

IMPORTANT NOTICE: YOU ARE ADVISED TO READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF CHARGE, AND IF YOU DO NOT UNDERSTAND, YOU ARE ADVISED TO SEEK CIMB ISLAMIC BANK BERHAD'S CLARIFICATION BEFORE EXECUTING THIS MEMORANDUM OF CHARGE.

MEMORANDUM OF CHARGE OVER FIXED DEPOSITS AND/OR BANK ACCOUNTS

Date:

CIMB ISLAMIC BANK BERHAD

(Company No 200401032872 (671380-H))

[insert the address of the CIMB as financier]

*I/We refer to the following documents:

- (a) a letter of offer dated [insert date] ("**Letter of Offer**") which expression shall include any supplemental, variations or amendments thereto) issued by **CIMB ISLAMIC BANK BERHAD** ("**the Bank**") to [insert Customer's Name and Registration Number] ("**the Customer**").¹
- (b) a general facility agreement dated [insert date] ("**General Facility Agreement**") which expression shall include any supplemental, variations or amendments thereto) executed between the Bank the Customer.²

In this Charge, words and expressions defined in the Letter of Offer, General Facility Agreement and General Terms and Conditions and Shariah Terms shall, unless otherwise defined herein, have the same meanings when used or referred to in this Charge.

In consideration of the Bank having, at *my/our request, granted, agreeing to grant or continuing to grant credit and/ or banking facility(ies) ("Facility") stated in the Letter of Offer subject to the terms and conditions contained therein, General Facility Agreement and the General Terms and Conditions and Shariah Terms as set out in the Bank's website at www.cimb.com.my/en/business/general-terms-conditions.html, this Charge, the other Security Documents and such other documents and agreements as may be required by the Bank in relation to the Facility ("**the Transaction Documents**"), *I/we hereby:

(1) charge:

- (a) the fixed deposits receipt(s)/certificate(s) including the credit balances and monies standing to the credit in my/our fixed deposit account(s) (excluding interest, if any) as set out in Part 1 of the Schedule below and such other fixed deposits as may be required by the Bank from time to time (collectively, "**FD Accounts**"); and/or
- (b) the bank accounts including the credit balances and monies standing to the credit in my/our bank accounts (excluding interest, if any) as set out in Part 2 of the Schedule below and such other bank accounts as may be required by the Bank from time to time (collectively, "**Bank Accounts**")

including new, renewal, substitution and/or replacement thereof, as the case may be, as a continuing security for payment to the Bank, on demand, of the aggregate of all monies, whether principal, profit, Claims and Ta'widh (Compensation) (as defined in the General Terms and Conditions and Shariah Terms), commission, cost, fees, charges or other monies due, outstanding or payable or agreed to be payable by the Customer and /or any Security Party to the Bank from time to time whether solely

¹ This is applicable where the main document for facility is only Letter of Offer.

² This is applicable where the main document for facility are Letter of Offer and General Facility Agreement.

or jointly with any other person and whether as principal or surety and includes all liabilities, obligations and indemnities whether present or future or actual or contingent for the payment of all or any monies by the Customer and/or Security Party in respect of or arising from the Facility or future facilities to be granted by the Bank to the Customer, at any time and from time to time, and shall include any part thereof.

- (2) agree, that so long as there are any outstanding Indebtedness:
- (a) not to uplift any of the FD Accounts and/or withdraw from the Bank Accounts without the Bank's prior written consent; and
 - (b) not to sell, transfer, assign, charge, mortgage, pledge, encumber or otherwise howsoever deal in or part with all and/or any part of the FD Accounts and/or Bank Accounts;
- (3) further agree that:
- (a) in addition to any right of set-off or other general lien or similar right to which the Bank may be entitled in law, the Bank may at any time (including in the event of the death, incapacity or bankruptcy, or in the event that any steps, application, petition, or order for any voluntary arrangement, judicial management, scheme of compromise, arrangement, reorganization, reconstruction or amalgamation, insolvency, receivership, bankruptcy, winding up or liquidation has been made or presented against me/us or upon the receipt by the Bank of any garnishee orders or any notices from any governmental authorities seeking attachment or payment of or from my/our accounts or monies held or maintained with the Bank without giving me/us any notice of demand combine, consolidate and/or transfer all or any of my/our accounts including accounts maintained jointly with others and all savings, current, fixed deposits and/or other banking accounts in addition to the said FD Accounts and Bank Accounts both matured or unmatured together with profits thereon towards satisfaction of the Indebtedness;
 - (b) the Bank may on my/our behalf do all acts, deeds and things including renewal of the FD Accounts, the execution and signing of such notices, endorsements and documents as may be required by the Bank, during the continuance of this security; and
 - (c) that the Bank is at liberty to at any time and without further notice to me/us, without first having recourse to any other security or guarantee the Bank may now or at any time hold as security for payment of the Indebtedness and without taking any steps or proceedings against the Customer uplift the FD Accounts and/or withdraw the Bank Accounts and apply the proceeds thereof or transfer or set-off all and/or any part of the principal(s) and/or profits in respect of the FD Accounts and/or the Bank Accounts in or towards payment or satisfaction of all or part of the Indebtedness); and
 - (d) that a statement signed by one of the Bank's officers as to the amount of the Indebtedness due and owing or payable by the Customer and/ or by me/us to the Bank shall be regarded as final, conclusive and binding against me/us for all purposes.

I/We shall not hold the Bank liable or responsible for any loss or damage whatsoever occasioned by me/us by reason of the exercise of the Bank's rights in this Charge. No failure to exercise or enforce and no delay in exercising or enforcing any of the Bank's rights herein shall operate as a waiver thereof nor shall it in any way prejudice or affect the Bank's right afterwards to act strictly in accordance with the powers conferred on the Bank.

This Charge shall be governed and construed in accordance with the laws of Malaysia, and the courts of Malaysia shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Charge.

If any term, condition, provision or undertaking of this Charge or any part thereof is or becomes illegal, invalid, void, prohibited or unenforceable in any respect under any law then the same shall be regarded as

ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating, affecting or impairing in any way the remaining terms, conditions, provisions and undertakings of this Charge.

Any notice in writing required to be served hereunder shall be sufficiently served if it is served by ordinary or registered post or by hand on me/us or at my/our last address in the records of the Bank or by email and shall be deemed served at the time of delivery if the notice is served by hand or 3 days after the date of posting if the notice is served by ordinary or registered post or if it is sent by email, immediately after transmission, if the date of transmission is a business day and if such a date is not a business day, then the notice by email shall be deemed to be served on the immediately following business day.

This Charge shall be for the benefit of the Bank's assignee and successors in title and any person to whom the Bank shall transfer or novate any rights, titles, interest and obligations herein and shall be binding upon my/our estate(s), personal representative(s) and successor(s) in title as the case may be. I/We shall not be permitted to assign or transfer any of my/our rights, titles, interest and obligations without the prior written consent of the Bank.

I/We confirm that the contents of this Charge have been read and explained to me/us and I/we have understood the contents and effects of the contents prior to executing this Charge.

Witnessed by:

Yours faithfully

1)

2)

(Chargor's Signature)

Schedule

Part 1 (FD Accounts)

| Name of Bank | Fixed Deposit Account No. | Fixed Deposit Receipts /Certificates No. |
|--------------|---------------------------|--|
| | | |
| | | |
| | | |

Part 2 (Bank Accounts)

| Name of Bank | Bank Account No. |
|--------------|------------------|
| | |
| | |
| | |

[Bank's Letterhead]

< To use when there are additional FD Accounts and/or Bank Accounts not in the Schedule >

STRICTLY PRIVATE AND HIGHLY CONFIDENTIAL

Our Ref. : [LO reference No]
Date : [Insert date]

[Chargor's Name] [Business Registration No]
[Address Line 1]
[Address Line 2]
[Address Line 3]
[Post Code] [City]
[State]

Dear Sir,

CUSTOMER : [Insert Name of Customer]
CHARGOR : [Insert Name of Chargor]
BANKING FACILITIES : [Insert Type and Amount of Facility]

We refer to the above matter, the Memorandum of Charge Over Fixed Deposit and/or Bank Accounts dated [Insert date] ("Charge") created by the Chargor in favour of the Bank and the Letter of Offer/General Facility Agreement (including any supplementary letters and/or agreements, variations or modifications), in respect of the above mentioned Banking Facilities.

Terms and expressions used in this letter shall bear the same meaning as used in the Charge.

Please note that the below stated FD Accounts and/or Bank Accounts in respect of the above Banking Facilities shall form part of and be included in the Charge:-

FD Accounts

| Name of Bank | Fixed Deposit Account No. | Fixed Deposit Receipts /Certificates No. |
|--------------|---------------------------|--|
| | | |
| | | |
| | | |

Bank Accounts

| Name of Bank | Bank Account No. |
|--------------|------------------|
| | |
| | |
| | |

Save as stated above, the other terms and conditions in the Charge and the Letter of Offer/General Facility Agreement shall remain unchanged.

Kindly sign the Memorandum of Acknowledgment below.

Yours faithfully,
for and on behalf of **CIMB Islamic Bank Berhad** (200401032872 (671380-H))

.....
Name: [CreatedByName]
Designation: [CreatedByDesignation]

.....
Name: [CreatedBySupervisorNm]
Designation: [CreatedBySupervisorDesignation]

Memorandum of Acknowledgment

I/We refer to your letter dated [insert the date of the Bank's letter above] ("the Said Letter").

I/We hereby agree and confirm that the FD Accounts and/or Bank Accounts stated in the Said Letter shall form part of and be included in the Memorandum of Charge Over Fixed Deposits and/or Bank Accounts dated [Insert date of Charge].

Yours faithfully,
For and on behalf of [Chargor's Name]

.....
Authorised Signatory
Name: [Insert Name]
Designation: [Insert Designation]
Date: [Insert Date]