IMPORTANT NOTICE: You are advised to read and understand the terms and conditions of this Memorandum of Charge Over Islamic Account ("Terms"), and if you do not understand any of the Terms, you are advised to seek CIMB Islamic Bank Berhad's clarification on such Terms before executing this Memorandum of Charge Over Islamic Account.

MEMORANDUM OF CHARGE OVER ISLAMIC ACCOUNT

CIMB ISLAMIC BANK BERHAD [Registration No. 200401032872 (671380-H)]
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In consideration of you having, at my/our request, granted, agreeing to grant or continuing to grant any banking facility to me/us/Mr/ Mdm/Messrs …… (Company No. ……) (hereinafter called "the Customer'), I/we …….. (Company No. ……) of …… by way of continuing security hereby (i) charge to you all monies evidenced by and or standing to the credit of the account(s) referred to in the schedule herein standing to my/our name including any renewed and or substituted account and or accounts not mentioned herein but are described and/or are mentioned in other documents evidencing my/our agreement to create charge(s) over these account(s) ("the Account") as a continuing security for payment to you, on demand, of all and/or any of the Customer's liabilities under any banking facilities and/or account with you and/or any moneys now or hereafter from time to time due or owing by the Customer to you (whether such liabilities be actual or contingent, primary or collateral, joint or several), together with profit, commission and discount and all other charges expenses and costs including legal costs (on a solicitors and client basis) occasioned by or incidental to this Memorandum of Charge Over Islamic Account up to date of payment ("the Indebtedness") and/or (ii) agree and undertake that in addition to any right of set-off or other general lien or similar right to which you as bankers may be entitled in law, you may at any time (including in the event of the death, incapacity or bankruptcy, winding up or receivership of me/any of us or upon the receipt by you 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 you) without giving me/us any notice of demand combine and/or consolidate all or any of my/our accounts including accounts maintained jointly with others and all savings, current and/or other banking accounts including the Account both matured or unmatured together with profit thereon (hereinafter called "the said Deposits") and including proceeds from export bills and bills sent for collection I/we maintain with any of your branches or divisions with the Indebtedness and set off or transfer any sum or sums standing to the credit of any one or more of the said Deposits in or towards satisfaction of any of the Indebtedness on any of the Customer's account(s) or in any other respect whether the Indebtedness be actual or contingent, primary or collateral and several or joint.

I/We agree that you may renew the Account together with profit thereon on maturity date for such tenure(s) and upon such profit rates applicable for the renewed tenure and such other terms and conditions for the said renewal. Upon the renewal(s) of the Account you may retain the renewed Account and prohibit the withdrawal of any monies under the Account as continuing security in the same way as the original or previous Account, for all monies which shall be owing by the Customer until such time as the whole of the Indebtedness have been paid or repaid in full.

I/We agree to do all acts, deeds and things including the execution and signing of such notices, endorsements and documents as may be required by you during the continuance of this security.

I/We hereby irrevocably agree, undertake and confirm that you have the right to at any time and without further notice to me/us, without first having recourse to any other security or guarantee you 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 and/or withdraw the Account and/or apply the proceeds thereof or transfer or set-off all and/or any part of the principal(s) and/or profit(s) in respect of the Account in or towards payment or satisfaction of all or part of the Indebtedness. I/We agree that you shall not be liable for any loss occasioned by me/us by reason of the exercise of your rights including (without limitation) any loss of profit(s).

I/We further irrevocably agree undertake and confirm that during the continuance of the financing facilities granted, I/we shall not without your prior consent in writing:-

(a) sell, transfer, assign, charge, mortgage, pledge or otherwise howsoever deal in or part with all and/or any part of the Account ;

(b) withdraw the whole or any part of the Account and/or any of the profit accruing thereunder.

I//We agree that a statement signed by one of your officers as to the amount of the Indebtedness due and owing by the Customer and/ or me/us to you shall be regarded as final, conclusive and binding against me/us for all purposes save and except where there is fraud or manifest error.

I/We agree that no failure to exercise or enforce and no delay in exercising or enforcing any of your rights herein shall operate as a waiver thereof nor shall it in any way prejudice or affect your right afterwards to act strictly in accordance with the powers conferred on you herein.

I/We hereby irrevocably appoint you and any person nominated in writing under the hand of any of your officers (hereinafter referred to as **"Attorney**") as my/our attorney and in my/our name and on my/our behalf to deal with the said deposit in any manner whatsoever and to do all things as fully and effectually as I/we could do myself/ourselves including without limiting the generality of the foregoing, the following:

(a) to collect such sums of monies as are due or which become due to me/us under the Account(s) and to issue good receipts thereof;

(b) to give instructions on my/our behalf in respect of the Account(s);

(c) to renew the term of the Account(s) on maturity for such period or periods and to withdraw the said deposit as and when you shall in your discretion may determine;

(d) to execute all such documents as may be necessary to vest in you effectively the rights title and interest in the Account(s);

AND I/we hereby agree and undertake at all times hereinafter to ratify and confirm whatsoever the Attorney shall lawfully do and cause to be done in and concerning the said deposit by virtue of this Memorandum of Charge Over Islamic Account.

Without prejudice to the generality of the foregoing powers (which I/we hereby declare are to be given the fullest and widest interpretation) and for the purpose of merely affording further protection to persons dealing with the Attorney I/we hereby expressly authorise the Attorney in my/our name and on my/our behalf with power for such attorney to appoint or remove any substitute or substitutes and generally to do all acts and things and sign and execute all such documents as may be necessary for effectuating any of the purposes aforesaid as fully and completely as I/we myself/ourselves could do if personally present.

I/We agree that this Memorandum of Charge Over Islamic Account shall be governed and construed in accordance with the laws of Malaysia, and the courts of Malaysia shall have jurisdiction to settle any disputes which may arise out of or in connection with this Memorandum of Charge Over Islamic Account.

I/We agree that if any term, condition, provision or undertaking of this Memorandum of Charge Over Islamic Account or any part thereof is or becomes illegal, invalid, void, prohibited or unenforceable in any respect under any law 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 Memorandum of Charge Over Islamic Account.

I/We hereby agree that 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 at my/our address stated herein or at my/our address last registered with you 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 (save in instance when the said notice is returned undelivered to the Bank) or upon receipt of a duly signed A.R card if by A.R registered post.

I/We agree that this Memorandum of Charge Over Islamic Account shall ensure for the benefit of your assignee and successors in title and any person to whom you 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. Save for the security and encumbrance created in your favour herein, I/we shall not assign or transfer any of my/our rights, titles, interests and benefits of the said fixed deposit(s) to any other person. You may notify us in writing upon such assignment and/or novation.

Witnessed by:

Yours faithfully

1) .....

2) .....
(Depositors Signature)

SCHEDULE

Name of Account and Account No	Date of issuance of Certificate/ Date of Opening of Account	Name of Depositor(s)	Amount	Maturity Date
Eg Fixed Return Income-i Account No>....				