENTS

The above monthly payments may vary according to the changes of BRI ("Base Rate Islamic") or SBRI ("Standardised Base Rate") and incidental costs charged. You may refer to RHB Group website for updated BRI or SBRI. The above monthly payments amount is indicative only and consists of the principal amount and profit margin. The actual monthly payments amount will be notified to you in writing and in a manner determined by the Bank on disbursement of the Facility to you.

Any variation to the monthly payment and the duration for payment of the Sale Price due to the changes in the Effective Profit Rate, will be communicated by written notice by the Bank to you, and in any case the Sale Price must remain unchanged.

If there is any non-payment, insufficient installment payment or shortfall in installment for reasons (including insufficient funds), you must immediately pay the installment payment or shortfall amount directly to the Bank, on notification by the Bank.

(a) Monthly payments will commence as follows: -

- i. If the final disbursement of the Facility amount by the Bank to the vendor is made within the last 15 days from the due date, your monthly payments are to commence on or before the 5th day of the 3rd month from the month of disbursement and on every 5th day of each of the following months until full settlement.
- ii. If the final disbursement of the Facility amount by the Bank to the vendor is made within the first 15 days of the billing cycle, your monthly payments are to commence on or before the 5th day of the 2nd month from the month of disbursement and on every 5th day of each of the following months until full settlement.

(b) Profit payment during progress release will commence as follows:

- i. If the first disbursement of the Facility amount by the Bank to the vendor is made within the last 15 days from the due date, your Profit Payments are to commence on or before the 5th day of the 3rd month from the month of disbursement and on every 5th day of each of the following months until full settlement.
- ii. If the first disbursement of the Facility amount by the Bank to the vendor is made within the first 15 days of the billing cycle, your Profit Payments are to commence on or before the 5th day of the 2nd month from the month of disbursement and on every 5th day of each of the following months until full settlement.

4. DISBURSEMENT

- (a) The Facility is available for disbursement on completion of the financing processes and fulfilment of the Conditions Precedent. The disbursement of the Facility will be made in accordance with the terms of the Facility.
- (b) If you fail to comply with any terms and conditions stipulated in this Letter of Offer, the Conditions Precedent and the Shariah principles, you cannot utilise the Facility and the Bank may cancel the Facility (with prior written notice to you). You must reimburse and/or indemnify the Bank for all costs and expenses incurred by the Bank in connection with the approval and/or grant of the Facility to you.

5. PREPAYMENT

You may prepay the whole of the Sale Price at any time subject to the provision of ibra' (rebate).

6. ACCOUNT

You must open and maintain a deposit account with the Bank ("the Account"), and agree that the disbursement of the Facility will be made directly into the Account. You must execute a standing instruction, irrevocably and unconditionally authorising the Bank, to deduct the Account for payment of:

- (a) monthly payments due and payable under the Facility; and
- (b) all other expenses, duties, fees and other sums due and payable arising from the Facility arrangement including all Takaful contributions, assessment rates, maintenance costs and services charges on the financing arrangement.



7. 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 this Letter of Offer.

8. INFORMATION DISCLOSURE

You consent to, and authorizes RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents, to process, disclose, retain, share and/or verify information or documents pertaining to your affairs, account(s), facility(ies), its partners (if applicable) to and/or with the following parties:

- (a) any companies any companies within RHB Banking Group, whether within or outside Malaysia for any purpose including, to cross-selling, marketing and promotions of products and/or services of the RHB Banking Group, (except if you have chosen not to allow the Bank to make any disclosure under this sub-clause (a));
- (b) any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
- (c) any party(ies) providing security for purposes of facility(ies) granted to the You;
- (d) agents of the RHB Banking Group, including, vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group wherever applicable;
- (e) auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by the You, wherever applicable;
- (f) credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
- (g) any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.

9. IBRA' (REBATE)

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

- (a) you make an early settlement or early redemption including prepayment;
- (b) settlement of the 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 Facility before the expiry of the Tenure; and
- (e) if the 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.

10. 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 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 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.

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.

11. CROSS-DEFAULT

If:

- (a) any of your indebtedness becomes payable; or
- (b) any of your other indebtedness may be declared payable or due prematurely (due to you failing to pay your other indebtedness); or
- (c) you fail to pay your other indebtedness on the due date for such payment (or if due on demand, when demanded) or
- (d) the security for your other indebtedness becomes enforceable

then this will be considered as an event of default under the Facility, and the Bank may at its discretion exercise any of its rights and remedies under the Facility and/or this Letter of Offer due to such event of default.

12. MISCELLANEOUS

- (a) If you misrepresent to the Bank, or give the Bank false information, or give the Bank supporting documents which are not satisfactory to the Bank, the Bank may withdraw or cancel the Facility (with prior written notice) without being liable to you.
- (b) If the purchase price of the Property as stated in the Sale and Purchase Agreement is subsequently reduced by the developer/vendor (**'Reduced Price'**) before any partial of full disbursement of the Facility (as the case may be), the Bank may (with prior written notice to the you) reduce the Facility amount accordingly based on the margin of financing calculated on the Reduced Price.
- (c) The Bank may cancel the Facility (with prior written notice to you) if any of the following happens:
 - (i) If the developer is in the process of being wound-up, or is already wound-up, in liquidation or under receivership, or there is a petition for winding-up, whereby the existing assignee (that is, a person who (after a legal transfer) has all rights and interests in the property) and/or beneficial owner cannot be ascertained or confirmed by the developer or Official Assignee, and/or if the Individual/Strata Title to the property(ies) has not been issued, and/or the Bank is unable to serve the notice of assignment under Section 22D of the Housing Development (Control & Licensing) Act 1966 & Regulations; and
 - (ii) If the developer does not consent to direct transfer to the current purchaser(s) who will be the latest beneficial owner(s), and/or consent from the authorities (required for any transfer of ownership or registration of charge) is not obtained;
 - (iii) If the Facility is not utilised for residential purposes or for any intended purposes approved by the Bank;
 - (iv) If there is a significant change in your financial or other condition after the date of this Letter of Offer; and
 - (v) If you have provided the Bank with any inaccurate, misleading or erroneous information in applying for the Facility.

You must pay any incidental cost/s arising from this cancellation. The Bank may (with written notice to you) recover all such cost/s from you.

13. ACCEPTANCE AND CONSENTS

Explanatory Notes to the Letter of Offer

The Facility will be terminated on your full settlement of the Facility.

The actual monthly payments amount will be notified in writing by the Bank to you on disbursement of the Facility and in the manner which will be determined by the Bank at its discretion.

If the Takaful operator decides that the Mortgage Reducing Term Takaful / Mortgage Level Term Takaful ("**MRTT / MLTT**") contribution financed is insufficient, you must pay (from your own funds) the differential sum required.

14. COMMODITY MURABAHAH TRANSACTION

14.1 Commodity Supplier/Broker

As agreed by the Bank.

14.2 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.

14.3 Brokerage Fee

You must pay the brokerage fee incurred for the Commodity Transaction ("Brokerage Fee") as published in the Product Disclosure Sheet for Commodity Murabahah Term Financing-i For Home/Property and/or on the Bank's website.

14.4 Terms of Agency

The Agency is subject to the terms as follows:

- (a) The Agency must not be revoked so long the 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.

14.5 Method of Financing

The 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 facility amount and profit margin ("Sale Price"); and
 - (ii) as agent to sell commodity to commodity broker at a purchase price equivalent to 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 14.5(a)) is completed by you issuing the letter of agency (following the sample attached to the Facility Agreement) on acceptance of this Letter of Offer.

- (b) You will request the Bank to purchase commodity from commodity supplier. Such request will be made by you by issuing the Commodity Purchase Order (following the sample attached to the Facility Agreement) on acceptance of this Letter of Offer.
- (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 (both documents as per the sample as attached to the Facility Agreement) 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 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 (following the sample as attached to the Facility Agreement) on acceptance of this Letter of Offer.

14.6 Terms of Murabahah Sale

- (a) The commodity transaction as referred to in Clause 14.5 above (Method of Financing) ("Commodity Transaction") must be governed by the terms and conditions of the commodity transaction documents as referred to in Clause 14.5 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 14.6(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 fulfillment of the Conditions Precedent, the sale proceeds as referred to in Clause 14.5(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 Facility.
- (e) If you intend to take delivery of the Commodity (instead of selling the commodity to a commodity broker as referred to in Clause 14.5(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 commodity, and such terms and conditions of the Bank must then be accepted by you before the Bank purchases the commodity.

14.7 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.

14.8 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.

14.9 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 Facility immediately payable, and that no Event of Default has happened and is continuing;
- (b) the representations and warranties set out under the 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 Facility.

15. REPRESENTATIONS AND WARRANTIES

You represent and warrant to the Bank that:

- (a) You have full legal right, authority, power and capacity to accept the Facility and to perform his/her obligations in accordance with the terms in this Letter of Offer;
- (b) this Letter of Offer constitutes the legal, valid and binding obligations enforceable against you, in accordance with its respective terms;
- (c) all consents, authorisations and approvals, which are required or advisable to be obtained in connection with the acceptance, delivery, legality or enforceability of this Letter of Offer and the use of the Facility, have been obtained and are in full force and effect;
- (d) neither your acceptance and delivery of this Letter of Offer nor the performance of the terms of this Letter of Offer will violate any law, regulation, order or decree of any government authority, agency or court;
- (e) you are not in default under any agreement to which you are a party to, or by which you may be bound, and there is no ongoing or pending litigation, arbitration or administrative proceedings against you;
- (f) all information given by you to the Bank in connection with the Facility are true and correct, and there has been no omission which would render the information inaccurate or misleading;
- (g) there are no bankruptcy proceedings currently pending or threatened against you; and
- (h) you will not utilise the Facility for any non-halal goods or services.

16. AFFIRMATIVE COVENANTS

During the tenure of the Facility, you will:

- (a) punctually pay, discharge or satisfy, at or before maturity or before they become delinquent, as the case may be, the instalment payment of the Sale Price and all of his/her indebtedness and other obligations;
- (b) simultaneously perform and carry out any and all of his/her obligations under the Facility;
- (c) take all steps as may be necessary to ensure that there is no material adverse effect on his/her financial position;
- (d) give the Bank all information reasonably required by the Bank in relation to you; and
- (e) notify the Bank of the occurrence of an Event of Default, or any event of default in relation to any of your other indebtedness.

17. EVENTS OF DEFAULT

The full amount of the Sale Price and all monies outstanding under the Facility together with compensation for late payment (if any) must be paid by you, on demand being made by the Bank or on the occurrence of any of the following events:

- (a) You default in the payment of any monies payable to the Bank after such monies become due to the Bank (whether formally demanded or not); or
- (b) You fail to observe or perform any of the provisions of this Letter of Offer; or
- (c) Any of your indebtedness or the indebtedness of any of your guarantor(s) (if any) 1) becomes payable or due prematurely, or becomes capable of being declared payable or due prematurely, due to your default or your guarantor(s) (if any) in its obligations with respect to that indebtedness; 2) you or your guarantor(s) (if any) fails to make payment in respect of that indebtedness on the due date for such payment, or if due on demand when demanded and 3) the security for any such indebtedness becomes enforceable; or
- (d) A distress or any form of execution is levied upon or issued against your property or assets and such action is not satisfied by you within seven (7) days from the date of such levy or issuance; or
- (e) If legal proceedings, suits or actions of any kind (civil or criminal) is instituted against you and your guarantor(s) (if any) which in the Bank's opinion would materially and adversely affect your ability or the guarantor's ability to perform and observe you/his/her obligations under the Facility; or
- (f) You and any of your guarantor(s) (if any) commit any act of bankruptcy or become bankrupt or enter into any composition or arrangement for the benefit of the creditors and such step, action or petition remain unsatisfied for a period of fourteen (14) days; or
- (g) You or any of your guarantor(s) (if any) becomes insane or dies; or
- (h) Any of the Security Documents becomes invalid or unenforceable; or
- (i) If the Bank consider that the Facility or any of its security or its security position is in jeopardy; or
- (j) If in the Bank's opinion, there is any change or possible changes in circumstances which would materially and adversely affect your financial condition or your ability to perform your obligations under the Facility; or
- (k) If in the opinion of the Bank your account(s) with the Bank has/have been unsatisfactorily conducted; or
- (l) Any other events of default as specified in the Facility Agreement.

18. BANK'S RIGHT TO COMMENCE LEGAL PROCEEDING CONCURRENTLY

If you fail to fulfil any term or condition in this Letter of Offer, the Bank may exercise all or any of the remedies available whether by this Letter of Offer, by statute or under the law. The Bank may exercise such remedies concurrently, including via a civil suit to recover all moneys due and owing to the Bank.

19. SOLICITOR/LEGAL AND INCIDENTAL EXPENSES

You must pay all legal fees and incidental expenses and also all professional fees, taxes (including service tax), out-of-pocket expenses incurred, and any other fees and expenses in respect of the Facility, except for the annual or other periodic inspection and/or valuation of the Property post disbursement conducted by the Bank in connection with the preparation, stamping and registration of any Security Documents required by the Bank, even though such documents are not executed by you for any reason. You must also pay the Bank's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of any recovery or any collection of any money payable under the Facility by the Bank's solicitors. For the avoidance of doubt, the professional fees in this clause includes pre-disbursement initial valuation fees of the Property.

20. WAIVER AND INDULGENCE

The terms and conditions in this Letter of Offer may be fully or partly waived by the Bank, with or without conditions, and without affecting the Bank's rights under this Letter of Offer.

21. CREDIT FACILITIES TO CONNECTED PARTIES

The approval of the Facility is subject to the Bank's full compliance with any applicable law including the provisions of Section 57 of Islamic Financial Services Act (IFSA) (relating to power of Bank Negara Malaysia ('BNM') to specify standards on prudential matters) read together with BNM's Guidelines on Credit Transactions and Exposures with Connected Parties for Islamic Bank and/or any prevailing requirement issued by BNM. You declare that you are not related to/a guarantor to/in control of/controlled by a connected party. No connected party is a director, partner, executive officer, agent or guarantor in your firm/partnership/company/legal entity and/or subsidiaries/entities controlled by you. You must declare to the RHB Banking Group if any connected party relationship arises during the Facility tenure. If the Bank later discovers any undisclosed connected party relationship, the Bank may (with written notice to you) terminate and recall the Facility immediately.

In this Clause 21, "connected party" means any of the directors, controlling shareholders, officers of the RHB Banking Group, member of the Shariah Committee of the Bank and their respective close relatives (spouse and dependents of the spouse, child (including step/adopted child) and spouse of the child, parent and brother or sister and their spouses.

22. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613) (“AMLA”)

22.1 During the tenure of the Facility, You and/or Security Party hereby represent and warrant to the Bank that:

- (a) You and/or Security Party have 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;
- (b) You and/or Security Party have 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;
- (c) You and/or Security Party have 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; and
- (d) You and/or Security Party have 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;

In this respect: -

“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 to the AMLA;
- (b) an attempt to commit any of those offences; or
- (c) the abetment of any of those offences;

“transaction” includes an arrangement to open an account involving two (2) or more persons and any related transaction between any of the persons concerned and another;

22.2 You and/or Security Party acknowledge and agree with the Bank that:-

- (a) the Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practices, directions, sanctions, industry standards and practices and other requirements, including the AMLA, the Strategic Trade Act 2010, the Financial Services Act 2013 and the Islamic Financial Services Act 2013, to which the Bank as a licensed financial institution may from time to time be subject to (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 application for the banking facilities or to grant or make available of, or to disburse any funds under, the banking facilities, has occurred or arisen, or the approval of the application for the banking facilities or the granting or making available of, or the disbursement of any funds under, the banking facilities would contravene any of the Regulatory Requirements (in whole or in part), including the Bank’s receipt of any alert or positive name match from the relevant checks conducted on the Customer, any related third party involved in the underlying transaction(s) (including the vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the banking facilities are to be disbursed) by the Bank pursuant to the Regulatory Requirements, then, despite anything to the contrary contained in this document, the Bank shall, at any time with prior written notice, be entitled to:-
 - (i) reject your application and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/or
 - (ii) with prior written notice to me/us, suspend the banking facilities, or cancel the banking facilities and terminate its relationship with me/us, and do all such acts and things as may be necessary to comply with the Regulatory Requirements. If the banking facilities are cancelled and/or terminated by the Bank pursuant to the Bank’s compliance to the Regulatory Requirements:
 - (aa) the indebtedness shall immediately become due and payable;
 - (bb) the securities under this document shall immediately become enforceable;
 - (cc) no utilisation or further utilisation of the banking facilities shall be allowed by the Customer; and
 - (dd) the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the relevant facilities agreement, the security documents, the applicable laws or otherwise;
- (d) You and/or Security Party shall provide all such documents and information as the Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;
- (e) the Bank shall be entitled to freeze and/or seize the banking facilities under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) 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.

22.3 You and/or Security Party undertake and agree with the Bank that:-

- (a) You and/or Security Party will at all times observe with the Bank’s steps in undertaking its obligations towards complying with the Regulatory Requirements;
- (b) You and/or Security Party will be fully liable if the Bank has been found to have contravened the Regulatory Requirements due to my/our actions causing legal repercussion to the Bank; and
- (c) You and/or Security Party understand that any breach(es) due to AMLA and sanction requirements are non-negotiable.

23. MALAYSIAN ANTI-CORRUPTION COMMISSION ACT 2009 ("MACC ACT")

- 23.1 You and Security Party(ies) are required to read and understand the anti-corruption policies and procedures of the Bank that are available on the Bank website at www.rhbgroup.com. The Customer and Security Party(ies) will be notified by the Bank of any amendments or revisions to the anti-corruption policies and procedures of the Bank, and you are required to read and understand such amendments or revision, which will be made available on the Bank website. If the customer and Security Party(ies) do not understand the policies, procedures or any related updates, the Customer or Security Party(ies) may contact RHB's Group Integrity & Governance Division.
- 23.2 You and Security Party(ies) 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 anti-corruption 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 Security Party(ies) 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.
- 23.3 You and Security Party(ies) 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(ies)'s affairs or business ("Person") in order to:
- 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
 - 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
 - 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:

- money, donation, gift, loan/facilities, 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;
 - any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
 - any payment, release, discharge or liquidation of any loan/ facilities, obligation or other liability, whether in whole or in part;
 - any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
 - any forbearance to demand any money or money's worth or valuable thing;
 - 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
 - any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).
- 23.4 You and Security Party(ies) 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 a police officer, and the confidential reporting channel (Speak Up Corner) of the Bank available on the Bank's corporate website at 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 both.
- 23.5 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 You 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.

24. DUTY TO VERIFY STATEMENTS OF ACCOUNTS/CERTIFICATE OF BANK

- You must verify all statements of accounts sent to you by the Bank (signed by any of its officers as to what at any time is the amount outstanding), and within reasonable time inform the Bank if there is any discrepancy in such statements of accounts. If you fail to inform the Bank accordingly, then such statement of accounts will (except for manifest errors) be deemed to be conclusive and binding against you.
- If you have selected for e-Statement in the Statement Type, you acknowledged that you have read, agreed to and understand the contents of the Electronic Statement User Agreement - Terms & Conditions ("e-Statement T&C") and you agreed that you are bound by such e-Statement T&C. You may view the e-Statement T&C by visiting www.rhbgroup.com.

25. SET OFF/COMBINATION OR CONSOLIDATION OF ACCOUNTS

The Bank may, by giving seven (7) days prior written notice to you, deduct any money in any of your accounts with the Bank and the RHB Banking Group (up to the principal portion only for non-islamic account(s)) 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 25 (including making currency exchanges).

26. SUSPENSE ACCOUNT

Any monies received by the Bank in respect of the Facility may be placed temporarily in a (non-income bearing) general account of the Bank for so long as the Bank thinks fit, without the Bank being required to use such monies to pay any of your liabilities to the Bank.

27. NOTICES & SERVICE OF LEGAL PROCESS**A. Notices/Communications**

Any notice, demand or other communication between you and the Bank under this Letter of Offer may be given in writing to the other party at the address details as stated in this Letter of Offer or at such other address as the recipient may have notified to the other party in writing. No change in your address stated in this Letter of Offer is effective or binding on the Bank, unless the Bank has received an actual notice of such change of address.

The notices or other communications may be given or made in any manner as set out in this clause. The notices or other communications are deemed delivered to you (unless there is contrary evidence that such notice/communication was in fact not received):

- (a) in the case of telephone call, when made;
- (b) in the case of a letter, by the fifth (5th) day after posted;
- (c) in the case of facsimile, at the time the transmission report is received by the sender, confirming that the addressee has received such facsimile;
- (d) in the case of electronic mail, on the day such electronic mail enters your information system, so long as the Bank has not received a failed or undeliverable message from the host provider on the day of transmission;
- (e) in the case of personal delivery, acknowledgment of receipt by the recipient;
- (f) in the case of short message service (SMS), on the day that such SMS sent to the recipient, so long as the sender has not received delivery error message on the day that the SMS was sent.

Proof of posting or despatch of any notice or communication is deemed to be proof of receipt (unless there is contrary evidence that such notice/communication was in fact not received): -

- (a) in the case of registered post or other fast postal service, that the notice or other document has been duly addressed and posted;
- (b) in the case of personal delivery, acknowledgement of receipt by the recipient; or
- (c) in the case of facsimile transmission or telex or other electronic media was duly transmitted from the despatching terminal as evidenced by a transmission report generated by the despatching terminal.

Despite the above provisions, you agree that the Bank may make a demand for payment, in the form of a computer generated demand or notice which requires no signature or which contains a printed or facsimile signature. Any such demand or notice (except for manifest error), is binding and conclusive on you.

If you send any instruction, notice or communication, or if you execute or perfect any documents by facsimile or electronic mail to the Bank, you must indemnify the Bank against any claim, loss and liability arising from the Bank relying on such instruction, notice, communication, execution or perfection.

To avoid any doubt, you authorise the Bank to rely on and act on any instruction, notice or communication from you made by telephone or facsimile to the Bank. You must indemnify the Bank and must not make the Bank liable for any actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities (unless due to the Bank's gross negligence or wilful default), due to or related to the Bank having relied on or acted in good faith in accordance with your telephone or facsimile instruction, notice or communication, even if such instruction, notice or communication had been initiated or transmitted in error, fraudulently altered, misunderstood or distorted in the lines of communication or transmission.

B. Service of Legal Process

- (a) Legal Process may be served by prepaid registered or ordinary post sent to the respective address of the parties, and such Legal Process is deemed to have been duly served after five (5) days from the date it is posted and if delivered by hand, on the day it was delivered; and
- (b) No change in the address for service will be effective or binding on either party, unless that party has given to the other actual notice of the change of address for service, and nothing done in reliance of sub-section (a) above is affected by any later change in the address for service, of which the other party has no actual knowledge of at the time the act or thing was done or carried out.
- (c) "Legal Process" means pleadings, all forms of originating processes, interlocutory applications, affidavits, orders and such other documents which are required to be given to the other party, notices, under the Companies Act 2016, the Insolvency Act 1967 and other Malaysian laws.

28. AVAILABILITY OF FUNDS/REVIEW

The availability of the Facility is subject to availability of funds of the Bank and the Bank's discretion to review the Facility at any time. The Bank may (terminate or withdraw the Facility (with prior written notice to you) at any time, regardless whether you have breached any of the terms and conditions contained in this Letter of Offer or in any other documents in relation to the Facility.

29. IRREVOCABLE RIGHT TO DEBIT ACCOUNT

You must maintain a deposit account with the Bank and execute a standing instruction that irrevocably and unconditionally authorises the Bank to deduct your account for the following:

- (a) monthly payments due and payable under the Facility; and
- (b) all other expenses, duties, fees and other sums due and payable arising from the Facility, including all Takaful contributions, assessment rates, maintenance costs and services charges on the financing arrangement, including service tax and/or any applicable taxes imposed from time to time, and except for the annual or other periodic inspection and/or valuation of the Property conducted by the Bank.

30. ILLEGALITY

If any law, regulation or official directive, or any change in the interpretation or application of such law, regulation or official directive, makes it unlawful for the Bank to carry out its obligations under this Letter of Offer, the Bank will immediately notify you that the Facility is terminated, and on such notice the Facility will be cancelled and you must immediately pay all monies outstanding and payable under the Facility and this Letter of Offer.

31. PAYMENT OF QUIT RENT AND ASSESSMENT

You must promptly pay or ensure the prompt payment of all quit rent, assessment and other obligatory payments in respect of the Property charged/assigned. In this regard, you must provide a copy of the quit rent and assessment duly paid, and a copy of other relevant receipts, for the Bank's records.

32. TAKAFUL

- (a) Takaful against loss or damage through fire, earthquake, natural perils and such other risks as the Bank may require, must be taken from Takaful operator in accordance with this Clause.
- (b) All policies will be obtained at your own cost and expenses. You must reimburse the Bank (on written demand to you) for any advances of such costs and expenses paid by the Bank on your behalf.
- (c) The Property to be charged/assigned to the Bank is to be covered with Syarikat Takaful Malaysia Am Berhad (STMAB), or any other Takaful operator nominated by the Bank, in the name of the owner as chargor/assignor and the Bank as chargee/assignee, against such risks and for such sums as the Bank may require. The Bank may with written notice to you, deduct the Facility/current or saving account for payment of the takaful contribution and the yearly renewal contribution to STMAB.
- (d) You may, however, nominate any Takaful operator of your choice for the above coverage. In such event, you must give the House-owner Policy / Fire Policy ("Policy") to the Bank before disbursement of the Facility, and the subsequent yearly renewal of such Policy to the Bank fourteen (14) days before the expiry of such Policy.
- (e) If such Policy from other Takaful operator other than STMAB or Bank nominated Takaful operator is not available at the time of disbursement of the Facility, the Bank has the discretion, with written notice to you, to obtain the coverage under STMAB or Bank nominated Takaful operator as per Clause 31(d) above. On expiry of this STMAB or Bank nominated Takaful operator Policy, or on renewal date, you may then nominate any other Takaful operator of your choice subject to Clause 31(d) above on yearly renewal condition.
- (f) If the yearly renewal of the non STMAB Policy is not received by the Bank fourteen (14) days before the expiry of the Policy, the Bank may at its discretion, with written notice to you, obtain coverage for the property under STMAB or Bank nominated Takaful operator as stated in Clauses 31(c) and 31(d) above.

33. VALUATION

The Bank may at any time if it deems fit, require the revaluation of the security pledged, and any cost incurred from the revaluation (i) if it is the initial valuation, at your cost and expense and (ii) if it is any other valuation done after the initial valuation, at the Bank's cost and expense.

34. BANKRUPTCY/WINDING UP SEARCH

The Bank will conduct bankruptcy searches on you/ your guarantor(s) (if any) before the disbursement of the Facility and at any time after the disbursement. All charges incurred with regard to the bankruptcy/winding up searches must be paid by you. If any of the searches confirm that you/your guarantor(s) are an adjudged bankrupt/wound up, or if there are any legal proceedings suits or actions instituted against you and your guarantor, the Bank may (with prior written notice to you) withdraw/cancel/terminate the Facility granted to you.

35. DISHONoured CHEQUE

The Bank may close your current account with the Bank (with written notice to you) once your account has been blacklisted by Bank's dishonored cheque tracking system. The Bank may (with prior written notice to you) terminate the Facility once an account is blacklisted.

36. NON-CONTRAVENTION OF SHARIAH PRINCIPLES

You agree that utilization of the Facility is for the purpose set out in this Letter of Offer, and that the Facility is in compliance with the Shariah principles. You further confirm that you do not have and will not raise any objection on matters of Shariah compliance in respect of the Facility.

37. OTHER TERMS AND CONDITIONS

- (a) You must operate your account with the Bank in a satisfactory manner, and pay the installments or payments and any monies due in respect of the Facility promptly.
- (b) If any provision of the Letter of Offer and the annexures becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.
- (c) All terms and conditions in our earlier Letter(s) of Offer and Security Document(s) will remain in full force and effect, except if varied specifically by this Letter of Offer. The Letter(s) of Offer and Security Document(s) as varied by this Letter of Offer must, from the date of this Letter of Offer, be read as a single integrated document incorporating such variation.
- (d) Unless specified differently in this Letter of Offer, the Bank may (with 21 days' prior written notice to you and by stating reasons in such written notice) vary the terms and conditions governing such Facility, including varying the amount of the Facility, to comply with the prevailing guidelines on property financing.
- (e) The Bank may at its discretion vary the Bank's BRI or SBRI and/or the Margin of Profit imposed above the Bank's BRI or SBRI in the following manner: -
 - (i) In respect of the Bank's BRI or SBRI — by displaying at the Bank's premises a general notice on the change in the Bank's BRI or SBRI addressed to the public generally, and such display is deemed to be an effective notice on you, or by any other methods deem fit and proper by the Bank; and
 - (ii) In respect of the change in the Margin of Profit imposed above the Bank's BRI or SBRI —by serving a notice in writing to you of at least 21 calendar days before the effective date of such change in the rate(s), and such notice is 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 (by giving written notice to you) change the fundamental basis of calculation of the prescribed rate (whether the BRI or SBRI or any other basis).

In any case, the effective date of such change in the Bank's BRI or SBRI and/or Margin of Profit imposed above the Bank's BRI or SBRI, must be the date specified in the notice or in the display at the Bank's premises.

38. 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.

39. BANK NEGARA MALAYSIA LINK (BNMLINK) AND OMBUDSMAN FOR FINANCIAL SERVICES (OFS) (formerly known as Financial Mediation Bureau)

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 Ombudsman for Financial Services (OFS). For enquiry, please call:

BNMLINK or TELELINK: 1-300-88-5465

Ombudsman for Financial Services (OFS): 03-2272 2811

End of General Terms and Conditions

ANNEXURE 2

1. Redraw Facility

If the Bank agrees to allow you to redraw the Facility, you may make additional payments exceeding the monthly payment ("**Advance Payment**") at any time without giving notice to the Bank, after the Facility has been fully disbursed. The Bank may allow you to redraw the amount equivalent to the Advance Payment or any part of the Advance Payment ("**Redraw**"), subject to the terms and conditions as determined by the Bank. For redrawing purpose, the Bank will credit all amount redrawn under the Facility into the account as stipulated in item (d) of Acceptance and Consents of this Letter of Offer.

2. Method of Redraw (Redraw Commodity Transaction)

The Redraw is granted in accordance with the Shariah contract Musawamah as follows:

- (a) You will appoint the Bank as agent (*wakeel*) to perform the commodity transactions on your behalf ("Agency"), as follows:
 - (i) agent to purchase commodity from commodity supplier at a purchase price equivalent to the Advance Payment or any part of the Advance Payment ("**Redraw Purchase Price**"); and
 - (ii) agent to sell commodity to the Bank at the Redraw Purchase Price.
- (b) Following the agency as referred to above, the Bank (acting as your agent) will purchase commodity from commodity supplier at the Redraw Purchase Price ("**Redraw Customer's Purchase**").
- (c) On completion of the Redraw Customer's Purchase, the Bank will purchase the commodity from the Bank (acting as your agent) at the Redraw Purchase Price and payable by the Bank to you on deferred payment terms ("**Redraw Bank's Purchase**").
- (d) On completion of the Redraw Bank's Purchase, the Bank will sell the commodity to a commodity broker at a sale price equivalent to the Redraw Purchase Price ("**Redraw Bank's Sale**"). The proceeds of the Redraw Bank's Sale will be transmitted by the commodity broker to the Bank.

3. Terms of Redraw

- (a) The redraw commodity transaction referred to in Clause 2 above [Method of Redraw] ("**Redraw Commodity Transaction**") will be governed by the terms and conditions of the redraw commodity transaction documents (as referred to in Clause 2 above [Method of Redraw] ("**Redraw Commodity Transaction Documents**").
- (b) The Redraw is not available for the Facility granted under the My First Home Scheme (Cagamas), and Commitment Financing product, or any other scheme as determined by the Bank from time to time.
- (c) The Advance Payment must not include the following:
 - (i) prepayment arising from withdrawal of the Employee's Provident Fund (EPF) contribution; and
 - (ii) prepayment having the effect of reducing the principal amount of the Facility.
- (d) 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 3(d), any such warranty or representation by the Bank is expressly excluded to the full extent permitted by law.
- (e) For the Redraw, you must pay to the Bank the monthly maintenance fee of RM10.00 or any other amount as determined by the Bank from time to time ("**Redraw Maintenance Fee**"). Alternatively, the Bank is authorized by you to deduct (with written notice to you) the Redraw Maintenance Fee from your bank account.
- (f) On completion of the Redraw Commodity Transaction Documents and subject to fulfillment of the Conditions Precedent, the sale proceeds as referred to in Clause 2(c) above will be deposited/ credited into your account, and such deposit/credit is deemed to be a full disbursement of the redrawing amount.
- (g) If you intend to take delivery of the commodity (instead of selling the commodity to the Bank as referred to in Clause 2(c) above), you acknowledge and agree 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 agree that pursuant to you indicating in writing your 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 our intention to take delivery of the commodity, and such terms and conditions of the Bank must then be accepted by you before the Bank purchases the commodity.

4. Warranties in Redraw Commodity Transaction

- (a) You acknowledge that:
- (i) the commodity is purchased by the Bank (acting as your agent) from the commodity supplier on an "as is where is" basis and free from encumbrances;
 - (ii) there is no representation or warranty from the Bank as to 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 Redraw Commodity Transaction Documents), in connection with or arising from any Redraw 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 purchasing the commodity from the commodity supplier, you authorize the Bank to take all necessary actions to facilitate the purchasing of the commodity from the commodity supplier, including the authority to send and/or receive notices in relation to the Redraw Commodity Transaction on your behalf.

5. Commodity Transaction Limitation for Redraw

The Bank's entering into a Redraw 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 Facility immediately payable, and that no Event of Default has happened and is continuing;
- (b) the representations and warranties set out under the Facility are true and correct in all respects, as if made on the date on which the Bank (acting as your agent) purchase the commodity from commodity supplier, 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 affect you or the Security Party(ies)' ability to perform their respective obligations under the provisions of the Redraw Commodity Transaction Documents;
- (d) availability of commodity and the Advance Payment paid by you;
- (e) receipt by the Bank of a duly completed Redraw Commodity Transaction Documents; and
- (f) the proper conduct of your account and satisfactory utilisation of the Facility.

End of Redraw Terms and Conditions