

IMPORTANT NOTICE: THE TERMS OF THIS AGREEMENT FORM A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER AND THE BANK. PLEASE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY SEEK THE BANK'S CLARIFICATION ON SUCH TERMS AND CONDITIONS.

THIS AGREEMENT is made the date on as stated in **Item 1 of Schedule 1**

between

The person(s) named and having his (their) address as stated in **Item 2 of Schedule 1** (hereinafter referred to as the "Customer") of the one part

and

CIMB ISLAMIC BANK BERHAD (Company No. **671380-H**), a licensed bank incorporated in Malaysia and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur (hereinafter referred to as the "**Bank**") and through such branch as identified in the Letter of Offer (as hereinafter defined) of the other part.

WHEREAS the Customer has applied to the Bank for the Facilities of the description and for such aggregate amount as stated in the Letter of Offer, and the Bank has approved the application upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, except where there is a specific provision to the contrary or where the context otherwise requires, each of the expressions set out in the left hand column below shall bear the meaning shown opposite it in the right hand column:

Applicable Laws	any laws or any directives, guidelines, circulars, notes, directions, requests, requirements, orders, rules, rulings and/or regulations (in each case, whether or not having the force of law) of any governmental and/or regulatory authority and/or other persons or body having authority or jurisdiction over the Bank, the Customer and/or the Security Party, as the case may be.
Assignment	an assignment relating to any contract, agreement and/or property including but not limited to the Property, to be created by the Customer and/or any third parties as the Bank may in its discretion specify, in favour of the Bank and in form and content acceptable to the Bank, duly executed by the Assignor as security for the Facilities and the Indebtedness.
Assignor	the person(s) named in the Letter of Offer, and shall include the Assignor's personal representatives, successors-in-title, permitted assigns and/or persons deriving title thereunder, as the case may be.
Availability Period	the period of time for which the Facilities shall be available to the Customer as specified in this Agreement.
AB-i Facility	the Accepted Bills-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.
Bank Guarantee	the Bank Guarantee to be issued by the Bank under the BG-i Facility in the form and content acceptable to the Bank, or in such form and content as the Bank may prescribe from time to time, and the expression shall include any extensions or renewal thereof.
Bank's Shariah Committee	Board means the Board Shariah Committee of the Bank established in accordance with the requirements of the IFSA and the Bank's Article of Association;

Base Financing Rate or BFR	the rate per annum prescribed by the Bank (and subject to the terms of this Agreement, as varied from time to time at the discretion of the Bank) as an indicator rate against which rates of profit for financings made in Ringgit Malaysia to customers of the Bank or the rate (by whatever name called) that is from time to time quoted by the Bank as its base financing rate.
BG-i Facility	the Bank Guarantee-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.
BNM	Bank Negara Malaysia, and shall include its successors-in-title, assigns and/or persons deriving title thereunder, as the case may be.
Business Day	a day on which banks are (other than a Saturday or Sunday or public holiday) for general business in Kuala Lumpur for the transaction of business of the nature required by this Agreement.
Charge	a legal Charge on the Property in favour of the Bank in the form and content acceptable to the Bank, duly executed by the Chargor as security for the Facilities and the Indebtedness.
Chargor	the person(s) named in the Letter of Offer, and shall include the Chargor's personal representatives, successors-in-title, permitted assigns and/or persons deriving title thereunder, as the case may be.
CL-i Facility	the Cash Line-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement
Constitution	has the meaning ascribed to it in the Companies Act 2016
Cost of Funds	the cost of fund of the Bank of obtaining Ringgit deposits from the Interbank Islamic Money Market to fund the Facilities plus the cost of maintaining statutory reserves and complying with the liquidity and other requirements imposed from time to time by any law or by BNM or any other relevant authority having jurisdiction over the Bank from time to time.
Customer	the person(s) named and having his (their) address as stated in Item 2 of Schedule 1 , and shall include the Customer's personal representatives, successors-in-title, permitted assigns and/or persons deriving title thereunder, as the case may be.
DBEP-i Facility	the Domestic Bills of Exchange Purchased-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.
FBEP-i Facility	the Foreign Bills of Exchange Purchased-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.
DC-i Facility	the Documentary Credit-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.
Debenture	a fixed and a floating charge over all the assets, property and undertakings of the Customer and/or the Security Party in favour of the Bank, in the form and content acceptable to the Bank, to be executed by the Customer and/or the Security Party as security for the Facilities and the Indebtedness.
Deed of Assignment of Benefit of Contract	the Deed of Assignment of Benefit of Contract, which shall be in a form and content acceptable to the Bank, to be executed by the Assignor in favour of the Bank, as security for the Facilities and the Indebtedness.
Depositor	the person(s) named in the Letter of Offer or to be named from time to time, and shall include the Depositor's personal representatives, successors-in-title, permitted assigns and/or persons deriving title thereunder, as the case may be.
Designated Account	the account maintained to reflect the amount due to the Bank or the current account opened and maintained with the Bank for the CL-i Facility.

Disbursement	a disbursement made by the Bank under any Facility and/or the issue of a Bank Guarantee-i or Documentary Credit by the Bank, pursuant to a request by the Customer to be made or deemed made in accordance with the terms and/or conditions of this Agreement
Disbursement Notice	a notice by the Customer to the Bank requesting for Disbursement of the relevant Facility (other than TF-i, CL-i and RC-i) in the form and content acceptable to the Bank, duly completed and signed by or on behalf of the Customer.
Documentary Credit	the Documentary Credit to be issued by the Bank under the DC-i Facility in the form and content acceptable to the Bank, or in such form and content as the Bank may prescribe from time to time, and the expression shall include any extensions or renewal thereof.
Event of Default	any of the events mentioned in Clause 10 or any event which, with a lapse of time and/or the giving of notice and/or a determination being made under the relevant paragraph, would constitute any of the events mentioned in Clause 10.
Facilities	the facility or facilities stated in the Letter of Offer to be granted by the Bank to the Customer subject to the terms and conditions of this Agreement (including but not limited to the relevant provisions of Schedule B), and where the context so requires or admits, references to the Facilities shall be construed as a reference to one or more of the Facilities or all the Facilities and “ Facility ” shall be construed accordingly.
FECL-i Facility	the Foreign Exchange Contract Limit-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.
Guarantee	a guarantee in favour of the Bank in the form and content acceptable to the Bank, duly executed by the Guarantors.
Guarantors	the person(s) named in the Letter of Offer, and shall include the Guarantors’ personal representatives, successors-in-title, permitted assigns and/or persons deriving title thereunder, as the case may be.
Indebtedness	the aggregate of all monies, whether principal, profit, commission, commitment fees, cost, 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 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 repayment and payment of all or any monies by the Customer and/or Security Parties in respect of or arising from the Facilities and shall include any part thereof.
Takaful Certificate	the takaful certificate and/or any form of takaful coverage from the Takaful Operator in form and content acceptable to the Bank.
Takaful Operator	the person(s) in the Bank’s panel or as agreed by the Bank and shall include the Takaful Operator’s personal representatives, successors-in-title, permitted assigns and/or persons deriving title thereunder, as the case may be.
Profit Payment Date	any date stated in this Agreement for payment of profit, and unless so stated, Profit Payment Date will mean the last day of each month or any other date specified by the Bank.
Labuan FSA	the Labuan Financial Services Authority, and shall include its successors-in-title, assigns and/or persons deriving title thereunder, as the case may be.
Property	such property bearing the particulars and description as set out in the Letter of Offer.
Letter of Offer	the letter of offer issued by the Bank to the Customer and bearing the date stated in Item 3 of Schedule 1 , and includes any supplementals, amendments, variations or additions thereto.

Memorandum of Charge over Islamic Account	the Memorandum of Charge over Fixed Deposit in favour of the Bank in form and content acceptable to the Bank, duly executed by the Depositor as security for the Facilities and the Indebtedness.
Murabahah Sale Confirmation	A confirmation sent by the Bank to the Customer confirming and specifying the details of the Tawarruq transaction that has been entered into between the Bank as the seller of the commodity and the Customer (via the Bank as the Customer's agent) as the buyer of the commodity in the form as set out in Schedule D of this Agreement
Power of Attorney	the power of attorney to be issued/executed by the Security Party in favour of the Bank, in form and content acceptable to the Bank.
Prevailing Rate	The rate or rates of profit specified in this Agreement in respect of the various Facilities, and includes such other rate or rates of profit as may be prescribed by the Bank from time to time.
RC-i Facility	the Revolving Credit-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.
Restricted Party	refers to a person: <ul style="list-style-type: none"> (i) that is listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) that is located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; (iii) with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities; or (iv) that is listed or restricted under the Bank's policy or persons acting on behalf of or a person located in prohibited or restricted countries under the Bank's policy or persons acting on behalf of a person dealing in prohibited business or currencies under the Bank's policy or persons acting on behalf of such person.
Payment Date	the payment date or dates specified in this Agreement for the various Facilities.
Purchase Request	In relation to Facility utilizing the concept of Tawarruq, means purchase request by the Customer in the form as set out in Schedule C hereto.
Ringgit Malaysia and RM	the lawful currency of Malaysia.
Sanctions	the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority.
Sanctions Authority	refers to: <ul style="list-style-type: none"> (i) the US government; (ii) the United Nations; (iii) the European Union; (iii) the United Kingdom government; (v) the Malaysian Government; (vi) the Government of countries in which CIMB Group has presence or dealings; (vii) the respective Governmental Agencies and governmental institutions of any of the foregoing, including, the Office of Foreign Assets Control of the US Department of Treasury, the US Department of State and Her Majesty's treasury of the United Kingdom; or (viii) and other enforceable authority.

Sanctions List	<p>refers to</p> <ul style="list-style-type: none"> (i) the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the US Department of Treasury and published from time to time on its website at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx (or any replacement website or page); (ii) the consolidated list of financial sanctions targets and the investment ban list maintained by Her Majesty's treasury of the United Kingdom and published from time to time on its website at http://www.hm-treasury.gov.uk/fin_sanctions_index.htm (or any replacement website or page); or (iii) any similar list maintained by, or public announcement of Sanctions designation made by, any Sanctions Authority controlled, prohibited or restricted goods list maintained by law enforcement agencies.
Security Documents	<p>the agreements and documents stated in the Letter of Offer, including (where applicable) the Charge, the Assignment, Deed of Assignment of Benefit of Contract, Debenture, the Memorandum of Charge over Islamic Account, the Power of Attorney, the Guarantee and/or the Takaful Certificate, all in form and content acceptable to the Bank, and/or any documents for the time being or from time to time constituting security whether by way of substitution or in addition to any Security Interest in favour of the Bank for the obligations and liabilities of the Customer under this Agreement for the Facilities and the Indebtedness, and references to the Security Documents include reference to any of them.</p>
Security Interest	<p>any guarantee, mortgage, pledge, lien, right of set-off, sale with right of retention (other than a lien, right of set-off or sale with right of retention arising by operation of law and in the normal course of business), charge (whether legal or equitable, fixed or floating), assignment, debenture, hypothecation, deposit, takaful certificate and/or any security interest of any kind (including without prejudice any "hold-back" or "flawed assets" arrangement title retention, assignment or transfer by way of security, sale and lease-back, sale and repurchase on credit terms) and/or any other arrangement having substantially the same legal or economic effect as any of the foregoing, and "secured" shall be construed accordingly.</p>
Security Party	<p>the Assignor, Chargor, Depositor, Guarantors, Takaful Operator, and/or any other persons presently or in future executing or providing any Security Documents, Security Interest and/or any form of security to the Bank for payment of the Indebtedness, and any reference to the Security Party includes references to any of them.</p>
SG-i Facility	<p>the Shipping Guarantee-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.</p>
Shipping Guarantee	<p>the Shipping Guarantee to be issued by the Bank under the SG-i Facility in the form and content acceptable to the Bank, or in such form and content as the Bank may prescribe from time to time, and the expression shall include any extensions or renewal thereof.</p>
Tawarruq	<p>A Shariah principle refer to the process of purchasing a commodity for a deferred price and selling it to third party for a spot price in order to obtain cash.</p>
TF-i Facility	<p>the Term Financing-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.</p>
TR-i Facility	<p>the Trust Receipt-i Facility to be granted by the Bank to the Customer subject to the terms and conditions in this Agreement.</p>
Transaction Documents	<p>The documents as prescribed in the Letter of Offer</p>

United States Dollar and USD the lawful currency of the United States of America and in relation to all payments to be made under this Agreement, same day funds settled through the New York Clearing House System or such other funds as may for the time being be customary for the settlement in New York City of international payments in such currency.

1.2 Interpretation

In this Agreement (unless the context otherwise requires):

- (a) words applicable to natural persons shall include any body of persons, companies, corporations, firms or partnerships, states, administrative and governmental entities, and vice versa;
- (b) references to the masculine gender include the feminine and neuter genders and vice versa, and references to the singular number include the plural and vice versa;
- (c) references to any Schedule, Clauses, sub-clauses, paragraphs and sub-paragraphs are references to the schedules, clauses, sub-clauses, paragraphs and sub-paragraphs of this Agreement;
- (d) the headings of clauses and the underlined introductory words to sub-clause are inserted for ease of reference only and shall be ignored in construing this Agreement;
- (e) references to any statute, law, enactment, rule or regulation include the statute, law, enactment, rule or regulation as reenacted, amended or extended from time to time;
- (f) references to any document shall be deemed to include references to such document as varied supplemented or replaced from time to time;
- (g) all annexures, schedules or appendices to this Agreement shall be taken, read and construed as essential parts of this Agreement;
- (h) where two or more persons or parties are included or comprised in any agreements, terms, stipulations and undertakings expressed to be made to such persons or parties the same shall be enforceable by them jointly and severally and all agreements, terms, stipulations and undertakings expressed to be made by or on the part of such persons or parties shall be deemed to be made by and binding upon such person or parties jointly and severally; and
- (i) words denoting an obligation on a person or party to do any act, matter or thing include an obligation to procure that it be done and words placing a person or party under a restriction include an obligation not to permit infringement of that restriction.

2 CONDITIONS PRECEDENT AND DISBURSEMENT

2.1 Conditions Precedent

The Facilities shall become available to the Customer when all the conditions in Schedule A have been fulfilled, the Bank has received the documents and evidence listed in Schedule A, in each case in form and content satisfactory to the Bank, and upon fulfilment of the conditions set out in Clause 2.4.

2.2 Waiver of Conditions Precedent

The terms and conditions set out in Schedule A, Clauses 2.1 and 2.4, are inserted and may be waived by the Bank in whole or in part in respect of any Facility with or without terms or conditions, without prejudicing the rights of the Bank to assert such terms and conditions in whole or in part in respect of any other Facility or with regard to subsequent Disbursements in respect of the same Facility.

2.3 Cancellation Pending Compliance

Pending the fulfilment in manner satisfactory to the Bank of the conditions precedent hereinbefore specified, the Bank may at its discretion terminate the Facilities or suspend the Disbursement of the Facilities or any part thereof by notice to the Customer.

2.4 Conditions for Utilisation If:

- (a) no Event of Default has occurred or would occur as a result of the utilisation of any of the Facilities;
- (b) the conditions precedent in Schedule A, have been fulfilled by the Customer to the satisfaction of the Bank;

- (c) all fees and expenses payable hereunder which have become due have been paid in full;
- (d) there has been no material adverse change in the financial condition of the Customer;
- (e) each of the representations and warranties set out in Clause 6.1 remain accurate at the date of utilisation as if given on that date by reference to the facts and circumstances then existing; and
- (f) there has been no change in circumstances or law which may affect the ability of the Bank to grant the Facilities or which may increase the costs to the Bank in doing so;

then subject to the provisions of this Agreement, and in particular to the specific terms and conditions set out in relation to the particular Facility, the Customer may on a Business Day during the duration of the Facility or the Availability Period (as the case may be) utilise or continue to utilise the Facility.

2.5 Disbursement

The Customer hereby authorises the Bank to pay any amounts of the Facilities in such manner and upon such terms and/or conditions as determined by the Bank, to any financial institution, firm of solicitors, developer or vendor, builder, contractor, architect and/or any such persons as the Bank may in its discretion decide, and/or by progressive release or otherwise as determined by the Bank.

The Customer shall not request the Bank to stop or defer any disbursement of the Facilities if the Bank has already given any undertaking to any third parties to disburse the Facilities.

3 THE FACILITIES

3.1 Amount

Subject to the terms and/or conditions of this Agreement (including but not limited to **Schedule B**), the Bank agrees to make available to the Customer and the Customer agrees to accept the Facilities in the maximum aggregate amount stated in the Letter of Offer.

3.2 Purpose

The Customer undertakes and agrees that the Facilities shall be used solely for the purposes herein stated. Despite the foregoing provision:

- (a) the Bank shall not be obliged to enquire as to the utilisation by the Customer of the Facilities or to ensure that they are in fact utilised as envisaged; and
- (b) the liability of the Customer under this Agreement shall not be in any way prejudiced, affected or diminished by reason that all or any part of the Facilities are utilised for some other purpose (whether or not the Bank has notice of that fact).

4 PROFIT, COMMISSION AND VARIATION OF PROFIT AND COMMISSION

4.1 Payment of Profit

Unless any other profit payment period is specified by the Bank, the Customer shall pay to the Bank the profit, commission, bank charges and such other charges whatsoever set out in the relevant Letter of Offer and chargeable under this Agreement. The profit period for each Disbursement under the Facility shall be divided into successive profit periods of one (1) month. The Bank may revise the duration of the profit periods by giving the Customer not less than twenty-one (21) calendar days' prior written notice.

4.2 Right to Recall

Despite the provision of Clause 4.1 above, the Bank may by notice to the Customer recall the Facilities upon any non-payment of profit when due to the Bank.

4.3 Rate

The rate of profit, bank charges and other charges payable by the Customer to the Bank on the Indebtedness shall, subject to the Bank's right of variation under this Clause 4, be calculated in the manner set out in the Letter of Offer and under the applicable terms in Schedule B.

4.4 Variation

Despite the provisions relating to the rates of profit or commissions or discount rates or other bank charges provided in this Agreement or elsewhere in any other documents, the Bank may at any time and/or from time to time to vary at its discretion such rates of profit or commissions or discount rates or other bank charges (which variation may take place by either varying the Base Financing Rate or Cost of Funds or the margins or spreads above the Base Financing Rate or Cost of Funds or any of the foregoing, or in the manner or mode of computation or charging or howsoever by any of the following methods of notification to the Customer:

- (a) in respect of any variation of the Base Financing Rate, by placing in one issue of a daily national newspaper or by displaying at the premises of the Bank or posted on CIMB Malaysia Group's website, a general notice of change of the Base Financing Rate addressed to the public generally and the variation shall take effect on the date specified therein which date shall not fall any earlier than twenty-one (21) calendar days' from the date of such notice. Such notice shall be deemed given on the first date of: (i) such publication made in the newspaper in which publication is required, (ii) the public display at the Bank's premises; or (iii) posting on CIMB Malaysia Group's websites; in respect of any variation of the margin or spread imposed above the Base Financing Rate or the rates of profit, commissions, discount rates or other bank charges or otherwise, by giving not less than twenty-one (21) calendar days' prior written notice (which need not be signed if sent by computer generated advice) on the Customer and the said notice may be sent by ordinary mail at the Customer's last known address. The variation shall take effect from the date specified in the notice; and
- (b) in respect of any variation of the Cost of Funds, and/or any variation of the margin or spread imposed above the Cost of Funds, the Bank may vary the Cost of Funds, and/or the margin or spread imposed above the Cost of Funds, by notice to the Customer.

In the event of any delay on the part of the Bank to give any notice to the Customer regarding any variation as stated above shall not relieve the Customer from its obligation to pay the profit, commissions, discount charges or other bank charges at the varied rates. The decision and certificate or confirmation of the Bank as to what at any time is the rate of profit chargeable or commission or bank charges or other charges or the amount of profit or commission or bank charges or other charges payable by the Customer shall in the absence of manifest error be final and conclusive and binding upon the Customer.

4.5 Changes to Payment Terms Consequential to Variation of Profit

Subject to Clause 4.4 above, if as and when the rate of Profit payable by the Customer under this Agreement is varied by the Bank, the Bank may in its discretion, by notice to the Customer make the necessary adjustments consequential to such variation by:

- (a) varying the amount of any instalments; or
- (b) varying the number of instalments; or
- (c) varying the time for payment; or
- (d) all of the above.

4.6 Method of Calculating Profit

Profit shall be calculated on the basis of actual days elapsed and shall be paid by the Customer (which the Customer hereby undertakes to do) to the Bank at the end of each profit period.

Despite the above, the Customer hereby agrees that the method or manner of calculation of profit and all other banking charges payable herein shall be by such method or manner as the Bank shall adopt from time to time in the discretion of the Bank and the decision of the Bank shall in the absence of manifest error be final and conclusive.

4.7 Claims and Ta'widh (Compensation)

If there is a default in the payment of any instalment, profit and/or any other moneys agreed to be paid by the Customer under the Facilities or a demand is made by the Bank of the Indebtedness or any part thereof, the Customer shall pay to the Bank Claims and Ta'widh (Compensation) at the rate prescribed in the Letter of Offer and Schedule B. Such Claims and Ta'widh (Compensation) is calculated from the date such payment is overdue until the date of full payment both before as well as after any demand or judgment and despite the relationship of the banker and Customer may have ceased or been terminated.

5. SECURITY

5.1 Undertaking Relating to Security

In consideration of the Bank granting the Facilities and as continuing security for the payment by the Customer of the Facilities and the Indebtedness, the Customer shall in addition to this Agreement prior to or contemporaneously with the execution of this Agreement, and/or as and when required by the Bank, execute and/or provide, or cause the Security Parties to execute and/or provide, the Security Documents.

5.2 Continuing Security

Any form of security created by or under the Security Documents is intended to be and shall be a continuing security for all monies whatsoever now or hereafter and from time to time payable to the Bank under the Facilities and the Indebtedness and is in addition to, and shall not be merged in, or in any way prejudice, any other security which the Bank may now or hereafter hold or have with the Customer or any other person in respect of the amount due under this Agreement.

5.3 Restriction against Other Security Interest

The Customer hereby declares that there is no subsisting encumbrance whatsoever upon any of its assets secured by the Security Interest or Security Documents to which it is a party and the Customer shall not during the term of this Agreement, the Security Interest and the Security Documents, without the consent in writing of the Bank, execute or grant any form of encumbrances in respect of any of its assets secured by the Security Documents and shall procure that each Security Party similarly does not do so in respect of any assets of that Security Party secured by the Security Documents.

5.4 Undertaking to Provide Further Security

If the Bank shall determine that further or additional security is required from the Customer and/or the Security Party to secure the Facilities or Indebtedness for whatever reasons including any increase in the liabilities, commitment and/or obligations of the Bank under the Agreement or there has occurred or is likely to occur any dilution, reduction, decrease or failure in any Security Interest, the Customer and/or the Security Party, shall upon receipt of prior written notice from the Bank

- (a) provide and/or execute in favour of the Bank or as the Bank shall direct, any further Security Interest, including but not limited to any charges, mortgages, assignments, transfers or agreements in relation to the estate, assets or business, which now or in future will belong to the Customer and/or the Security Party and the benefit of all licences held in connection with such estate, assets or business as the Bank shall require, to secure all moneys and liabilities hereby agreed to be paid or intended to be hereby secured, such Security Interest to be prepared by or on behalf of the Bank at the cost of the Customer and to contain all such terms and conditions as the Bank may require.
- (b) procure the Security Party to, at any time if and when required by the Bank so to do, deposit with the Bank the documents of title of any or all immovable properties vested in the Customer or the Security Party for any tenure and all or any debentures shares stocks or other investments or securities to the Customer or the Security Party. Such deposit may be by way of collateral security for the payment/repayment of moneys and liabilities hereby secured and may also or otherwise be for the purpose of securing any other moneys payable to the Bank by the Customer and not secured hereunder.

5.5 Agreement not to prejudice existing or collateral security.

This Agreement and the Security Documents shall be without prejudice to any security which may already or hereafter be given by the Customer or a Security Party whether the same be for securing the payment/repayment of the Indebtedness or any part thereof or any other money agreed to be paid and whether such security is taken as additional or collateral security or otherwise howsoever.

6. REPRESENTATION AND WARRANTIES

- 6.1 The Customer acknowledges that the Bank has entered into this Agreement and granted the Facilities in full reliance on representations by the Customer in the following terms and the Customer now represents and warrants to the Bank that:

- (a) **Valid and binding:** that the Transaction Documents and/or the Security Documents constitute the legal, valid and binding obligations of the Customer and/or the Security Party (if any) in accordance with their respective terms and conditions;
- (b) **Non-violation:** that the execution, delivery and performance of the Transaction Documents and/or the Security Documents by the Customer and/or the Security Party (if any):
 - (i) will not violate the provisions of any law or regulation or any order or decree of any governmental authority, agency or Court to which the Customer and/or the Security Party (if any) is/are subject;
 - (ii) will not violate the provisions of any mortgage, contract or other undertaking or instrument to which the Customer and/or the Security Party (if any) is/are party(ies) or which is/are binding upon the Customer and/or the Security Party (if any);
 - (iii) will not result in the creation or imposition of any obligation to create or impose any mortgage, lien, pledge or charge on any of the Customer's and/or the Security Party's (if any) assets or revenues pursuant to the provisions of any such mortgage, contract or other undertaking or instrument; and/ or
 - (iv) will not violate the Customer's and/or the Security Party's Constitution (where the Customer and/or the Security Party, as the case may be, has a Constitution);
- (c) **Consents:** that all consents, approvals or authorisations of any relevant authority which are required on the part of the Customer and/or the Security Party (if any) or which are advisable for or in connection with the execution, delivery, performance, legality and enforceability of the Transaction Documents and/or the Security Documents have been obtained and are in full force and any conditions contained therein or otherwise applying therein have been complied with;
- (d) **No default:** that the Customer and/or the Security Party (if any) is/are not in default under any agreement to which the Customer and/or the Security Party (if any) is/are a party or by which the Customer and/or the Security Party (if any) are bound and no bankruptcy or winding up proceedings are pending nor any litigation, arbitration or administrative proceedings are presently current or pending or threatened which default, bankruptcy, winding-up, arbitration or administrative proceedings as the case may be might materially affect the solvency of the Customer and/or the Security Party (if any) and might impair the Customer's and/or the Security Party's (if any) ability to perform the Customer's and/or the Security Party's (if any) respective obligations under the Transaction Documents and/or the Security Documents;
- (e) **Power and authorisations:** that the Customer and/or the Security Party (if any) has/have the full and absolute power, right and authority to execute the Transaction Documents and/or the Security Documents and that there is and shall be no person or party having priority over the Bank in respect of the Property and/or the security provided to the Bank, save and except as the Bank may agree in writing in its discretion;
- (f) **Payment of Outgoings:** to pay all quit rents, rates, taxes, assessments and other charges imposed or to be imposed by the Government or any other competent authorities and other charges or levies and other outgoings in respect of its asset and the Property (if applicable);
- (g) **Financial Statements:** the audited financial statements (including the income and balance sheets) of the Customer for the financial year ended prior to the date of this Agreement have been prepared on a basis consistently applied in accordance with generally accepted accounting principles in Malaysia and gives a true and fair view of the results of its operations for that year and the state of its affairs at that date, and in particular accurately discloses or reserves against all the liabilities (actual or contingent) of the Customer as at such date and all material unrealised or anticipated losses from any commitment entered into by it and which existed on that date;

- (h) **Material change in financial condition:** there has been no material adverse change in the financial condition or operations of the Customer since the date of the Letter of Offer;
- (i) **No security:** none of the assets, properties and rights of the Customer is affected by any security interest and the Customer is not a party to, nor is it or any of its assets bound by, any order, agreement or instrument under which the Customer is, or in certain events may be, required to create, assume or permit to arise any security interest;
- (j) **Information:** all information furnished by the Customer in connection with the Customer and to the best of its knowledge and belief, each Security Party (if any), do not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful inquiry by the Customer and the Customer is not aware of any material facts or circumstances that have not been disclosed to the Bank which might, if disclosed, adversely affect the decision of a person considering whether or not to provide finance to the Customer;
- (k) **Disclosure:** the Customer has fully disclosed in writing to the Bank all facts relating to the Customer and/or the Security Party (if any) which the Customer knows or should reasonably know and which are material for disclosure to the Bank in the context of the Facilities;
- (l) **Property:** subject to the Transaction Documents and/or the Security Documents, it:
 - (i) is the legal and beneficial owner of the Property (if applicable) and all its assets; and
 - (ii) on acquiring any property forming part of the security given by it, is the legal and beneficial owner of that property, and no person other than the Bank holds or is entitled to hold an interest in the property mentioned in Section 3.01(l)(i) and (ii) other than under a Transaction Document and/or Security Document;
- (m) **Event of Default:** no Event of Default has occurred and/or is continuing;
- (n) **Dissolution:** no step, application, petition, legal proceeding or order has been taken by the Customer, any Security Party (if any), its/their shareholders nor have any legal proceedings been started or threatened for the dissolution of the Customer or any Security Party (if any) or for the appointment of any nominee, trustee, supervisor, judicial manager, manager, administrator, receiver, receiver and manager, liquidator or similar officer of the Customer or any Security Party (if any), its/their assets or any of them;
- (o) **No Immunity:** the Customer and/or each Security Party (if any) is/are subject to civil and commercial law with regard to its obligations under the Transaction Documents and/or the Security Documents and the execution, delivery and performance of Transaction Documents and/or the Security Documents constitute private and commercial acts rather than governmental or public acts and neither the Customer, the Security Party (if any) nor any of its/their properties enjoy any immunity on the grounds of sovereignty or otherwise in respect of its/their obligations under the Transaction Documents and/or the Security Documents;
- (p) **Conduct of Business:** the Customer is conducting its business and operations in compliance with all applicable laws and regulations and all directives of governmental authorities having the force of law;
- (q) **Applicable Laws:** there is no violations of any provisions contained in any Applicable Laws or Guidelines

- (r) **Sections 366, 370, 396 and 404 of the Companies Act:** no step, application, petition, legal proceeding or order to institute any voluntary arrangement, judicial management, scheme of compromise, arrangement reorganisation, reconstruction or amalgamation has been started, taken or threatened under the Companies Act by the Customer or any Security Party (if any), its/their creditors or any of its/their shareholders or any other person in its/their behalf;
- (s) **Takaful:** no event or circumstance has occurred, nor has there been any omission to disclose a fact which, in any such case, to the best of the Customer's knowledge and belief after due enquiry would entitle any takaful operator to avoid or reduce its liability under any of the Takaful and all Takaful required to be effected by the Customer have been so effected and are valid and binding and in full force and effect and all contribution due have been paid;
- (t) **Dishonoured Cheques Information System (DCHEQS) Guidelines:** that the Customer and/or any Security Party (if any) or the Customer's and/or any Security Party's (if any) account is not listed under the DCHEQS guidelines or otherwise for that matter designated as "special" under such guidelines;
- (u) **Corporation:** if the Customer and/or any of the other Security Party (if any) is/are a corporation:
 - (i) the Customer and/or the other Security Party (if any) is/are duly incorporated under the relevant law;
 - (ii) all requisite corporate shareholders or other approvals for the execution of the Transaction Documents and/or the Security Documents have been obtained;
 - (iii) where the Customer and/or the Security has a written Constitution, the Customer and/or the Security Party (if any) is/are empowered to execute the Transaction Documents and/or the Security Documents under their respective Constitution of the Customer and/or the Security Party (if any);
- (v) **Exclusive Purpose:** that the Facilities shall be exclusively applied towards the Purpose stated in this Agreement and shall at all times be used for halal purposes and will not be used in any manner which is in contravention with the religion of Islam;
- (w) **Approval of the Bank's Board Shariah Committee:** that the Customer understands that the Facilities have been endorsed by the Bank's Board Shariah Committee appointed by the Bank and hereby agrees and undertakes that the approval is final, conclusive and binding upon the Customer; and
- (x) **Material Change in Constitution:** Since the date the Customer applied for the Facilities there has been no material alterations or changes in the constitution, condition and business or other affairs of the Customer which could or might adversely affect the ability of the Customer to perform their obligations under the Transaction Documents and/or the Security Documents to which it is a party;
- (y) **Change in law:** no extraordinary circumstances or change of law or other government action has occurred which shall make it improbable that the business of the Customer can be carried out or that the Customer will be able to observe and perform the undertaking and obligations on its part to be performed and observed under this Agreement and/or the Security Documents to which it is a party;
- (z) **Tax Liabilities:** all necessary returns have been delivered by or on behalf of the Customer and/or the Security Party to the relevant taxation authorities and the Customer is not in default in the payment of any taxes, assessments, fees and other governmental charges assessed against each of them or upon any of their respective properties, assets, business or

income, and no claim is being asserted with respect to taxes which is not disclosed in the financial statements referred to in paragraph (z) below;

- (aa) **Accounts:** the audited financial statements (including the income statement and balance sheet) of the Customer if so required by the Bank have been prepared on a basis consistently applied in accordance with generally accepted accounting principles in Malaysia and give a true and fair view of the results of its operations for the period stated and the state of its affairs at that date, and in particular accurately disclose or reserve against all the liabilities (actual or contingent) of the Customer; and
- (ab) **Illegality:** that neither the Customer nor any Security Party is involved in any illegal activities and all moneys and properties provided to the Bank are not derived in any way from illegal activities;
- (ac) **Connected Persons:** none of the directors, partners, executive officers, agents and/or guarantors of the Customer and/or the other Security Party (including their respective close relatives) is a director, controlling shareholder, influential shareholder, executive officer and/or officer of the Bank or is in any way otherwise connected with the Bank in accordance with the BNM's regulations. Close relatives means those family members who may be expected to influence or be influenced by the individual, as well as dependents of the individual. This includes the individuals' respective spouse and dependents of the spouse, child (including step children and adopted children) and spouse of the child, parent and brother or sister and their spouses.
- (ad) **Sanctions:** neither it nor any of its related corporations, nor any of their respective directors, officers or employees nor, to its knowledge, any persons acting on any of their behalf:
 - (i) is a Restricted Party;
 - (ii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority; or
 - (iii) deals with prohibited, restricted or controlled and dual goods or services, business, countries, currencies or vessels, without appropriate approvals, permits or consent.

6.2 The Customer acknowledges that the Bank has agreed to grant the Facilities to the Customer on the basis of and in full reliance upon, the aforesaid representations and warranties, which will be correct and complied with in all material respects so long as the Transaction Documents and/or the Security Documents shall survive and remain in full force and effect after the execution and delivery of this Agreement and despite any investigation by or on behalf of the Bank or any disclosure made by the Customer or a Security Party and each of the above representations and warranties will be correct and complied with in all material respects so long as the Facilities shall remain available.

- (i) The truth and correctness of all the matters stated in the representations and warranties under Clause 6.1 above shall form the basis of the Bank's commitment to make available or continue to make available the Facilities to the Customer. If any such representations and/or warranties made shall at any time hereafter be found to have been incorrect in any material respect then and in such event and despite anything to the contrary hereunder the Bank shall have the right at its discretion but subject to the Shariah requirement, to review, suspend, recall or terminate the Facilities or any part thereof.

6.3 The Customer shall be deemed to represent and warrant to the Bank each of the dates on which it shall hereafter utilize the Facilities that:

- (i) the representations and warranties (up-dated mutatis mutandis) contained in Clause 6.1 hereof are true and accurate in all respects as if made on such date; and
- (ii) no Event of Default contained in Clause 10.1 or any statement contained herein proves to be misleading or incorrect, it shall be deemed to have been made with the consent or connivance of or attributable to the neglect on the part of any director, manager or secretary or other similar officer of the Customer purporting to act in such capacity.

7. UNDERTAKINGS

7.1 Positive Undertakings

Subject to the Shariah principles, the Customer hereby expressly undertakes with the Bank that the Customer will and/or the Customer shall cause the Security Party (if any) at all times during the continuance of the Transaction Documents and the Security Documents and for so long as the Indebtedness remains outstanding and unpaid;

- (a) carry out and operate its business and affairs with due diligence and efficiency and in accordance with sound financial and industrial standards and practices and in accordance with its Constitution (if applicable) as amended from time to time;
- (b) furnish to the Bank on demand such information in respect of its business, operations, properties and assets, as the Bank may from time to time require;
- (c) furnish to the Bank half yearly management account and other information regularly and promptly as the Bank may from time to time require on any factors materially affecting the Customer's business and the operations and financial condition of the Customer including the Customer's profit and loss account and in particular supply the Bank with a statement of all monies payable by the Customer in such form as the Bank may from time to time require;
- (d) keep full particular account of the carrying on of its business or businesses and cause the same to be properly posted up to date and furnish to the Bank not later than one hundred and eighty (180) days from the end of each financial year copies of complete financial statements of the Customer certified by an officer of the Customer in such form as the Bank may from time to time determine and further as soon as available but in any event within one hundred and eighty (180) days after the end of each financial year of the Customer, forward to the Bank two (2) copies of its balance sheet, profit and loss account and annual report duly audited and certified by a qualified independent auditor stating accurately, in accordance with generally accepted accounting standards, the financial condition of the Customer;
- (e) maintain adequate records to reflect in accordance with consistently maintained sound accounting practices the operations and financial condition of the Customer and allow the Bank or its agents and servants to inspect all such records at any office or place of business of the Customer so far as such records relate to affect the Customer's properties, assets and business and the Customer shall give to the Bank or any person duly authorised by the Bank to inspect such records as may be required by the Bank;
- (f) punctually pay all rents and other outgoings payable in respect of all the premises at which it is presently carrying on business and obtain all necessary licenses and comply with all regulations relating to the carrying on of its business on such premises;
- (g) appoint from time to time only such auditor or firm of auditors as shall be approved by the Bank and authorise such auditor or firm of auditors to supply the Bank with a certified true copy of any communication sent by the auditor to the Customer and further to communicate directly to the Bank at any time in respect of any matter connected with the account and operations of the Customer;
- (h) obtain and comply with all governmental, corporate, creditors, or other necessary licenses, approval and consent for the financing hereunder, the carrying on of its business and the due observance and performance of all its obligations and undertakings hereunder;
- (i) punctually pay its the Indebtedness under the Transaction Documents when due and payable;
- (j) perform all its other obligations under the Transaction Documents and the Security Documents promptly and diligently;
- (k) permit and/or procure the Bank or any person authorised by the Bank at all reasonable times to enter into any premises occupied by or owned by the Customer for the purpose of inspecting any properties, goods, stock, books of account, document of title or assets whatsoever hereby charged which may be upon the premises and of checking the same with list and of making lists and inventories thereof and if the Bank shall reasonably so desire have the same valued at the expenses of the Customer by a valuer appointed by the Bank;
- (l) comply with any directive of the Bank which may be issued from time to time;
- (m) notify the Bank of the occurrence of any Event of Default hereunder or any event of default in relation to other indebtedness of the Customer or of any occurrence of which it becomes aware not later than three (3) Business Days, which in its reasonable opinion might adversely affect its ability to perform and fully comply with its obligations hereunder;

- (n) maintain such takaful in respect of its assets and business against all risks (including third party risks and workmen's compensation) which a prudent company carrying on a business similar to that of the Customer would normally cover and shall punctually pay all contributions necessary for maintaining such takaful;
- (o) promptly notify the Bank of any material event of adverse change in the condition (financial or otherwise) of the Customer or any of the Customer's related companies and of any litigation or other proceedings of any nature whatsoever being threatened or initiated against the Customer or any of the Customer's related companies before any court, tribunal or administrative agency and/or authority which may materially affect the operations and/or financial condition of the Customer or any of the Customer's related companies and all such notification to be given to the Bank not later than fourteen (14) days after the Customer has knowledge of the change or of the litigation or other proceedings or threat thereof and the amount of any contingent liability if such amount is ascertainable;
- (p) utilise and apply the Facilities for the Purpose;
- (q) maintain and cause to be maintained in full force an active and satisfactory account;
- (r) keep the Bank informed of any material development financially, structurally or any other matters which may change the course of its normal business operation during the Tenure of the Facilities;
- (s) prepare and furnish or cause to be furnished to the Bank yearly projected cash flow statements, as and when required by the Bank;
- (t) pay the rates, taxes and all other charges whatsoever payable from time to time in respect of the Property as and when the same become due and payable. In default whereof it shall be lawful but not obligatory upon the Bank to pay the same or any part thereof and upon such payments by the Bank, all sums so paid shall be indemnified by the Customer (if applicable);
- (u) from time to time upon request from the Bank, do or procure the doing of all such acts and will execute or procure the execution of all such documents as the Bank may consider necessary or desirable for giving full effect to the Transaction Documents and the Security Documents or securing to the Bank the full benefits of all rights, powers and remedies conferred upon the Bank under the Transaction Documents and the Security Documents;
- (v) keep the Property in satisfactory repair and condition. In default whereof, it shall be lawful for but not obligatory upon the Bank to carry out such repairs and if the Bank shall carry out such repairs, the costs and expenses thereof shall be indemnified by the Customer (if applicable);
- (w) permit the Bank's agents and workmen at all reasonable times of the day to have access to the Property and to view and inspect the condition of repairs thereof (if applicable);
- (x) comply with and observe all the conditions and restrictions imposed upon, relating to, or affecting the Property or to which the Property is subject as well as the provisions of any Act of Parliament, ordinance or enactment for the time being in force and of any rule or order or regulation made thereunder affecting the same (if applicable);
- (y) shall produce a written disclaimer from the landlord of such premises where the Property is kept and placed that the landlord agrees not to treat the Property as a fixture or fitting forming part of such premises (if applicable);
- (z) ensure that its liabilities under this Agreement rank and will rank (and would rank if the Security Documents were neither executed nor required) at least equally and rateably (pari passu) in point of priority and security with all its other liabilities (both actual and contingent) except:
 - (i) liabilities which are subject to liens or rights of set-off arising in the normal course of trading and the aggregate amount of which is not material;
 - (ii) liabilities which are preferred solely by Malaysian law and not by reason of any security interest; and
 - (iii) any other security created or outstanding with the prior consent of the Bank,

and the Customer will not create or permit to exist overall or any part of its business or assets any security interest (other than those created pursuant to this Agreement or permitted under sub-paragraphs (i) and (iii) above);

- (aa) procure and ensure that all present and future financings/loans/advances granted to it by related and/or associated companies or shareholders will be subordinated to the Indebtedness and such financings/loans/advances will not be repaid in full or in part without the prior written consent of the Bank until all moneys payable to the Bank under this Agreement and/or the Security Documents have been paid up in full;
- (ab) the Customer will, by written notice, inform the Bank forthwith upon it becoming aware of any director or shareholder or any of the director's or shareholder's parents, spouse or children becoming a director, officer employee of the Bank;
- (ac) the Customer shall:
 - (i) inform the Bank in the event of any acquisition of assets of a substantial amount;
 - (ii) obtain the Bank's prior consent in respect of any investment to be made by the Customer with the Facilities;
 - (iii) supply details and all information required by the Bank in relation to any investment to be made by the Customer with the Facilities; and
 - (iv) obtain the Bank's written consent before selling or purporting to sell any of the properties acquired with the Facilities;
- (ad) the Customer shall, and/or shall cause the Security Party to, observe and perform all the terms and conditions contained in the Security Documents and/or in any agreements which may constitute or form the basis of any Security Interest to be provided by the Customer and/or the Security Party to the Bank under this Agreement;
- (ae) the Customer will submit to the Bank a certified true copy of its annual return and return of allotment of shares as submitted to the Companies Commission of Malaysia;
- (af) the Customer will forthwith notify the Bank in the event that any of its authorised signatories are no longer authorised to sign any documents or to otherwise act on the Customer's behalf thereunder;
- (ag) the Customer will promptly notify the Bank in the event of any change in its residential status or tax jurisdiction; and
- (ah) the Customer will procure and ensure that all present and future advances, loans and/or financings granted to it by related and/or associated companies or shareholders will be subordinated to the Indebtedness and such advances, loans and/or financings will not be paid in full or in part without the prior written consent of the Bank until all moneys payable to the Bank under this Agreement and/or the Security Documents have been paid up in full.

7.2 Negative Undertakings

Subject to the Shariah principles, the Customer hereby undertakes with the Bank that at all times during the continuance in force of the Transaction Documents and the Security Documents and for so long as the Indebtedness remains outstanding and unpaid, it shall not without prior written consent of the Bank:

- (a) in any way whatsoever alter (other than by way of an increase) its authorised and/ or issued share capital of the Customer whether by varying the amount, structure or value thereof or the rights attached thereto or convert/variation any of its share capital into stock, or by way of any alteration or by consolidating, dividing or subdividing all or any of its shares;
- (b) have any subsidiary or make or permit to exist a financing/loan or lend or make advances to other subsidiary, to make investment in other companies or enterprises (all of substantial nature) or guarantee any person, enterprise or company (other than normal trade credit or trade guarantees or temporary financings/loans to staff, customers, contractors, or suppliers in the ordinary course of business) PROVIDED THAT the Customer shall be at liberty to so utilise such funds of the Customer that is not immediately required for the Customer's business;

- (c) add to, delete, vary or change the nature of its present business in any manner which would be materially inconsistent with the Shariah principle or change its financial year;
- (d) terminate or seek to terminate, commit or threaten to commit a breach, amend or seek or grant any waiver in respect of any of the provisions of:
 - (i) the Transaction Documents and the Security Documents; and/or
 - (ii) any other agreements entered into in connection with, or in pursuance of the Transaction Documents and the Security Documents;
- (e) change or cause to enter into any arrangement to change the shareholding of the Customer and thereby cause a change in the corporate ownership of the Customer or change its existing management structure by entering into any management contract or similar arrangement whereby the Customer's business operation is managed by any other party, firm or company;
- (f) where the Customer has a written Constitution, to change its Constitution ;
- (g) carry on any business other than its existing business and permit any where the Customer has a written Constitution, to change in the nature and scope of the business as specified in its Constitution ;
- (h) grant any financings/loans or make any advance to any of its directors or shareholders (unless in pursuance of the Customer's scheme of service for its employees);
- (i) enter into any transaction with any person, firm or company, except in the ordinary course of business, on ordinary commercial terms and on the basis of arm's length arrangements, or establish any exclusive purchasing or sales agency or enter into any transaction whereby the Customer might pay more than the ordinary commercial price for any purchase or might receive less than the full ex- works commercial price (subject to normal trade discount) for its products;
- (j) save and except in the ordinary course of business and on ordinary commercial terms and on the basis of arm's length transaction, sell, transfer, encumber, lease or otherwise dispose of or in any case cease to exercise control over, whether by single transaction or a number of transaction, related or not, the whole or part of the Customer's undertaking business or assets or undertake or permit any voluntary arrangement, judicial management, scheme of compromise, arrangement, reorganization, reconstruction or amalgamation, merger or consolidation;
- (k) declare or pay any dividend or declare bonus issue or make any distribution (be it income or capital in nature) if there are monies due and payable under the Transaction Documents and remaining unpaid or if the Customer's account with the Bank is not satisfactorily conducted;
- (l) enter into any partnership, profit-sharing or royalty agreement or other arrangement of whatsoever nature whereby the Customer's income or profits are, or might be, shared with any other person, firm or company or enter into any management contract or other arrangement of whatsoever nature whereby the Customer's business or operations are managed by any other person, firm or company;
- (m) create or permit to exist over all or any part of its business or assets any Security Interest other than those created pursuant to this Agreement or any arising from the following:
 - (i) liabilities which are subject to liens or rights of set-off arising in the normal course of trading and the aggregate amount of which is not material;
 - (ii) liabilities which are preferred solely by Malaysian law and not by reason of any Security Interest; and
 - (iii) any other security created or outstanding with the prior written consent of the Bank,

Despite the above, neither the Customer nor the Security Party shall during the subsistence of this Agreement, the Security Interest and the Security Documents, execute or grant any form of encumbrances in respect of any of its assets secured by the Security Documents.

- (n) incur any other form of liability or enter into any guarantee in respect of any liability of any person, apart from the Indebtedness arising out of the provisions of this Agreement, unless such liability is:
 - (i) a short-term debt/financing payable to a non-financial institution and payable on demand or maturing by its term within twelve (12) months after the date on which it is originally incurred; and
 - (ii) regarded by the Customer to be necessary for the normal course and conduct of its operations and the Customer shall have evidenced the necessity thereof to the satisfaction of the Bank;
- (o) do or permit or cause to be done or permitted to occur any act, thing or event whereby any takaful effected, may be or become avoided, vitiated, discharged or unenforceable;
- (p) create or permit to exist any encumbrances on the Property except the securities provided under the Facilities pursuant to the provisions of the Transaction Documents and the Security Documents (if applicable);
- (q) assign, transfer, sell or otherwise howsoever deal with the Customer's rights, title and interest in the Property or any part thereof or any interest therein (if applicable);
- (r) lease, let out, or grant any license or otherwise howsoever part with the possession of the Property to any person, firm or company (if applicable); and
- (s) change the nature of its existing business, or sell, transfer or otherwise dispose of, or in any way cease to exercise control over, whether by a single transaction or a number of transactions, related or not, the whole or part (being in the aggregate a substantial part in relation to the Customer) of its undertaking, business or assets, (except by the disposal of assets in the ordinary course of business), or undertake or permit any merger, amalgamation, reconstruction, consolidation or reorganisation;

8. CHANGES IN CIRCUMSTANCES

8.1 Illegality

Where the application, introduction, imposition or variation of any law or any change in the interpretation or application of any law makes it unlawful or impractical without breaching such law for the Bank to allow all or part of the Facilities to remain outstanding or to fund all or part of a Disbursement or the Facilities or to carry out all or any of its other obligations under this Agreement or to charge or receive profit at the rate applicable, upon the Bank notifying the Customer:

- (a) the Bank's obligation to fund any future Disbursements shall forthwith be suspended and the Facilities shall be suspended to such extent; and
- (b) the Customer shall, upon being so notified, pay to the Bank all the Indebtedness under the Facilities in accordance with Clause 8.3 on such date as the Bank shall certify to be necessary to comply with the relevant law and the Bank's obligation to fund any future Disbursements shall terminate and the Facilities shall be cancelled to such extent.

8.2. Increased Costs

Where the Bank determines that, as a result of the application, introduction, imposition or variation of any law or any change in the interpretation or application of any law, or compliance with any request (whether or not having the force or law) from any central bank or other fiscal, monetary or other authority or agency, the cost to the Bank of making or maintaining or funding its participation in the Facilities is increased or the amount of any sum received or receivable by it in respect of its granting the Facilities or the effective return to it under this Agreement is reduced or it is obliged to make any payment (except in respect of tax on its overall net income) or foregoes any profit or other return on, or calculated by reference to, the amount of any sum received or receivable by it from the Customer under this Agreement, then:

- (a) the Bank shall have the right to notify the Customer of such event;
- (b) the Customer shall on receipt of not less than three (3) calendar days' prior written notice from the Bank, pay to the Bank on such date as the Bank shall certify (including after an early settlement of the Facilities) such amounts to compensate the Bank for such increased cost, reduction, payment or foregone profit or return;

- (c) at any time thereafter, so long as the circumstances giving rise to the obligation to make the compensating payment continues:
- (i) at the Customer's irrevocable election (by giving notice in writing to the Bank), the Bank's obligation to fund any further Disbursements shall terminate and the Facilities shall be cancelled to such extent; and
 - (ii) the Customer may, upon giving the Bank not less than thirty (30) calendar days' prior written notice which shall be irrevocable, early settle all the Facilities in accordance with Clause 8.3.

8.3 Early Settlement in the Event of Changes in Circumstances

Where there is any early settlement of any Facilities pursuant to Clauses 8.1 and/or 8.2 above;

- (a) the Customer shall provide the Bank with satisfactory evidence that all authorisations necessary for the early settlement have been unconditionally obtained;
- (b) the amount of the early settlement shall become due on expiry of any period specified in any notice of prepayment to the Bank;
- (c) the Bank's obligations to fund further Disbursements shall terminate and the Facilities shall be cancelled to such extent; and
- (d) on any early settlement of any Facilities, the Customer shall pay to the Bank any accrued profit on the Facilities together with all other amounts due to the Bank.

9. PAYMENT OF FACILITIES

9.1 Payment by the Customer

Despite anything stated herein, the Facilities in so far as they are not otherwise paid or discharged by the Customer in accordance with the terms and/or conditions of this Agreement, shall be paid by the Customer on demand by the Bank and until such demand is made, the Customer shall pay the Facilities together with any profit thereon at the Prevailing Rate and any other charges stated under this Agreement, so that the Indebtedness of the Customer shall have been fully discharged on the expiry of the tenor or duration of the Facilities.

9.2 Payments by the Customer

Any payments to be made by the Customer pursuant to this Agreement shall be made in immediately available funds in Ringgit Malaysia (or in the case of foreign currency facilities taken by the Customer, in the relevant currency of the Facility) on the date the same shall become due and payable unless the day on which such payment would otherwise be due is not a Business Day, in which case it shall be due on the next succeeding Business Day. All payments by the Customer whether in respect of principal, profit, fees or any other item shall be made in full, without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges, or otherwise whatsoever) unless the Customer is compelled by law to do so, in which event the Customer shall forthwith pay to the Bank such additional amount so that the net amount receivable by the Bank will equal the full amount which would have been received by the Bank had no such deduction or withholding been made.

9.3 Payment in Gross

All monies received by the Bank from any person or estate capable of being applied in reduction of the Indebtedness shall be regarded for all purposes as payment in gross, and if a receiving order shall be made against any person liable to the Bank or any order be made or any effective resolution be passed for the winding up of any company liable to the Bank, the Bank may prove for the whole of the monies then payable, and no money received under such proof shall be considered as having been received and the full amount payable shall remain payable, until the Bank has received from all sources One Hundred Sen in the Ringgit Malaysia (or in the case of foreign currency facilities taken by the Customer, the relevant foreign currency equivalent).

9.4 Early Settlement

Despite anything stated herein, it is expressly agreed and understood that any early settlement of any Facilities shall be at the discretion of the Bank and may be subject to this Agreement, Letter of Offer and/or such other conditions as the Bank may impose from time to time, by notice to the Customer

9.5 Lien and Set-Off

In addition to all liens upon and right of set-off against the monies, securities or other property of the Customer given to the Bank by law, the Bank shall have a lien upon and/or upon giving the Customer not less than seven (7) calendar days' prior written notice, the Bank shall have a right of set-off against all monies, securities and other property of the Customer in any currency now or hereafter in the possession of or on deposit with the Bank, or any affiliates, at any branch or office of the Bank, whether held in a general or special account of deposit, or for safe-keeping or otherwise; and every such lien and/or right of set-off shall continue in full force and effect until such lien and/or right of set-off is specifically waived or released by an instrument in writing executed by the Bank.

9.6 Date of Payment

If any payment would otherwise be due on a day which is not a Business Day, it shall be due on the next succeeding Business Day or, if that Business Day falls in the following month, on the preceding Business Day.

10. DEFAULT

10.1 Events of Default

The Bank may by written notice to the Customer declare that the Facilities be cancelled and declare the Indebtedness together with any other sum then payable by the Customer under the Transaction Documents and the Security Documents to be immediately due and payable and thereupon the same shall become so payable to the Bank if any of the following events occurs:

- (a) **Non-payment:** the Customer and/or any Security Party (if any) fails to make payment of the monies payable to the Bank under the Transaction Documents and the Security Documents on the due date or on demand, if so payable;
- (b) **Default in payment:** the Customer and/or any Security Party (if any) shall make default in the payment on due dates of any one or more of the instalments or other sums or monies herein agreed by the Customer and/or any Security Party (if any) to be paid;
- (c) **Non-performance:** the Customer and/or any Security Party (if any) fails to observe or perform any of the agreements, undertakings, stipulations, terms and conditions on the part of the Customer and/or any Security Party (if any) under the Transaction Documents and the Security Documents;
- (d) **Composition winding up:** the Customer and/or any Security Party (if any) commits any act of bankruptcy or if a body corporate convenes a meeting of its or proposes or makes any step, application, petition, legal proceeding or order for any voluntary arrangement, judicial management, scheme of compromise, arrangement, reorganization or composition with, or any assignment for the benefit of, its creditors, or reconstruction or amalgamation or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for winding up, dissolution or liquidation of the Customer and/or such Security Party (if any) or a petition for winding up is presented against the Customer and/or such Security Party (if any) (other than for the purposes of and followed by a reconstruction previously approved in writing by the Bank, unless during or following such reconstruction the Customer and/or such Security Party (if any) becomes or is declared to be insolvent);
- (e) **Jeopardy:** the Bank decides in its discretion that the continuation of the grant of the Facilities or any part thereof would be likely to be detrimental to its own position or otherwise undesirable or that its security hereunder is inadequate or in jeopardy or that any event or events has/have occurred or a situation exists which could or might prejudice the Customer's and/or any of the other Security Party's ability to perform its and/or any of the other Security Party's obligation(s) hereunder in accordance with the terms hereof, or any of the Transaction Documents and the Security Documents as the case may be;
- (f) **Bankruptcy:** in the case any Security Party (if any) who is/are individual(s), any step is taken for the bankruptcy of the Security Party's or a petition for bankruptcy is presented against such Security Party and such Security Party commits any act of bankruptcy;
- (g) **Change in financial position:** any change in the financial position of the Customer and/or any Security Party (if any) which in the opinion of the Bank will materially and adversely affect the ability of the Customer to perform any of its obligations under the Transaction Documents and the Security Documents or such Security Party to perform any of its obligations under any of the Security Documents;

- (h) **Event or events:** any event or events has or have occurred or a situation exists which could or might, in the opinion of the Bank, prejudice the ability of the Customer and/or any Security Party (if any) to perform any of its/their respective obligations under any of the Transaction Documents and the Security Documents in accordance with the terms hereof or thereof;
- (i) **Cessation of business:** the Customer and/or any of the Security Party (in the case where they are body corporate) changes or threatened to change the nature or scope of its/their business, suspends or threatens to suspend a substantial part of the present business operations which it/they now conducts directly or indirectly, or any governmental authority expropriates or threatened to expropriate all or part of its/their assets or if there is any change in the major shareholders and/or management of the Customer and the result of any of the foregoing is, in the determination of the Bank, materially and adversely to affect its/their financial condition or its/their ability to observe or perform its/their obligations under any of the Transaction Documents and the Security Documents;
- (j) **Unlawfulness:** it is or will become unlawful by the laws of Malaysia or by the laws of any applicable jurisdiction for the Customer and/or any Security Party (if any) to perform or comply with any one or more of their respective obligations under the Transaction Documents and the Security Documents or makes it impossible or unlawful for the Bank to continue making available the Facilities or any part thereof to the Customer or the receipt by the Bank of the Indebtedness or any part thereof;
- (k) **Nationalisation:** all or a material part of the assets of the Customer and/or any Security Party (if any) shall be condemned, seized or otherwise appropriated for more than sixty (60) days, or custody or remain unremedied for more than sixty (60) days, or custody or control of such property or assets shall be assumed and retained for more than sixty (60) days by any person acting or purporting to act under the authority of the government, or the Customer and/or any Security Party shall have been prevented for a period of more than sixty (60) days from exercising normal managerial control over all or any substantial part of its or their property or assets by any such person;
- (l) **Appointment of receiver, legal process:** an encumbrancer takes possession of, or a nominee, trustee, supervisor, judicial manager, manager, administrator, receiver, receiver and manager, liquidator or similar officer is appointed in respect of, all or any part of the business or assets of the Customer and/or any Security Party (if any) or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within seven (7) days after being levied, enforced or sued out, or any security interest which may for the time being affect any of its/their assets becomes enforceable;
- (m) **Indebtedness due:** any debt, guarantee or other obligation whatsoever constituting indebtedness of the Customer and/or the Security Party (if any) becomes due prior to its scheduled maturity (by demand acceleration or otherwise) or such indebtedness shall not be paid at the maturity thereof or within any grace period allowed for payment thereof or if the Customer and/or the Security Party is otherwise in breach of or default under any agreement, deed or mortgage pursuant to which such indebtedness was created, incurred or assumed;
- (n) **Judgment outstanding:** the Customer and/or the Security Party (if any) shall fail to satisfy any judgment passed or order given against the Customer and/or the Security Party by any court of competent jurisdiction and no appeal against such judgment or order is pending in any appropriate appellate court;
- (o) **Revocation of authorisations:** any authorisation exemption or undertaking referred to in the Transaction Documents and the Security Documents shall be revoked terminated restricted or modified in a manner unacceptable to the Bank or an event or events shall have occurred which in the opinion of the Bank makes it improbable that the Customer and/or the Security Party (if any) will be able to perform or indicates that the Customer and/or the Security Party (if any) is unwilling to perform its obligation under the Transaction Documents and the Security Documents; or
- (p) **Misrepresentation:** any representation or warranty or statement made (or acknowledged in writing to have been made) by the Customer and/or any Security Party (if any) in connection with the delivery of the Transaction Documents and Security Documents or any request for utilization for Facilities, as the case may be, proves to be incorrect in any material respect, or if repeated at any time with reference to the facts and circumstances subsisting at such time would not be accurate in all material respects and written notice thereof is given to the Customer and/or Security Party (if any) by the Bank requiring the remedy thereof, and the subsequent failure by the Customer and/or Security Party (if any) to remedy the same within the period specified thereunder; or

- (q) **Cross Default:** Any Indebtedness of the Customer and/or indebtedness of the Customer's related and or associated companies and/or any of the Security Parties and/or any of the guarantors (collectively, "Obligors") to the Bank or any third party from time to time or at any time becomes due or if any of the Obligors may be or become liable to the Bank or any third party anywhere on any banking financing, loan or any other account current or otherwise or in any other manner whatsoever including but not limited to liability of any of the Obligors as sureties or guarantors or if default is made in relation to any provisions of the account(s).
- (r) **Applicable Laws:** The Customer and/or any Security Party is in reach or in contravention of any Applicable Laws.
- (s) **Invalidity:** any provision of this Agreement or Letter of Offer or the Security Documents, is or becomes, for any reason, illegal, invalid or unenforceable in any way, and/or if any Security Documents are not perfected, becomes imperfect in any way, and/or if the Bank cannot recover from any Security Documents;
- (t) **Legal Proceeding:** any legal proceedings are commenced, instituted, taken or threatened against the Customer and/or any Security Party or decided against the Customer and/or any Security Party or decided against the Customer and/or any Security Party;
- (u) **Abandonment of Project:** where there is any housing development construction project, and/or any construction of any property and/or building, and/or any other form of construction project, and the Facilities are financing such construction project, there is any suspension or abandonment of such construction project; or
- (v) **Repudiation:** the Customer or the Security Party repudiates this Agreement and/or the Security Documents or does or causes to be done or omits to do any act or thing evidencing an intention to repudiate this Agreement and/or the Security Documents; or
- (w) **Take over of Financial Management:** any creditor of the Customer or its subsidiaries or the Security Party exercises a contractual right to take over any of its financial management; or
- (x) **Breach under other Contracts:** there has been a breach by the Customer or any of its subsidiaries or the Security Party of any obligation under any of its contractual obligations; or
- (y) **Intended Purpose:** the Facilities or any part thereof are not utilised for its intended purpose; or
- (z) **Security:** the Bank determines that any security provided by the Customer or the Security Party is different from that which was agreed to be provided; or
- (aa) **Criminal Investigations:** the Customer or the Security Party is subject to or is involved in any investigation, disciplinary action or criminal proceedings by any regulatory or statutory or other body whatsoever (whether or not having the force of law); or
- (ab) **Sanctions:** the Customer or the Security Party permits or authorises any other person to, directly or indirectly, use, lend/finance, make payments of, contribute or otherwise make available, all or any part of the proceeds of any Facilities to fund any trade, business or other activities: (a) involving or for the benefit of any Restricted Party, or (b) in any other manner that would reasonably be expected to result in the Customer or the Security Party being in breach of any Sanctions (if to the extent applicable to either of them) or becoming a Restricted Party. For this purpose:
- (ac) **Suspension of Trading of Pledged Securities:** any securities listed and publicly quoted on the Bursa Malaysia Securities Berhad or any other stock exchange which are the subject of a Security Document or secure the Facilities, have been suspended from trading by the respective stock exchange whether or not at the request of the company and the period of such suspension has exceeded fourteen (14) consecutive days; or
- (ad) **Death/Unsound Mind:** the Customer or a Security Party dies or suffers any form of incapacity or is of unsound mind which would or could, in the opinion of the Bank affect the Customer's or the Security Party's (where applicable) ability to perform his obligations under this Agreement and/or the Security Documents; or
- (ae) **Discontinuance of Obligations:** any Security Party withdraws from any security under the Security Documents or gives notice to the Bank of discontinuance of its obligations and liabilities under the security as to future transaction; or
- (af) **Market adverse conditions:** there shall have occurred, happened or come into effect, any circumstance, which, in the opinion of the Bank would be likely to have a material adverse effect on the condition (financial or otherwise), prospects, results of operations, properties or assets of the Customer or be commercially impracticable for the Bank to provide or continue providing the Facility on the terms and in the manner stated in this Agreement;

then, the Bank immediately upon notice to the Customer:

- (a) the Bank may declare the Indebtedness and any other amounts payable under this Agreement to be immediately due and payable together with accrued profit thereon;
- (b) shall have the right not to allow any further Disbursements and/or any form of disbursement of the Facilities, and/or to treat the Facilities as cancelled; and/or
- (c) may but is not obligated to enforce the security created in favour of the Bank, and to exercise all its rights under this Agreement and the Security Documents.

11. BANK'S RIGHTS

11.1 Bank's Right to Exercise Remedies Concurrently

Despite any provision hereof, it is hereby expressly agreed that upon default or breach by the Customer of any term, condition, stipulation and/or undertaking herein provided and on the part of the Customer to be observed and performed, the Bank shall thereafter have the right to exercise the powers and remedies conferred by this Agreement, the Security Documents and/or by law, statute or otherwise, and may exercise such powers and remedies concurrently, including pursuing all remedies of sale or realisation of security pursuant to this Agreement and/or the Security Documents, and civil suit to recover the amount due and payable to the Bank.

11.2 Application of Proceeds

All moneys received from the sale of any assets shall, subject to the claims of all secured or unsecured creditors (if any) ranking in priority to the Security Documents, be applied as follows:

- First, in or towards the payment of all costs expended or incurred by the Bank in the enforcement of this Agreement and/or the Security Documents or any part thereof (including court costs and solicitors' fees);
- Second, in or towards the payment of all amounts payable under this Agreement and/or the Security Documents other than principal and profit;
- Third, in or towards the payment in full of the aggregate accrued but unpaid profit pursuant to this Agreement;
- Fourth, in or towards the payment of the principal amount outstanding to the Bank;
- Fifth, the balance to the Customer or to such other persons as may be lawfully entitled thereto.

PROVIDED ALWAYS THAT if the Bank shall be of the opinion that the security may prove deficient, payments may be made to the Bank on account of principal before profit but such alteration in the order of payment shall not prejudice the right of the Bank to receive the full amount to which it would have been entitled if the primary order had been observed, or any lesser amount which the sum ultimately received from the security may be sufficient to pay.

11.3 Payment of Short Fall

If the amount realised by the Bank in any sale of the properties and assets secured under the Security Documents, after the deduction and payment from the proceeds of such sale of all fees, dues, costs, rates taxes and other sale is less than the Indebtedness, whether at such sale the Bank is the purchaser or otherwise, the Customer shall pay to the Bank the difference between the amount due and the amount so realised and until payment will also pay Claims and Ta'widh (Compensation) as stated in the Letter of Offer (as well after as before judgement).

11.4 Legal Proceedings

It is hereby declared and agreed that if the Bank takes legal action to recover any money due to it from the Customer or to enforce any term or condition of this Agreement or the Security Documents, then the Bank shall have the right:

- (a) to claim for the amount outstanding and the profit and other moneys due from the Customer in the same or separate proceedings; and
- (b) to proceed simultaneously in the same or separate proceedings against the Customer and any of the Guarantors and all other parties liable to satisfy the Indebtedness to the Bank and to claim and execute judgement for moneys due to the Bank.

11.5 Opinion of the Bank

Despite anything herein contained, any right, entitlement, discretion, or power which may be exercised by the Bank under this Agreement, the Transaction Documents or the Security Documents or any opinion of the Bank as to the determination of any of the matters set out in this Agreement, the Transaction Documents and/or the Security Documents may be exercised or made by the Bank for the purpose of facilitating its business, operations, services and/or such other things as the Bank may reasonably determine, a written statement of the Bank as to the amount due and payable to the Bank at any time and all other matters referred to in this Agreement, shall in the absence of manifest error be conclusive and binding on the Customer .

Any determination or notification by the Bank concerning any Indebtedness, in the absence of manifest error, shall be conclusive evidence as to the matter and shall be binding on the Customer.

11.6 Bank May Open New Account

It is hereby agreed that if the Customer shall execute or create any further or subsequently charge, mortgage or encumbrance over any of its assets or properties which are subject to the Security Documents or any part thereof in favour of any other corporation or person, or in the event the Bank restructures and/or varies the Facilities, the Bank may but shall not be obliged to open a new or separate account with the Customer, and the Bank may but is not obliged to place to the credit of the new or separate account so opened, any payments made by the Customer to the Bank. PROVIDED ALWAYS that nothing in this Clause shall prejudice the security which the Bank otherwise would have had hereunder or under the Security Documents for the payment of the monies costs charges and expenses therein this Agreement referred to in spite of the fact that the same may become due or payable or be incurred after the time of notice.

11.7 Suspense Account

Any money received hereunder or pursuant to the Transaction Documents and/or the Security Documents may be placed or kept to the credit of a suspense account or such period as the Bank shall deem fit pending the determination by the Bank as to how the monies are to be applied towards the discharge of any money or liabilities due hereunder or pursuant to the Security Documents. Despite any such payment, in the event of any proceedings in or analogous to liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if the securities under the Security Documents have not been created.

11.8. Modification and Indulgence

The Bank may by giving not less than twenty-one (21) calendar days' prior written notice to the Customer and without in any way affecting the obligations of the Customer herein and under the Transaction Documents and/or the Security Documents:

- (a) review the Facilities or Facility hereby granted and determine, vary, reduce and/or increase the amount of the Facilities or Facility and/or any other credit or financing facility granted to the Customer and may open and/or continue any accounts current or otherwise with the Customer at any branch or branches of the Bank at such times as the Bank shall in its discretion determine;
- (b) vary the terms and/or conditions herein contained and/or in the Security Documents, and/or the terms and/or conditions of any other credit or financing facility granted to the Customer, in such manner and at such times as the Bank shall in its discretion determine; and/or
- (c) modify or restructure or alter the nature of the Facilities herein granted in such manner and at such times as the Bank shall in its discretion determine.

11.9 Involuntary Loss

The Bank shall not be answerable for any involuntary loss to the Customer suffered as a result of or incidental to, the exercise or execution by the Bank of any power conferred on the Bank by this Agreement, the Transaction Documents and/or the Security Documents or by statute, and nothing herein contained shall render it obligatory on the Bank either at law or in equity to make good any such involuntary loss or any part thereof.

11.10 Availability of Facilities

Subject to the terms of this Agreement, nothing contained herein shall be deemed to render it obligatory upon the Bank to make or continue to make available the Facilities or any of them to the Customer or to afford any other accommodation or Facilities.

11.11 All Payments Received to be Payments in Gross

All moneys received from or on account of the Customer or from any other person (including but not limited to any surety) or from the realisation of the Security Documents or any security or otherwise for the purpose of being applied in

the reduction of the account of the Customer or of the moneys agreed to be paid under this Agreement, shall be treated for all purposes as payments in gross and not as appropriated or attributable to any specific part or item of the said moneys agreed to be paid the Bank. All securities now or at any time held by the Bank shall be treated as security for the said general balance. The Customer or any other person or persons claiming under the Customer shall have no claim to such securities or to any part thereof or any interest therein unless and until the Bank has received the full amount payable to the Bank by the Customer.

11.12 Rights Cumulative, Waivers

The Bank may exercise its rights under this Agreement as often as the Bank considers appropriate, and are in addition to the Bank's rights under any Applicable Laws. The rights of the Bank in relation to the Facilities arising under this Agreement or under any applicable laws shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing from the Bank; and in particular, any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on the Bank's part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or variation of any such right.

12 INDEMNITY

12.1 General Indemnity

The Customer shall fully indemnify the Bank from and against any expense, loss, damage or liability (as to the amount of which the certificate of the Bank shall, in the absence of manifest error, be conclusive) which the Bank may incur as a consequence of the occurrence of any Event of Default, or any failure to utilise in accordance with a Disbursement Notice or otherwise in connection with this Agreement. Without prejudice to its generality, the foregoing indemnity shall extend to any profit, fees or other sums whatsoever paid or payable by the Bank in consequence or on account of any funds raised and/or utilised by the Bank, and to any loss (including loss of profit), premium, penalty or expense which may be incurred in liquidating or employing deposits from third parties acquired to provide, maintain or fund the Facilities (or any part thereof) or any other amount due or to become due under this Agreement.

12.2 Currency Indemnity

Unless otherwise specifically agreed in writing by the Bank in relation to the Facility:

- (a) the obligation of the Customer shall be to pay the obligations or liabilities in the same currency in which the said obligations or liabilities are incurred ("**Currency of Account**"); and
- (b) any amount received or recovered by the Bank in respect of any sums expressed to be due to it from the Customer under this Agreement, the Transaction Documents and/or the Security Documents in a currency ("**Relevant Currency**") other than the Currency of Account (whether as a result of, or arising from the enforcement of, a judgement or order of court of any jurisdiction or the death or bankruptcy of the Customer or otherwise) shall only constitute a discharge to the Customer to the extent of the amount in the Currency of Account which the Bank is able, in accordance with its usual practice, to purchase with the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Currency of Account purchased with the Relevant Currency is less than the amount of the Currency of Account expressed to be due to the Bank under this Agreement, the Transaction Documents and/or the Security Documents, the Customer shall indemnify the Bank against any loss sustained by it as a result thereof. In any event, the Customer shall indemnify the Bank against the cost of making such purchase.

13 FEES, COSTS AND EXPENSES

13.1 Expenses

The Customer shall on receipt of not less than seven (7) calendar days' prior written notice from the Bank pay, to the Bank in each case on the basis of full indemnity:

- (a) all costs and expenses (including legal, printing and out-of-pocket expenses) incurred in connection with the negotiation, preparation, completion or perfection of this Agreement, the Transaction Documents and/or the Security Documents and any related documents or the discharge of any security created in the Bank's favour under this Agreement, the Transaction Documents and/or the Security Documents or any related documents; and
- (b) all costs and expenses (including legal and out-of-pocket expenses) incurred in connection with any variation, consent or approval relating to this Agreement, the Transaction Documents and the Security Documents or any related documents, or in connection with defending claims made by any person against either the Bank or any

asset provided as security to the Bank or the preservation or enforcement or the attempted preservation or enforcement of any of the Bank's rights under this Agreement, the Security Documents or any related documents.

13.2 Stamp Duty

The Customer shall pay all stamp, documentary and other duties and taxes to which this Agreement and the Security Documents may be subject or give rise, and shall fully indemnify the Bank from and against any losses or liabilities which the Bank may incur as a result of any delay or omission by the Customer to pay any such duties or taxes.

13.3 Sales & Services Tax

Without prejudice to any other provision herein, the Customer shall pay and be responsible for any sales and services tax payable in connection with or arising out of this Agreement or the Facilities or any services in connection therewith. The Customer shall indemnify and keep the Bank indemnified in respect of the payment of such sales and services tax. If any sale and services tax has not been paid by the Customer as aforesaid the Bank may at its discretion deduct such amounts as are required to pay the relevant sales and services tax from any of the Customer's account(s) held with the Bank upon giving the Customer not less than seven (7) calendar days' prior written notice.

14 ACCOUNT

14.1 Financing Account

The Bank may designate a financing account for each respective facility and the said financing account shall evidence the amount due to the Bank from time to time.

14.2 Lien, Right to Debit and/or to Set Off from Account

Without prejudice to the rights of the Bank under this Agreement, the Transaction Documents and the Security Documents, the Customer hereby acknowledges that the Bank shall have a lien and/or right of set off over any assets movable or immovable of the Customer now or hereafter in the possession or control of the Bank, its affiliates, branches or offices, and the Bank upon giving the Customer not less than seven (7) calendar days' prior written notice, shall have the right, to debit and/or to set off from, any account or accounts which the Customer maintains with the Bank, in order to effect payment of any Indebtedness, including but not limited to any quit rent, assessment, premium, fee, commission, legal costs (both party and party costs and solicitor and client costs) and all other charges due and payable hereunder or under the Transaction Documents and/or the Security Documents.

14.3 Evidence of Indebtedness

In any proceeding relating to this Agreement, the Transaction Documents or Security Documents, a statement as to the amount due to the Bank which is certified as being correct by an officer of the Bank, shall (in the absence of manifest error), be conclusive evidence that such amount is in fact due and payable.

15 TAKAFUL

15.1 Takaful on Property (if applicable)

The Customer shall always cause to keep the Property covered under Takaful in the name of the Customer and/or the Security Party (if applicable) against loss or damage by fire, lightning, tempest, flood, riot, civil commotion, strike, malicious acts, natural disasters and against such other risks as the Bank may from time to time think expedient and keep the same so covered throughout the duration of the Transaction Documents and the Security Documents to its full coverable value to the satisfaction of the Bank. In the event the Customer fails or fails to cause the Security Party (if applicable) to take up the Takaful pursuant to this Section herein, the Bank may do so on behalf of the Customer or on behalf of any Security Party (if applicable) and the Customer shall reimburse the Bank for any costs and expenses incurred by the Bank in effecting such Takaful on behalf of the Customer or on behalf of any Security Party (if applicable). The Takaful to be taken by the Customer shall include that Takaful as mentioned in the Letter of Offer (if applicable).

15.2 Restrictions Against Additional Takaful

The Customer shall not except at the request or with the consent in writing of the Bank effect or cause to effect or keep on foot any Takaful against any risk in respect of the Property, which the Bank has effected or has kept on foot such Takaful.

15.3 Terms and Form of Takaful

Takaful certificates taken out or effected under this Agreement shall be generally in form and upon terms

acceptable to the Bank and, without limitation, shall be subject to the following:

(a) Certificate Holder

All Takaful shall be taken out in the name of the Customer and/or Security Party (if applicable) and shall be expressly and specifically assigned to and for the benefit of the Bank.

(b) Takaful Operators and Terms

The Customer shall place or caused to be placed Takaful certificates in Takaful operators acceptable to the Bank. All Takaful certificates shall be valued certificates and shall provide that they are payable in Malaysian Ringgit.

(c) Notice of Lapse

Each certificate shall provide that it may not lapse, be terminated, cancelled or materially modified without fourteen (14) days' prior notice to the Bank.

(d) Notice of Cancellation

The Customer undertakes that it shall cause the relevant Takaful operators to include the following notice of cancellation or a substantially similar notice of cancellation acceptable to the Bank in each Takaful certificate taken out:

“Underwriters (Takaful operators) agree that the Bank shall be given at least fourteen (14) days' prior telegraphic notice of cancellation, alteration, termination or expiry of this certificate or any failure by the Customer to pay contributions as and when due. The Bank shall have no obligation whatsoever to pay any contributions or costs but shall have the right to do so in the event of non- payment by the Customer. Underwriters (Takaful operators) shall promptly advise the Bank of any act or omission of which the Underwriters (Takaful operators) are aware that might void this certificate or make the same invalid or unenforceable in whole or in part.”

(e) Mortgage Clause

The Customer undertakes that it shall cause the relevant Takaful operators to include the following loss payable clause or a substantially similar loss payable clause acceptable to the Bank in each Takaful certificate taken out:

“This Takaful and the benefits thereof, including all claims of whatsoever nature in respect of the Property and each and every right hereunder have been assigned to CIMB ISLAMIC BANK BERHAD”.

15.4 Assignment of Takaful

The Customer hereby assigns or shall cause to assign to the Bank all the Customer's and/or the Security Party's (if applicable) rights, title and interest in, to and under all Takaful certificates including all proceeds and all the benefits thereof and all claims of whatsoever nature thereunder and the rights under such Takaful certificates.

15.5 Evidence of Takaful

On the date of execution of the Transaction Documents, the Customer shall furnish the Bank with the originals of all Takaful certificates assigned hereunder and all binders and certified copies of cover notes or other written evidence satisfactory to the Bank showing that the required Takaful of each type has been placed. No change shall be made in any Takaful certificate without the Bank's prior written consent. The Customer shall promptly furnish the Bank with the duplicate of all Takaful certificates assigned hereunder, cover notes and certificates and renewals thereof.

15.6 Bank's Right to Collect Proceeds

The Bank is hereby authorised but not required, in its own name or in the name of the Customer and/or the Security Party (if applicable) to demand, collect, give receipts for and prosecute all necessary actions in the courts to recover any and all Takaful moneys that may become due and payable under the Takaful certificates. If the Customer at any time fails to pay or cause to be paid when due any Takaful contributions, calls or other costs related to obtaining or maintaining the Takaful required hereunder, to obtain any required Takaful or to deliver to the Bank all policies, certificates, contracts of Takaful, binders and cover notes and all renewals thereof as required by the provisions of this Agreement, the Bank may, but is not required to, procure such Takaful or pay unpaid contributions, or both, and other costs. All expenditure incurred thereby shall be for the account of the Customer.

15.7 Compliance With Takaful Terms, Laws, Regulations, Etc

The Customer shall not do any act, allow or permit any act to be done (whether by omission or commission), whereby the Takaful certificates may become void or voidable, or may become a ground of repudiation by the Takaful operators or allow the Property to be used in any manner not permitted under the Takaful certificates.

15.8 Application of Takaful Monies

The Bank may require any money received on any Takaful relating to the Property whether effected by the Bank or by the Customer to be applied in or towards making good the loss or damage in respect of which the money is received or receivable or in or towards the discharge of any principal money and profit/commission or any other moneys secured hereby and the Customer shall hold any money received on such Takaful in trust for the Bank and the Bank may receive and give a good discharge for any such moneys.

15.9 Workmen's Compensation Takaful

The Customer (if applicable) shall take out and maintain for such amount and with such Takaful operators under the Bank's panel a certificate of Takaful in respect of Workmen's Compensation for all employees, if any, of the Customer and/or alternatively comply with any law for the time being relating to the establishment of social security schemes or benefits for employees.

16 OTHER MATTERS

16.1 Notice

Any notice required to be issued hereunder shall be in writing and shall be deemed to have been sufficiently served on the Customer if it is left at the usual or last known address of the Customer in accordance with the records kept by the Bank, or at the address abovestated of the Customer, or sent by ordinary mail to any of such addresses. Proof of posting or despatch of any notice or communication to the Customer shall be deemed to be proof of receipt by the Customer:

- (a) if it is personally delivered, at the time of delivery;
- (b) in the case of ordinary post, on the second Business Day after posting (save where such notice or communication is return undelivered to the Bank);
- (c) in the case of a telex or cable, on the Business Day immediately following the date of despatch; and/or
- (d) in the case of facsimile, on the Business Day immediately after transmission, provided that the sender has received an answer back confirmation.

No change in the address for service of the Customer howsoever brought about shall be effective or binding on the Bank unless actual notice in writing of such change has been received by the Bank.

16.2 Consolidation

The Customer agrees that this Agreement shall not be discharged except on the payment by the Customer of not only all monies secured hereby but also monies which are now or shall from time to time or at any time hereafter be due and payable by the Customer solely or jointly with any other persons, firms or companies, and whether as principal or surety or which the Customer may be or become liable to the Bank anywhere or in any manner or under any account whatsoever whether or not given upon or under any security or collateral whatsoever or otherwise. The Bank upon giving not less than seven (7) calendar days' prior written notice to the Customer, shall have the right to withhold, combine, consolidate and/or merge any or all accounts of the Customer and the Obligors, with any of the Customer's and/or Obligors' liabilities to the Bank, with such right to be exercised at the Bank's discretion and it is hereby expressly agreed and declared that unless the Bank otherwise agrees the obligations of the Customer under this Agreement shall not be satisfied except on payment by the Customer of not only the Facilities outstanding amounts but also all monies secured hereby and/or all monies secured by any other security created by the Customer and/or the Security Party in favour of or vested in the Bank.

16.3 Reconstruction

The security, liabilities and obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever in spite of any change by amalgamation, reconstruction, consolidation, merger or otherwise, which may be made under the constitution or Section 370 of the Companies Act 2016 or any corresponding provisions of the laws which the Bank or the Customer or the Security Party is/are subject to. It is expressly declared that no change whatsoever in relation to or affecting the Bank or the Customer or the Security Party, shall in any way affect the security, liabilities and obligations created hereunder in relation to any transaction whatsoever whether past present or future

16.4 Disclosure of Information

The Customer hereby agrees that the Bank may disclose any form of information relating to this Agreement, the Transaction Documents, the Security Documents, and/or the Customer's affairs or accounts, ("**Disclosure**") to:

- (a) the Central Credit Bureau ("**CCB**") of BNM or Labuan FSA, all information on the Facilities where disclosure is required under the law;
- (b) the Guarantor and/or any of the Security Parties and/or any party to any agreements and/or transactions which may constitute or form the basis of any Security Interest to be provided by the Customer and/or the Security Parties to the Bank under this Agreement;
- (c) companies which are or which in future may be a subsidiary, related and/or associated company of the Bank for the purpose of the grant and continued maintenance of the Facilities;
- (d) the Bank's professional advisors, including but not limited to the Bank's solicitors, auditors and/or consultants for facilitating or protecting the business, operations and services provided by the Bank in respect of the Facilities;
- (e) the Bank's Takaful Operators, takaful consultants and/or pursuant to any Takaful certificate; and/or
- (f) pursuant to any subpoena or other legal process or in connection with any legal action, suit or proceedings relating to this Agreement and/or the Security Documents;

16.5 Bank's Documents

Despite anything stated herein, the Customer agrees that any document and/or instrument which the Bank may issue pursuant to the Facilities and/or under this Agreement, including but not limited to any documentary credit, letter of credit, bank guarantee, promissory note, undertaking, bill of exchange and/or any other banker's document, shall be in a form and content which is acceptable to the Bank.

16.6 Letter of Offer

The Letter of Offer issued by the Bank to the Customer shall be deemed to be incorporated into and form part of this Agreement and the provisions of this Agreement are additional and supplemental to the terms and conditions contained in the Letter of Offer. In the event of any conflict between the Letter of Offer and this Agreement, the Letter of Offer shall prevail.

16.7 Other Conditions

If relevant, the Customer shall also be subject to the additional terms and conditions as stated in the Letter of Offer.

16.8 Review

Despite anything stated in this Agreement, all Facilities granted by the Bank to the Customer herein are subject to periodic review in accordance with the terms of this Agreement and/or the Bank Letter of Offer and where applicable repayable on demand.

16.9 Cancellation and Demands

Despite any other provision of this Agreement relating to the availability of the Facilities or any part of them, the Bank may at its discretion:

- (a) cancel any Facility; and/or
- (b) demand payment of any Indebtedness;

in each case by the Bank giving the Customer written notice of the cancellation or demand, whereupon the Facility shall be cancelled and the Indebtedness shall be payable on the date specified in the notice.

16.10 English Language

All notices or communications under or in connection with this Agreement shall be in the English language or if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

16.11 Variation of Terms

Subject to the agreement of the Bank, and for the purpose of facilitating its business, operations, services or such other things as the Bank may reasonably determine, the terms and/or conditions in this Agreement may from time to time be varied or amended by notice of not less than twenty-one (21) calendar days' to the Customer and such variations or amendments shall be effected by means of letter or supplementary agreement or such other means as the Bank may stipulate, and thereupon such amendments and variations shall be deemed to have been amended or varied accordingly if applicable, and shall be read and construed as if such amendments and variations have been incorporated into and had formed part of this Agreement at the time of execution thereof.

16.12 Appropriation

All and any monies received by the Bank towards payment or repayment or prepayment shall be applied by the Bank in accordance with the terms of this Agreement, the Letter of Offer, the Transaction Documents and/or the Security Documents

16.13 No Liability

The Bank shall only be liable for direct losses or damages if such losses or damages are caused directly by the Bank's fraud, gross negligence or willful breach of its obligations under this Agreement, the Transaction Documents and/or the Security Documents.

Notwithstanding anything to the contrary, the Bank and/or any of its officers and employees shall not be liable for any indirect, incidental, consequential and/or secondary loss or damage, including any loss of profits or income, savings, opportunity loss, expectation loss, reliance loss or pure economic loss and any exemplary or punitive damages which may be suffered or incurred by the Customer or any third party directly or indirectly, even if the Bank has been notified of the possible damages or any claim against the Customer or the third party.

16.14 Transfer Benefit

The Bank may, for the purpose of facilitating its business, operations, services or such other things as the Bank may reasonably determine transfer and/or assign the rights, benefits, interest and/or obligations under this Agreement and/or the Security Documents to any person, by notice to the Customer and/or the Security Party, and:

- (a) for this purpose the Bank may disclose to a potential assignee or transferee or any other person who derives any rights, benefits, interest or obligations under this Agreement and/or the Security Documents, such information about the Customer as shall have been made available to the Bank generally;
- (b) the Customer shall execute such documents as are necessary to release the Bank to the extent of the transfer or assignment and join the transferee or assignee as a party to this Agreement and/or the Security Documents;
- (c) in the event of such assignment and/or transfer to any person by the Bank, the Customer shall thereafter deal solely with the assignee or transferee with respect to any matters under this Agreement and/or the Security Documents; and
- (d) all costs and/or expenses relating to this transfer and/or assignment shall be paid by the Customer, and any statement by the Bank as to the costs and/or expenses of the transfer and/or assignment which are to be paid by the Customer, shall save for manifest errors be conclusive and binding on the Customer.

However it is expressly agreed that the rights, benefit, obligations and/or interest of this Agreement and/or the Security Documents shall not be assigned or transferred in any way by the Customer unless with the written consent of the Bank.

16.15 Law and Jurisdiction

The parties hereto agree that this Agreement and the Security Documents shall be governed by the laws of Malaysia and agree to submit to the jurisdiction of the Courts of Malaysia.

16.16 Regulatory Compliance

The Bank is subject to the supervision of, and/or governed by, and/or subject to any rules, regulations, guidelines and/or any other form of directives from, BNM, Labuan FSA and/or any other regulatory bodies having authority over the Bank. The Bank shall have the right to vary this Agreement to give effect to any such rules, regulations, guidelines and/or any other form of directives from BNM, Labuan FSA and/or any other regulatory bodies having authority over the Bank. Subject to the terms of this Agreement, this right of variation on the part of the Bank shall be in addition and is without prejudice to any other right of variation on the part of the Bank under this Agreement.

16.17 Severability of Provisions

If at any time any provision herein becomes invalid, illegal or unenforceable in any respect under the law of any

jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and/or enforceability of the remaining provisions herein or such provision in any other jurisdiction. Subject to the terms of this Agreement, any provision of this Agreement which is so determined by the Bank to be invalid, illegal or unenforceable shall be replaced, with a valid provision which has as far as possible the same effect.

16.18 Successors Bound

This Agreement, the Transaction Documents and the Security Documents shall be binding upon the heirs, personal representatives, assigns and successors-in-title of the Customer, the Security Party, and the successors- in-title and assigns of the Bank.

16.19 Time

Time wherever stated in this Agreement, shall be of the essence of this Agreement.

16.20 Credit Reporting Agencies Act 2010

Pursuant to the Credit Reporting Agencies Act 2010 (“**CRA Act**”), the Customer, hereby gives its consent to the Bank and any registered reporting agency under the CRA Act appointed by the Bank, to process its company and personal data. By this consent, the Customer understands and agrees that:

- (a) the Bank may conduct credit checks on the Customer, a Security Party and where applicable, its director(s) and shareholder(s) (collectively the “**Parties**”), at any time for as long as the Customer has a banking relationship with the Bank or where any Facilities or Indebtedness remain outstanding with the Bank, for any one or more of the following purposes:
 - (i) opening of an account;
 - (ii) credit/account monitoring, review or evaluation;
 - (iii) debt recovery; and
 - (iv) documentation consequent to any facility granted by the Bank;
- (b) the Bank may disclose any information on the Parties’ conduct of their accounts with the Bank, to any person for bona fide credit review at any time. The Customer is aware and understands and shall procure that the Parties are also made aware and understand that such information will be provided to a credit reporting agency, who may in turn share such information to subscribers of their service;
- (c) where the Bank require any processing of the Customer’s application to be processed by any processing centre located outside Malaysia, the Customer consents and shall procure the Parties to also consent to the Bank and the credit reporting agency to disclose their credit reports to such locations outside Malaysia; and
- (d) apart from the above, the Customer consents and shall procure the Parties to also consent to the Bank and the credit reporting agency to process their personal data as per the Personal Data Protection Act 2010.

16.21 Force Majeure

The Bank shall not be responsible to the Customer for any failure in the performance of any of its obligations or in respect of or arising from the Facilities or any claim in respect of any loss, damages or injury to earnings or profit or goodwill or business caused directly or indirectly or any other fault if such failure, loss, damage or other fault is caused by circumstances beyond the reasonable control of the Bank, including but not limited to, any fire, earthquake, flood, epidemic, , accident, explosion, casualty, lock-out, riot, civil disturbances, act of public enemy, natural catastrophe, embargo, war, act of God any/or mechanical, electronic or communications failure.

17. PRINCIPAL AND SUBSIDIARY INSTRUMENTS

IT IS HEREBY AGREED AND DECLARED that this Agreement and the Security Documents are instruments in one transaction to secure the sum stated in the Letter of Offer for principal only and all profit, commission, fees and other charges thereon, and for the purposes of Section 4(3) of the Stamp Act, 1949, this Agreement shall be deemed to be the principal instrument.

18. UPSTAMPING

Where the Bank has agreed to provide any additional advance or credit under any of the Facilities to the Customer such that the principal secured by this Agreement and the Security Documents shall exceed the principal sum stated in Clause 17 above, this Agreement and the Security Documents shall for the purpose of stamp duty be deemed to be a new and separate instrument bearing date on the day on which such advance or credit is made to the extent that such additional advance or credit is in excess of the principal sum stated in Clause 17 above and the Customer shall bear the cost of any additional stamp duty as a result.

19. PRIVACY CLAUSE (For Corporate Customer) Where the Customer is a corporation (including but not limited to the entities falling within the definition of "Corporation" defined in the Companies Act 2016) this clause shall apply.

The Customer hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the Customer as determined by the Bank (hereinafter referred to either singly or collectively as "Relevant Person"), for the Bank:

- (i) to be provided with information as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with relevant terms and conditions and for the purpose of the facility / account;
- (ii) to carry out the necessary reference checks including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the Customer and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the facility/account; recovery of debts owing under the facility/ account; any purpose related to or in connection with facility/ account under this agreement; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;
- (iii) to disclose the said Relevant Person's personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com); and
- (iv) to provide the said Relevant Person with information on the Bank's products, banking facilities, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and/or financial benefit to them

at the Bank's discretion. The Customer agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the Customer agrees that the Bank shall have the right to terminate the Facilities/ close the account.

This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

19. PRIVACY CLAUSE (FOR NATURAL PERSONS) Where the Customer are individuals (including but not limited to sole proprietor, partnerships, registered businesses and associations)

The Customer hereby confirm that the Customer has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com) and the clauses herein, as may relate to the processing of the Customer's personal information. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

In the event the Customer provides personal and financial information relating to third parties, including information relating to the Customer's next-of-kin and dependents (where the Customer is an individual) or information relating to its directors, shareholders, officers, individual guarantors and security providers (where the Customer is a corporation), for the purpose of opening or operating the Customer's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank products and services, the Customer (a) confirm that the Customer have obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Agreement; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this Agreement should such consent be withdrawn by any of the said third parties.

Where the Customer instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on behalf of the Customer, the Customer agrees to the above said disclosures on behalf of the Customer and others involved in the said cross-border transaction.

The Bank may carry out the necessary reference checks including credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Customer's status as may be required to help make decisions, for example when the Bank need to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit

and credit-related accounts or facilities, including conducting reviews of the Customer's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under this Agreement. The Customer will be linked by credit reporting/reference agencies to any other names the Customer use or have used, and any joint and several applicants. We may also share information about the Customer and how the Customer manage the Customer's account(s)/facility(ies) with relevant credit reporting/reference agencies.

Even after the Customer has provided the Bank with any information, the Customer will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.

The Bank reserves the right to amend this clause from time to time at the Bank's discretion and shall provide prior notification to the Customer in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.

For the purposes of the Privacy Clause (For Corporate Customer) and Privacy Clause (For Natural Persons), the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank", and "the Bank's" are to be read as references to the CIMB Group.

This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

20. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT

The Customer acknowledges that the Bank has entered into this Agreement, the Transaction Documents and the Security Documents and have agreed to make available the Facilities in full reliance on the representations and warranties by the Customer on the following terms; and the Customer now represents and warrants to the Bank that:

- (a) unless and until the Customer notifies the Bank to the contrary in writing:
 - (i) the Customer is the principal in relation to the Facilities;
 - (ii) no person other than the Customer has or will have any profit in the Facilities; and
 - (iii) all monies which will be paid to the Bank shall come from a lawful source of activity and not unlawful activities, as defined under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA").
- (b) on notification that the Customer is an intermediary for other persons:
 - (i) the Bank may require, and the Customer agrees and undertakes to provide, verification of the identity of the beneficiary and such other information as the Bank may require, including but not limited to certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the Customer, which copies may thereafter be retained by the Bank;
 - (ii) the Customer will confirm that the monies, funds or collateral are from a lawful source of activity and not unlawful activity as defined under AMLA; and
 - (iii) it is further hereby agreed and understood that the provision of details of the Customer's beneficiary shall not make the Customer's beneficiary a client of the Bank and the Bank shall be entitled to hold the Customer as the principal.
- (c) in addition to paragraphs (a) and (b) above, the Customer hereby agrees and undertakes irrevocably and unconditionally that:
 - (i) the Customer shall disclose and furnish to the Bank any information required or deemed necessary (acting reasonably) and to the satisfaction of the Bank in a timely manner within the period specified by the Bank, for purposes of complying with laws and regulations of BNM;
 - (ii) pending receipt of information by the Bank from the Customer and until received and verified thereof to the satisfaction of the Bank and or the relevant authorities, the Bank shall neither be obliged to proceed with any transaction or disbursement nor accept any monies, funds or collateral ("Assets"). In relation to Assets already in the possession of the Bank, the Bank shall be entitled (and authorised) if so required by the relevant authorities to retain the Assets for the time being; any Assets requested to be returned to the Customer shall be returned to the Customer after the Bank receives satisfactory clearance from the relevant authorities;

- (iii) the Customer shall not use the Facility(ies) (or any part thereof) for money laundering or violate any laws relating to money laundering as defined under AMLA;
- (iv) in no event shall the Bank be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the Bank's exercise of its duties under AMLA;
- (v) the Customer shall not engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;
- (vi) the Customer shall not acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; and/or
- (vii) the Customer shall not conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title, rights with respect to, or ownership of, proceeds of any unlawful activity.

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IN WITNESS WHEREOF the parties hereto have set their hands hereunto.

The Common Seal of)
)
)
 was hereunto affixed)
)
 in the presence of :)

DIRECTOR
Name :
NRIC No. :

DIRECTOR/SECRETARY
Name :
NRIC No.:

** for companies without common seal*

SIGNED by [director])
 and)
 for and on behalf of)
)
 in the presence of:)

OR

SIGNED by [director])
 for and on behalf of)
)
 in the presence of:)

Signed by)
)
 as Attorney of the Bank)
)
 in the presence of :-)
)

CIMB ISLAMIC BANK BERHAD
by its Attorney

SCHEDULE 1

1.	Date of Agreement	
2.	Name of Customer Company/ Business Registration of Customer Registered Address of Customer	
3.	Date of Letter of Offer	

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SCHEDULE A

CONDITIONS PRECEDENT

(referred to in Clause 2.1)

1. Where the Customer and/or the Security Party is a corporation, the Bank shall have received certified true copies of the Constitution / written confirmation duly signed by a director confirming that the corporation does not have a Constitution, Return of Allotment of Shares Form (previously known as Form 24), Notification for Change in the Registered Address (previously known as Form 44) and Notification of Change in the Register of Directors, Managers and Secretaries Form (previously known as Form 49) of the Customer and/or the Security Party, as the case may be.
2. Where the Customer and/or the Security Party is a corporation, the Bank shall have received the Customer's Board of Directors' Resolution authorising the entry into this Agreement, and the Security Party's Board of Directors' Resolution authorising the granting of the Security Document and/or Security Interest to the Bank, and any power of attorney and/or deed of empowerment, all of which are in form and content acceptable to the Bank.
3. The letter of offer bearing the date stated in **Item 3 of Schedule 1**, addressed by the Bank to the Customer, shall have been duly accepted by the Customer, and the accepted letter of offer received by the Bank.
4. This Agreement and the Security Documents shall have been duly executed by or on behalf of all the parties concerned, stamped and registered with such registries as the Bank may deem necessary or expedient, and duly received by the Bank.
5. The Charge, duly executed by both the Chargor and the Bank and stamped together with:
 - (a) the issue document of title to the Property;
 - (b) any receipts for payment of quit rent, assessment, rates, dues, and other outgoings for the current year in respect of the Property as the Bank may require; and
 - (c) all other documents necessary to ensure the registration of the Charge, have been received by the Bank.
6. The Bank shall have received a duly stamped copy/original of the Sale and Purchase Agreement of the Property and/or any other documents pertaining to the Property as the Bank may require.
7. The Bank shall have received confirmation in form and substance acceptable to the Bank that a search having been made at the relevant land registry, that the Property is free from all encumbrances and no acquisition notices have been lodged and/or registered and/or issued against the Property.
8. Where required by the Bank, the lodgement by the Bank of a private caveat and/or lien-holder's caveat on the master title of the Property.
9. Where required by the Bank, copies of valuation reports by a valuer acceptable to the Bank, in respect of any Property and/or properties to be provided to the Bank as security for the Facilities, all in form and substance acceptable to the Bank, shall have been received by the Bank.
10. All details, financial statements, statement of accounts of the Customer (including but not limited to cashflow projections), and/or any other information on the Customer as the Bank may require, all in form and substance acceptable to the Bank, shall have been received by the Bank.
11. The Takaful certificate in form and content acceptable to the Bank, from Takaful Operators acceptable to the Bank, shall have been received by the Bank.
12. The Bank shall have received any undertakings, confirmations, indemnities, opinions, authorisations, approvals, consents, assurances, and/or any other documents which the Bank may in its discretion determine, all of which shall be in form and substance acceptable to the Bank.

13. The Bank shall have received confirmation in form and substance acceptable to the Bank, that the power of attorney granted by the Customer and/or Security Party to the Bank under the terms and/or conditions of the Debenture, Assignment, Deed of Assignment of Benefit of Contract and/or any Security Document and/or Security Interest, has been presented for registration with the relevant court and/or registry.
14. Where any company has issued share certificates, any share certificates in respect of any shares to be pledged and/or charged and/or placed on lien to the Bank, and/or any registrable transfers and/or transfer forms in respect thereof in favour of whomsoever the Bank shall direct, all of which shall be in form and substance acceptable to the Bank, shall have been deposited with and/or received by the Bank and stamped. Where the company whose shares are to be pledged has not issued share certificates, the Customer and/or Security Party shall forthwith, whenever requested by the Bank, procure and ensure that the said company issues share certificates in respect of the shares to be pledged, whereupon the Customer and/or Security Party shall forthwith comply with the provisions of this provision with respect to the issued share certificates.
15. The Bank shall have received confirmation in form and substance acceptable to the Bank, that any Security Documents and/or Security Interest, which by law are required to be registered at Companies Commission of Malaysia, have been lodged with the Companies Commission of Malaysia for registration pursuant to Section 352 of the Companies Act, 2016, and that searches have been made by the Bank's solicitors at the time of such lodgement confirming that no charge or other encumbrance has been registered in the Companies Commission of Malaysia prior to such lodgement which could or might adversely affect the security of the Bank
16. The Bank shall have received confirmation in form and substance acceptable to the Bank, that a search having been made at the Director General of Insolvency's Office, Companies Commission of Malaysia, and/or any other relevant offices and/or registries which the Bank may require, that there are no bankruptcy and/or winding up proceedings against the Customer and/or any Security Party, and that no petition for winding up or for bankruptcy of the Customer and/or the Security Party has been presented against the Customer and/or the Security Party, and/or the Bank shall have received a statutory declaration by the Customer and/or the Security Party in form and substance acceptable to the Bank, declaring the same.
17. The Bank shall have received confirmation in form and substance acceptable to the Bank, that all approvals and/or consents from the relevant authorities for the financings taken by the Customer, including but not limited to, where relevant, any approvals from BNM or Labuan FSA pursuant to the Islamic Financial Services Act 2013 and/or Labuan Financial Services and Securities Act 2010, have been duly obtained, and certified true copies of such approvals and/or consents, shall have been received by the Bank.
18. The Bank shall have received from the Customer, not more than such number of Business Days and not less than such number of Business Days, all as stated in the Letter of Offer, before the proposed date of such Disbursement, the Disbursement Notice in form and content acceptable to the Bank.
19. Receipt by the Bank of the Bank's solicitor's written confirmation that the documentation is in order, that all conditions precedent have been fulfilled, and that it is in order for the Bank to disburse the Facilities.
20. Such additional conditions precedent as stated in stated in the Letter of Offer.

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SCHEDULE B

(A) TERM FINANCING-i (TF-i) FACILITY

(a) Purpose

The TF-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the TF-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The duration of the TF-i shall be for such months from such date and shall expire on such date, all as stated in the Letter of Offer.

The Facility shall also be subject to periodic review at the discretion of the Bank and payable/repayable on demand.

(d) Disbursement

Save as otherwise provided herein, a Disbursement may be made by the Customer if:-

- (i) the Bank has received from the Customer the Disbursement Notice in form and content acceptable to the Bank, receipt of which shall oblige the Customer to utilise the amount therein requested on the date therein stated upon the terms and subject to the conditions contained herein;
- (ii) the proposed date for the making of such Disbursement is a Business Day which precedes the Payment Date;
- (iii) the proposed amount of such Disbursement shall be as stated in the Letter of Offer; and
- (iv) no Event of Default or potential Event of Default has occurred and the representations set out in Clause 6 are true on and as of the proposed date for the making of such Disbursement.

(e) Prevailing Rate

The Customer shall pay profit on the Disbursement at the Prevailing Rate as stated in the Letter of Offer.

Unless any other profit payment period is specified by the Bank, the Customer shall pay the payable profit monthly.

(f) Claims and Ta'widh (Compensation)

For default in payment of the TF-i Facility, the Customer hereby agrees and undertakes to pay to the Bank Ta'widh (compensation) in the manner and circumstances as stated in the Letter of Offer

(g) Early Settlement

The Customer may early settle the TF-i Facility in accordance with the terms and/or conditions as stated in the Letter of Offer

(h) Payment

The Customer shall pay the TF-i Facility in the amounts and on the Payment Dates stated in the Letter of Offer.

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(B) CASH LINE-i(CL-i) FACILITY

(a) Purpose

The CL-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the CL-i Facility to the Customer in the amount stated in the Letter of Offer.

The limit of the CL-i Facility shall be subject to reduction in the manner stated in the Letter of Offer.

(c) Duration and Availability

The Facility shall be subject to periodic review at the discretion of the Bank and payable on demand.

(e) Prevailing Rate

Profit at the Prevailing Rate as stated in the Letter of Offer shall be levied on the daily debit balance of the account and posted to the account on the last day of each calendar month. The profit shall be paid monthly.

(f) Claims and Ta'widh (Compensation)

For default in payment of the CL-i Facility, the Customer hereby agrees and undertakes to pay to the Bank Ta'widh (compensation) in the manner and circumstances as stated in the Letter of Offer

(g) Cancellation/Suspension

The Bank may cancel or suspend further disbursement of the CL-i Facility upon the occurrence of an event of default.

(h) Payment

The Customer shall pay the amount outstanding under the CL-i Facility upon the expiry of the duration of the CL-i Facility, or upon demand by the Bank, whichever is earlier.

(i) Payment stops

The Bank may in its discretion upon notice to the Customer stop payment on any cheque or other payment orders disbursed on the Designated Account and shall not as a consequences of dishonouring such cheques or payment orders be liable to the Customer in negligence, libel or in any loss damages costs and expense incurred or suffered by the Customer.

(j) No excess or temporary overdraft

The Bank will not permit any excess or temporary overdrawing in excess of the Bank's approved limit of the CL-i Facility. In the event there is a need to increase the CL-i Facility to meet future needs, a fresh application must be submitted for the Bank's consideration. The Bank may at the request of the Customer increase the limit of the CL-i Facility on such terms and conditions as the Bank shall in its discretion determine, and subject to the terms of this Agreement, the Bank shall have the right to impose an additional rate of profit which rate shall be added over and above the prescribed rates already charged on the CL-i Facility.

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(C) BANK GUARANTEE-i (BG-i) FACILITY

(a) Purpose

The BG-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the BG-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The BG-i Facility shall be subject to periodic review at the discretion of the Bank and payable on demand.

(d) Issue of the Guarantee

The issuance of any Bank Guarantee by the Bank shall be at the discretion of the Bank and subject to any prevailing standard operating procedures of the Bank, including but not limited to, if so required by the Bank, any indemnity to cover losses incurred by the Bank as a consequence of any default, or any failure of the Customer to comply with the terms of the BG-i Facility or the Bank Guarantee or otherwise in connection with this Agreement in form and content acceptable to the Bank to be executed by the Customer and received by the Bank, prior to the issuance of any Bank Guarantee.

Subject to the terms and conditions of this Agreement, the Bank shall issue a Bank Guarantee on the Customer's behalf if:-

- (i) the Bank has received from the Customer in writing the issue request in form and content acceptable to the Bank;
- (ii) the Bank Guarantee is in a form and content acceptable to the Bank and addressed to a beneficiary in whose favour the Bank can issue the Bank Guarantee, in compliance with all applicable laws binding on or affecting either the Customer or the Bank;
- (iii) the amount shall, when issued and when added to the Bank's maximum actual and contingent liability under all Bank Guarantees then issued under the Facility, not exceed the limit as set out above; and
- (iv) no event has occurred which is or may become with the passage of time an Event of Default.

(e) Bank's Entitlement

The Bank may pay immediately an amount for which a claim or demand has been made at any time under the Bank Guarantee without any reference to or further authority from the Customer. The Bank shall not be under any duty to investigate or enquire whether any claim or demand on the Bank under the Bank Guarantee has been properly made in spite of the fact that the Customer may dispute the validity of such claim or demand or allege that the Bank was or might have been justified in refusing payment of any amount claimed or demanded under the Bank Guarantee. The Customer shall not take any steps to prevent the Bank from making payment under a Bank Guarantee for which a claim or demand has been made.

(f) Commission

The Customer shall pay commission to the Bank for the full liability period of each Bank Guarantee to be issued or renewed. The commission shall be charged at the rate of the percentage stated in the Letter of Offer per month or part thereof on the face amount of each Bank Guarantee subject to the minimum amount stated in the Letter of Offer for each Bank Guarantee. Such commission, which is non-refundable, shall be paid before each Guarantee can be issued.

(g) Payments under the Bank Guarantee to Constitute Loan

Any payment by the Bank under the Bank Guarantee shall constitute a loan from the Bank to the Customer. Such loan shall:-

- (i) be an amount equal to the amount of such payment;
- (ii) be treated as made at the time of payment to the beneficiaries;

- (iii) be due and payable at the time it is made; and
- (iv) subject to Claims and Ta'widh (Compensation) as stated in the Letter of Offer

(h) Indemnity

The Customer shall indemnify the Bank from any loss, costs, damages, claims and/or demands incurred or suffered by the Bank as a consequence of any default or any failure of the Customer to comply with the terms of the BG-i Facility or the of the Bank Guarantee or otherwise in connection with this Agreement.

The Bank shall have the right, at its discretion, to debit and/or set off from any of the Customer's accounts with the Bank, in order to settle any of the Customer's liabilities under this indemnity, and/or to recover any of the moneys which the Customer owes to the Bank by reason of this indemnity by notice to the Customer.

(i) Payment on Demand

Despite the above provisions, the Customer shall forthwith upon receipt of a notice or demand by the Bank pay to the Bank the Bank Guarantee amount or such amount claimed by the beneficiary of the Bank Guarantee, in spite of the fact that:

- (i) the said monies may not have been properly due under the Bank Guarantee whether because the corresponding sum was not properly due to the beneficiary or for any other reason; or
- (ii) the Bank Guarantee or any provision thereof is void, voidable or invalid or is not enforceable against the Bank for any reason whatsoever;

failing which the Bank may exercise all its rights and remedies provided by law, this Agreement and the Security Documents including cancellation of the BG-i Facility granted herein.

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(D) SHIPPING GUARANTEE-i (SG-i) FACILITY**(a) Purpose**

The SG-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the SG-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The SG-i Facility shall be subject to periodic review at the discretion of the Bank and payable/repayable on demand.

(d) Issue of the Shipping Guarantee

The issuance of any Shipping Guarantee by the Bank shall be at the discretion of the Bank and subject to any prevailing standard operating procedures of the Bank, including but not limited to, if so required by the Bank, any indemnity in form and content acceptable to the Bank to be executed by the Customer and received by the Bank, prior to the issuance of any Shipping Guarantee.

Subject to the terms and conditions of this Agreement, the Bank shall issue a Shipping Guarantee on the Customer's behalf if:-

- (i) the Bank has received from the Customer in writing the issue request in form and content acceptable to the Bank;
- (ii) the Shipping Guarantee is in a form and content acceptable to the Bank and addressed to a beneficiary in whose favour the Bank can issue the Shipping Guarantee, in compliance with all applicable laws binding on or affecting either the Customer or the Bank;
- (iii) the amount shall, when issued and when added to the Bank's maximum actual and contingent liability under all Shipping Guarantees then issued under the Facility, not exceed the limit as set out above; and
- (iv) no event has occurred which is or may become with the passage of time an Event of Default.

(e) Bank's Entitlement

The Bank may pay immediately an amount for which a claim or demand has been made at any time under the Shipping Guarantee without any reference to or further authority from the Customer. The Bank shall not be under any duty to investigate or enquire whether any claim or demand on the Bank under the Shipping Guarantee has been properly made in spite of the fact that the Customer may dispute the validity of such claim or demand or allege that the Bank was or might have been justified in refusing payment of any amount claimed or demanded under the Shipping Guarantee. Accordingly it shall not be a defence to any demand made by the Bank against the Customer under this Agreement nor shall any of the Customer's obligations hereunder be affected or impaired by the fact that the Bank was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed or demanded under the Shipping Guarantee. The Customer shall not take any steps to prevent the Bank from making payment under any Shipping Guarantee for which a claim or demand has been made.

(f) Commission

The Customer shall pay commission to the Bank for the full liability period of each Shipping Guarantee to be issued or renewed. The commission shall be charged at the rate of the percentage stated in the Letter of Offer flat for three (3) months based on the invoice amount, subject to the minimum amount stated in the Letter of Offer for each Shipping Guarantee. Such commission, which is non-refundable, shall be paid before each Shipping Guarantee can be issued. Thereafter, additional commission shall be charged at the rate of the percentage stated in the Letter of Offer per annum until the original Shipping Guarantee is returned to the Bank for cancellation.

(g) Payments under the Shipping Guarantee to Constitute Loan

Any payment by the Bank under the Shipping Guarantee shall constitute a loan from the Bank to the Customer. Such loan shall:-

- (i) be an amount equal to the amount of such payment;
- (ii) be treated as made at the time of payment to be beneficiaries;
- (iii) be due and payable at the time it is made; and
- (iv) subject to Claims and Ta'widh (Compensation) as stated in the Letter of Offer.

(h) Indemnity

The Customer shall indemnify the Bank from any loss, costs, damages, claims and/or demands of any kind whatsoever, which the Bank may suffer in consequence of the Bank's issuance of the Shipping Guarantee.

The Bank shall have the right at its discretion, to debit and/or set off from any of the Customer's accounts with the Bank, in order to settle any of the Customer's liabilities under this indemnity, and/or to recover any of the moneys which the Customer owes to the Bank by reason of this indemnity, by notice to the Customer.

(i) Payment on Demand

Despite the above provisions, the Customer shall forthwith upon receipt of a notice or demand by the Bank pay to the Bank the Shipping Guarantee amount or such amount claimed by the beneficiary of the Shipping Guarantee, in spite of the fact that:

- (i) the said monies may not have been properly due under the Shipping Guarantee whether because the corresponding sum was not properly due to the beneficiary or for any other reason; or
- (ii) the Shipping Guarantee or any provision thereof is void, voidable or invalid or is not enforceable against the Bank for any reason whatsoever,;

failing which the Bank may exercise all its rights and remedies provided by law, this Agreement and/or the Security Documents including cancellation of the SG-i Facility granted herein.

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(E) DOCUMENTARY CREDIT-i (DC-i) FACILITY(a) Purpose

The DC-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the DC-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The DC-i Facility shall be subject to periodic review at the discretion of the Bank and payable/repayable on demand.

(d) Issuance of the Documentary Credit

The issuance of any DC -i by the Bank shall be at the discretion of the Bank and subject to any prevailing standard operating procedures of the Bank, including but not limited to, if so required by the Bank, any indemnity in form and content acceptable to the Bank to be executed by the Customer and received by the Bank, prior to the issuance of the DC-i.

Subject to the terms and conditions of this Agreement, the Bank will issue a DC-i under the DC-i Facility at the request of the Customer if:

- (i) the Bank has received from the Customer a duly completed application form in form and content acceptable to the Bank;
- (ii) the DC-i is in a form and content acceptable to the Bank and addressed to a beneficiary in whose favour the Bank can issue the DC-i, in compliance with all applicable laws binding on or affecting either the Customer or the Bank;
- (iii) the amount of the DC-i, when issued and when added to the amounts of the Bank's maximum actual and contingent liability under all DC-i issued under the Facility, shall not exceed the limit of the DC-i Facility set out above; and
- (iv) no event has occurred which is or may become with the passage of time an Event of Default.

(e) Payment under the DC-i to Constitute Loan

Any payment by the Bank under any DC-i shall constitute a loan from the Bank to the Customer. Such loan shall:

- (i) be an amount equal to the amount of such payment;
- (ii) be treated as made at the time of payment;
- (iii) be due and payable at the time it is made; and
- (iv) subject to Claims and Ta'widh (Compensation) as stated in the Letter of Offer.

(f) Bank's Entitlement

The Bank may to pay immediately an amount for which a claim or demand has been made at any time under the DC without any reference to or further authority from the Customer. The Bank shall not be under any duty to investigate or enquire whether any claim or demand on the Bank under the DC has been properly made in spite of the fact that the Customer may dispute the validity of such claim or demand. or allege that the Bank was or might have been justified in refusing payment of any amount claimed or demanded under the DC. Accordingly it shall not be a defence to any demand made by the Bank against the Customer under this Agreement nor shall any of the Customer's obligations hereunder be affected or impaired by the fact that the Bank was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed or demanded under the DC. The Customer shall not take any steps to prevent the Bank from making payment under any DC for which a claim or demand has been made.

(g) Commission

Documentary Credit-i (Sight) / (Usance)

The Customer shall pay commission at the rate of the percentage stated in the Letter of Offer per month or part thereof for the amount of each DC-i subject to the minimum amount stated in the Letter of Offer.

(h) Payment

Sight DC

Upon expiry of the duration and/or upon demand by the Bank, whichever is earlier.

Usance DC

The Customer shall pay in the amounts and on the Payment Dates stated in the Letter of Offer.

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(F) TRUST RECEIPT-i (TR-i) FACILITY

(a) Purpose

The TR-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the TR-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The TR-i Facility shall be subject to periodic review at the discretion of the Bank.

(d) Tenor

The maximum tenor for each TR-i shall be as stated in the Letter of Offer.

(e) Prevailing Rate

Profit at the Prevailing Rate of the percentage per annum stated in the Letter of Offer shall be levied.

(f) Claims and Ta'widh (Compensation)

For default in payment of the TR-i Facility, the Customer hereby agrees and undertakes to pay to the Bank Ta'widh (compensation) in the manner and circumstances as stated in the Letter of Offer

(g) Payment

The Customer shall pay the TR-i Facility in the amounts and on the Payment Dates stated in the Letter of Offer.

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(G) ACCEPTED BILLS-i (AB-i) FACILITY

(a) Purpose

The AB-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the AB-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The AB-i Facility shall be subject to periodic review at the discretion of the Bank.

(d) Tenor

The maximum tenor for each AB-i shall be as stated in the Letter of Offer.

(e) Prevailing Rate

At the Bank's Prevailing Rate for such AB-i Facility, which would include the discount for AB-i for the relevant maturity and the acceptance commission from the date each AB-i is created to the date of maturity and is to be paid at the time of creation.

(f) Commission

The Customer shall pay the Bank commission at the rate of the percentage stated in the Letter of Offer per annum for each AB-i subject to the minimum amount stated in the Letter of Offer for each AB-i (if any). Payment of commission shall be paid at the time of acceptance.

(g) Claims and Ta'widh (Compensation)

For default in payment of the AB-i Facility, the Customer hereby agrees and undertakes to pay to the Bank Ta'widh (compensation) in the manner and circumstances as stated in the Letter of Offer

(h) Payment

The Customer shall pay the AB-i Facility in the amounts and on the Payment Dates stated in the Letter of Offer.

(i) Other Conditions

The Customer agrees or undertakes with the Bank that:-

- (i) the Customer shall discount only with the Bank all AB-i accepted by the Bank;
- (ii) the procedure of accepting and discounting AB-i shall be subject to all the conditions and guidelines laid down by BNM and/or such other regulatory authorities;
- (iii) the Bank may not to accept, or to reject, any AB-i presented by the Customer;
- (iv) the Customer shall ensure that inter-company transactions are not financed under the AB-i Facility; and
- (v) the Bank shall have the right not to accept any new AB-i if there are any overdue outstandings.

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(H) DOMESTIC BILLS OF EXCHANGE PURCHASED -i(DBEP-i) FACILITY

(a) Purpose

The DBEP-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the DBEP-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The DBEP-i Facility shall be subject to periodic review at the discretion of the Bank.

(d) Tenor

Sight basis.

(e) Commission

The Customer shall pay the Bank a commission of at the rate of the percentage stated in the Letter of Offer flat calculated on the value of each bill subject to the minimum amount stated in the Letter of Offer for each bill.

(f) Prevailing Rate

The Customer shall pay to the Bank profit at the rate of BFR plus such percentage per annum stated in the Letter of Offer and such rate shall be subject to revision at the discretion of the Bank from time to time , by notice to the Customer Claims and Ta'widh (Comepnsation)

For default in payment of the DBEP-i Facility, the Customer hereby agrees and undertakes to pay to the Bank Ta'widh (compensation) in the manner and circumstances as stated in the Letter of Offer

(g) Payment

The Customer shall pay the DBEP-i Facility in the amounts and on the Payment Dates stated in the Letter of Offer.

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(I) FOREIGN BILLS OF EXCHANGE PURCHASED-i (FBEP-i) FACILITY

(a) Purpose

The FBEP-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the FBEP-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The FBEP-i Facility shall be subject to periodic review at the discretion of the Bank.

(d) Tenor

Sight basis.

(e) Prevailing Rate

The Customer shall pay to the Bank profit at the rate of BFR plus such percentage per annum stated in the Letter of Offer for bills denominated in RM, and for bills denominated in other currencies the Customer shall be charged the rate prevailing for the respective currency (as advised by the Bank).

It is however agreed that such prevailing rate shall be subject to revision at the discretion of the Bank from time to time, by notice to the Customer.

(f) Claims and Ta'widh (Compensation)

For default in payment of the FBEP-i Facility, the Customer hereby agrees and undertakes to pay to the Bank Ta'widh (compensation) in the manner and circumstances as stated in the Letter of Offer

(g) Payment

The Customer shall pay the FBEP-i Facility in the amounts and on the Payment Dates stated in the Letter of Offer.

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(J) FOREIGN EXCHANGE CONTRACT LIMIT-i (FECL-i) FACILITY

(a) Purpose

The FECL-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the FECL-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The FECL-i Facility shall be subject to periodic review at the discretion of the Bank and payable/repayable on demand.

(d) Tenor

The maximum tenor for each FECL-i shall be as stated in the Letter of Offer.

(e) Payment

The Customer shall pay the FECL-i Facility in the amounts and on the Payment Dates stated in the Letter of Offer.

(f) Other Conditions

Despite anything else contained herein, the availability of the FECL-i Facility shall be subject to the Customer signing and delivering to the Bank any documents in form and content acceptable to the Bank, and doing all such things as the Bank may from time to time require.

The FECL-i Facility shall be subject to, and in accordance with, the guidelines laid down by BNM or such guidelines as may be varied from time to time.

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(K) REVOLVING CREDIT -i(RC-i) FACILITY

(a) Purpose

The RC-i Facility shall be for the purpose stated in the Letter of Offer.

(b) Limit

Subject to the terms and conditions of this Agreement, the Bank shall provide the RC-i Facility to the Customer in the amount stated in the Letter of Offer.

(c) Duration and Availability

The RC-i Facility shall be subject to periodic review at the discretion of the Bank and payable/repayable on demand.

(d) Tenor

Each disbursement or roll-over period shall be for such number of months as stated in the Letter of Offer.

(e) Prevailing Rate

The Customer shall pay to the Bank profit on the RC-i Facility at the rate of the benchmark rate stated in the Letter of Offer plus the percentage per annum stated in the Letter of Offer, and such rate shall be subject to revision at the discretion of the Bank from time to time by notice to the Customer. Such profit shall be payable by the Customer in accordance with the corresponding disbursement or roll-over period in arrears.

(g) Claims and Ta'widh (Compensation)

For default in payment of the RC-i Facility, the Customer hereby agrees, and undertakes to pay to the Bank Ta'widh (compensation) in the manner and circumstances as stated in the Letter of Offer

(h) Amount of Disbursement or Roll-Over

Each disbursement or roll-over of the RC-i Facility shall be in integral multiples of the amount stated in the Letter of Offer, subject to the minimum the amount stated in the Letter of Offer each time.

(i) Disbursement

Subject to the terms and conditions of this Agreement, the Customer may make a disbursement on the RC-i Facility subject to the Bank having received from the Customer a Disbursement Notice which shall be in form and content acceptable to the Bank, at least such number of Business Days stated in the Letter of Offer before the date on which a Disbursement is intended to be made.

(j) Roll-Over

The RC-i may be rolled over at the end of each tenor of the RC-i subject to:-

- (i) profit to be paid by the Customer as at such date;
- (ii) only the principal amount of the RC-i may be rolled over;
- (iii) the Bank shall have received from the Customer a Roll-Over Notice in form and content acceptable to the Bank, at least such number of Business Days stated in the Letter of Offer before the date on which a roll-over is intended to be made; and
- (iv) no roll-over shall be allowed after the Availability Period.

(k) Payment

The Customer shall pay the RC-i Facility in the amounts and on the Payment Dates stated in the Letter of Offer.

(l) Early Settlement

The Customer may early settle the RC-i Facility in accordance with the terms and/or conditions as stated in the Letter of Offer.

SCHEDULE C

Purchase Request for Term Financing-i

Dated : [***]

From: [***Customer]

To : **CIMB ISLAMIC BANK BERHAD**

Dear Sirs,

LETTER OF OFFER DATED [*] (“Letter of Offer”)**

- **Purchase Request in relation to the [Term Financing-i Facility]**

Terms defined in the Letter of Offer have the same meaning when used in this Purchase Request.

Purchase Request

1. We hereby request you to purchase the Commodity from a commodity supplier in accordance with the details provided below, subject to fulfilment of all Conditions Precedent as set out in the Agreement/Letter of Offer.

Type of Commodity : [Crude Palm Oil and/or its derivatives]

Purchase price of the Commodity : [***insert amount to be disbursed under the relevant facility] (“Bank’s Purchase Price”)

Agency

2. We hereby irrevocably appoint you as our agent:
 - (a) to conclude the purchase of the Commodity from CIMB ISLAMIC BANK BERHAD in accordance with the details provided below:

Type of Commodity	:	The same as specified in item 1 above
Sale Price of the Commodity	:	The Sale Price to be calculated in accordance with the Agreement and/or Letter of Offer (“Bank’s Sale Price”)
 - (b) upon conclusion of our purchase of the Commodity from CIMB ISLAMIC BANK BERHAD, to sell the Commodity to any commodity supplier (who shall not be the commodity supplier referred to above), for an amount which shall be equivalent to the price of the Commodity purchased by CIMB ISLAMIC BANK BERHAD from the commodity supplier (“Customer’s Sale Price”).
3. In consideration of your agreement to act on our behalf pursuant to paragraph 2(b) above, we shall pay you an amount as stated in the Letter of Offer as the agency fee.
4. The term for the appointment of the agency shall commence from the date of this Purchase Request until the conclusion of the sale of the Commodity in accordance with item 2(b) above.
5. We hereby irrevocably instruct you to pay the Customer Sale Price in accordance with Letter of Offer.

Thank you.

Yours faithfully
For and on behalf of

[*Customer]**

Name:

SCHEDULE C

Purchase Request for Cash Line-i

Dated:[***]

From: [***Customer]

To: CIMB ISLAMIC BANK BERHAD

Dear Sirs

LETTER OF OFFER DATED [*] (“Letter of Offer”)**

- **Purchase Request in relation to the [Cash Line-i Facility]**

Terms defined in the Letter of Offer have the same meaning when used in this Purchase Request.

Purchase Request

1. We hereby request you to purchase the Commodity from a commodity supplier in accordance with the details provided below, subject to fulfilment of all Conditions Precedent as set out in the Agreement/Letter of Offer.

Type of Commodity : [Crude Palm Oil and/or its derivatives]

Purchase price of the Commodity : [****insert amount to be disbursed under the relevant facility] (“Bank’s Purchase Price”)

Agency

2. We hereby irrevocably appoint you as our agent:
 - (a) to conclude the purchase of the Commodity from CIMB ISLAMIC BANK BERHAD in accordance with the details provided below:

Type of Commodity : The same as specified in item 1 above

Sale Price of the Commodity : The Sale Price to be calculated in accordance with the Agreement and/or Letter of Offer (“Bank’s Sale Price”)
 - (b) upon conclusion of our purchase of the Commodity from CIMB ISLAMIC BANK BERHAD, to sell the Commodity to any commodity supplier (who shall not be the commodity supplier referred to above), for an amount which shall be equivalent to the price of the Commodity purchased by CIMB ISLAMIC BANK BERHAD from the commodity supplier (“Customer’s Sale Price”).
3. In consideration of you acting as our agent pursuant to paragraphs 2 (b) above, we shall pay you an amount as stated in the Letter of Offer as the Agency Fee.
4. Your appointment as our agent and our undertakings hereunder shall be valid from the date of this Purchase Request until you have sold the Commodities on our behalf. In respect of Renewed Facility as defined herein, your appointment as our agent and our undertakings hereunder shall be valid from the date of the renewal notice until you have sold the Commodities on our behalf.
5. We understand and agreed that the Facility shall be valid and made available for the Tenure specified in the Agreement and/or the Letter of Offer. We have also understood and agreed that the Facility may be renewed (“Renewed Facility”) upon you serving us the renewal notice. For the purpose of this letter the term Tenure shall include reference to the Tenure of the Renewed Facility with respect to such Renewed Facility.

6. In case of renewal of the Facility on the same terms and conditions we hereby confirm we have agreed for the utilisation of the Renewed Facility and we hereby give the same instructions, undertakings and agency appointment as set out above with respect to each Renewed Facility.

Thank you. Yours faithfully
For and on behalf of
[Customer]

Authorised Signatory
Name:
Designation:

SCHEDULE D
(which shall be read, taken and construed as an integral part of this Agreement)

Murabahah Sale Confirmation

From: CIMB ISLAMIC BANK BERHAD
("the Bank") To: [Customer] Date: [•]

Re: The Murabahah Sale Confirmation

Dear Sirs,

We refer to Letter of Offer dated [•].

Unless otherwise defined herein, words and expressions defined in the Letter of Offer shall have the same meanings when used or referred to herein.

We also refer to the Purchase Request dated [•]. This is to confirm that:-

- i. The Bank, has at your specific request purchased the Commodity from the Commodity Supplier at the Bank's Purchase Price; and
- ii. Pursuant to the Purchase Request, the Bank as your agent has concluded the purchase of the Commodity from the Bank at the Bank's Sale Price; and
- iii. Pursuant to the Purchase Request, the Bank as your agent has sold the Commodity to a commodity supplier (other than the Commodity Supplier referred to in (i) above) at the Customer's Sale Price which is equivalent to the Bank's Purchase Price.

The details of the transaction(s) are as follow:-

- i. Term Financing-i [To insert facility amount]
 - a. Commodity :
 - b. Quantity :
 - c. Bank's Purchase Price :
 - d. Bank's Sale Price :
 - e. Profit Rate : [To state the 'Profit Rate' used for the calculation of Bank's Sale Price]
 - f. Payment of the Bank's Sale Price : As stated in the General Facility Agreement / Letter of Offer.

- ii. Cash Line-i [To insert facility amount]
 - a. Commodity :
 - b. Quantity :
 - c. Bank's Purchase Price :
 - d. Bank's Sale Price :
 - e. Profit Rate : [To state the 'Profit Rate' used for the calculation of Bank's Sale Price]
 - f. Payment of the Bank's Sale Price : As stated in the General Facility Agreement / Letter of Offer.

Yours faithfully,
For and on behalf of CIMB ISLAMIC BANK BERHAD

Name: Designation: