CIMB ISLAMIC BANK BERHAD'S TERMS AND CONDITIONS OF CIMB SALARY ADVANCE-i FACILITY ("FACILITY")

In the event the application for the CIMB Salary Advance-i ("Facility") by the Applicant ("**Applicant**") named in the CIMB Salary Advance-i Electronic Application Form ("**Facility Application Form**") is approved by CIMB Islamic Bank Berhad [200401032872 (671380-H)] ("the **Bank**"), the Applicant agrees that the terms and conditions herein ("Terms and Conditions") for the Facility are binding on the Applicant and will govern the Facility made available by the Bank to the Applicant. The Cash Line-i facility limit (the "**Approved Limit**") under the Facility will be made available through the Applicant's Current Account-i, opened and maintained by the Applicant with the Bank (hereinafter referred to as "**CIMB Current Account-i**" or "**Facility Account**").

Upon the Bank's approval of the Applicant's application for the Facility and the Approved Limit having been made available for use in the Applicant's CIMB Current Account-i which said account shall be treated and deemed as the Facility Account for purposes of the Facility, the Bank will notify the Applicant of the same by way of:

(a) a short messaging service ("**SMS**") message sent to the Applicant's mobile phone number on record with the Bank; followed by

(b) a Letter on Cash Line-i Notice sent to the Applicant's postal address on record with the Bank or via other modes as determined by the Bank**,** which will set out the details of the Facility as applied for and approved by the Bank.

It is a condition of the Facility that the Applicant must ensure that his/her monthly salary is credited every month to his/her Current Account-i or Savings Account-i or Investment Account-i maintained with the Bank, or Current Account or Savings Account maintained with CIMB Bank Berhad (individually referred to as "Payroll Account"). Any monies standing to the credit of the Applicant's CIMB Current Account-i will be deducted by the Bank towards payment of the profit, fees charged, taxes and/or any other costs and expenses related to the Facility. The Applicant agree and authorizes the Bank to debit his/her CIMB Current Account-i from time to time for all fees charged, profit payable in respect of the Facility, late payment charges on amounts in excess of the Approved Limit, taxes and any other costs and expenses related to the Facility.

If an amount equivalent to the Applicant's monthly salary is not credited into the Applicant's Payroll Account in any calendar month, the Bank may cancel the Facility by sending the Applicant an SMS message notifying the Applicant that the Facility will be terminated upon the expiry of fourteen (14) calendar days from the date of such SMS. If the Facility is terminated for this reason, upon the expiry of such fourteen (14) calendar days period (i) all amounts outstanding under the Facility will become immediately due and payable; and (ii) no further drawings will be permitted. This is considered as an acceleration of payment of the Bank's Sale Price. The provisions above are without prejudice to the Bank's other rights to cancel or terminate the Facility under the Terms and Conditions.

TERMS AND CONDITIONS OF THE FACILITY

1. Purpose

All amounts utilised under the Facility must only be used for personal consumption or personal investment purposes, and the Applicant agrees and undertakes not to use the Facility or any amount utilised thereunder for any activity, transaction or purpose that is contrary to the principles of Shariah.

2. Availability of Facility

The Facility will be made available for utilization by the Applicant for the period of five (5) years ("Availability Period") commencing from completion of the Tawarruq transaction subject to the Terms and Conditions including, but not limited to, the following conditions have been and continue to be met:-

(a) the Applicant has opened and continues to maintain a CIMB Current Account-i with the Bank; and

(b) the Applicant's salary must be credited every calendar month into his/her Payroll Account.

If either of these conditions is not met at any time, the Bank shall have the option but not the obligation to withdraw and terminate the Facility by giving prior notice to the Applicant.

On or before the end of the Availability Period, the Bank may renew the Facility in accordance with Clause 14 of the Terms and Conditions.

3. Monitoring

The Bank is not bound to monitor or verify the application of any amount utilised pursuant to the Terms and Conditions.

4. Right to Review

(a) The Facility is subject to periodic review. Nothing in the Terms and Conditions will be deemed to impose any obligation on the Bank, either at law or in equity, to make or continue to make available the Facility.

(b) The Bank reserves the right to unilaterally suspend, recall, cancel or terminate the Facility or any part of it at any time it deems fit by giving a notice of the same via SMS to the Applicant mobile phone number on record with the Bank. If the Bank does so, all amounts outstanding under the Facility will become due and payable after fourteen (14) calendar days from the Bank's notice and considered as an acceleration of payment of the Bank's Sale Price.

5. Profit Rate

(a) The profit ("**Profit**") chargeable for the Facility shall be based on the Ceiling Profit Rate ("**CPR**") of 24% per annum multiplied with the Approved Limit and period (of five (5) years or such other period approved by the Bank.

(b) Notwithstanding Clause 5(a), the Profit is calculated daily at Effective Profit Rate ("**EPR**") per annum as specified in the Product Disclosure Sheet (PDS) using a 365-day year or 366 days for leap years, and charged to the Facility Account at the end of every month. The EPR is equivalent to an assigned margin (as specified in the PDS) plus the Standardised Base Rate.

(c) The Applicant must pay all Profit incurred under the Facility. At the end of each calendar month, the Applicant expressly authorise the Bank:

(i) To debit the Profit payable from monies standing to the credit of the Applicant's Facility Account (if any); or

(ii) To utilize the available Approved Limit to pay the unpaid Profit, if the monies standing to the credit of the Applicant's Facility Account are insufficient to pay the Profit in full.

Any amount utilized under Clause 5(c)(ii) shall be treated as a utilisation to the Facility.

Note: "**Standardised Base Rate**" means the Bank's standardised base rate and is subject to change from time to time as will be displayed at the Bank's branches and/or posted on the Bank's website. If there is any increase or decrease in the Standardised Base Rate, the Effective Profit Rate will increase or decrease accordingly subject to it not exceeding the CPR.

6. Shariah Concept/Mode of Financing

(a) This product adopts the Shariah concept of Tawarruq under which, upon approval of the Facility by the Bank, the Bank will purchase the Commodity from a commodity supplier at the Bank's Purchase Price which is equivalent to the Approved Limit. Thereafter the Bank sells the Commodity to the Applicant, and the Applicant will purchase the Commodity from the Bank at the Bank's Sale Price upon the terms and conditions contained in this Terms and Conditions. The Bank's Sale Price shall comprise of the Bank's Purchase Price ("Principal") and the Profit. The purchase of the Commodity by the Applicant will be concluded by the Bank or any third party acceptable to the Bank as the Applicant's agent pursuant to the agency described below.

(b) Upon conclusion on the sale of the Commodity by the Bank to the Applicant, the legal and/or beneficial title, ownership, rights, risk and interests of the Commodity shall immediately be transferred to the Applicant and the Bank shall immediately enable the Applicant to take possession of the Commodity. If the Applicant so require, the Bank shall immediately enable the Commodity to be delivered to the Applicant. Any cost incurred for the delivery of the Commodity shall be borne by the Applicant. Such delivery of the Commodity to the Applicant shall only be made if the Bank has not sold the Commodity as the Applicant's agent to any third party. The parties agree that the Commodity is sold on an "as is where is basis" free from all encumbrances, charges, liens and/or restraints whatsoever and without any representation or warranty in respect thereof. The Applicant also agrees to waive his/her right to terminate the sale of the Commodity by the Bank to the Applicant in the event the Commodity is found to be defective.

(c) Upon completion of the sale and purchase of the Commodity in (b) above, the Bank or any third party acceptable to the Bank as the Applicant's agent and on the Applicant's behalf pursuant to the agency described below, will sell the Commodity to any commodity supplier (who shall not be the commodity supplier referred to in (a) above) at a price equivalent to the Approved Limit the amount of which will be made available for use in the Applicant's CIMB Current Account-i for the purpose of the Facility.

(d) Pursuant to Clause 6 (c), the third party will be in debt to the Bank's Purchase Price to the Applicant. However, pursuant to the Shariah concept of Hawalah al-Dayn al-Mutlaqah (unrestricted transfer of debt), the Bank has agreed to assume the said third party's debt obligation to the Applicant in full. The amount payable by the Bank to the Applicant shall constitute the Applicant's Approved Limit for utilisation.

(e) The above arrangement shall hereafter be referred to as the "Tawarruq transaction".

"Commodity" referred to above shall mean any Shariah-compliant commodities other than ribawi items in the category of medium of exchange such as currencies, gold, silver and debt instruments to be endorsed by the Bank's Shariah Committee.

7. Appointment of Bank as Agent

Subject to the approval of the Facility by the Bank, the Applicant appoints the Bank as his/her agent:-

(a) to execute on the Applicant's behalf the purchase of the Commodity by the Applicant from the Bank at the Bank's Sale Price; and

(b) to sell the Commodity to any third party at the Applicant's Sale Price after the conclusion of the sale of the Commodity by the Bank to the Applicant. For the avoidance of doubt, the Bank shall only be obliged to act as the Applicant's agent as stated (a) and (b) above if the Facility has been approved by the Bank. The agency created herein shall be dissolved:

(i) upon conclusion of the agency as stated in (a) and (b) above; or

(ii) if the Facility granted to the Applicant is terminated prior to execution by the Bank of any of the acts contemplated stated in (a) and (b) above pursuant to a breach of the Terms and Conditions by the Applicant; or

(iii) if the Applicant exercises his/her option to terminate the agency due to misconduct, negligence or breach of specified terms of the agency by the Bank; In the event of dissolution of agency pursuant to (ii) or (iii) above, the parties liability to the other party for the dissolution of the agency shall be limited to RM1.00.

(c) The Applicant understands and agrees that the Facility shall be valid and made available during the Availability Period. The Aapplicant also understands and agrees that the Facility may be renewed ("Renewed Facility") upon the Bank serving the Applicant the renewal notice.

(d) In case of renewal of the Facility on amended and/or varied terms and conditions as determined by the Bank, the Applicant confirm that the Applicant agrees for the utilization of the Renewed Facility and the Applicant give the same instructions, undertakings and agency appointment as set out above with respect to each Renewed Facility.

8. Payment of Bank's Sale Price

All amounts owing under the Facility (including Principal, Profit or any other monies payable to the Bank under the Terms and Conditions) will be payable on demand.

The Applicant's obligation for payment of the Bank's Sale Price are as follows:

(a) The Principal portion of the Bank's Sale Price shall be paid on demand or at the end of the Availability Period whichever earlier; and

(b) The Profit portion of the Bank's Sale Price based on EPR shall be paid on demand or as detailed out in this Terms and Conditions, whichever earlier.

9. Authorization for Utilized amount and any other amounts due and payable

Without prejudice to any other rights or remedies available to the Bank, the Bank shall be entitled, at its discretion, to debit, earmark, transfer, set-off and/or apply an amount equivalent to the amount due and payable under the Facility (including any utilized amount and any other amounts due and payable), from the Applicant's Payroll Account, to the Facility Account on a monthly basis for the purpose of settling such amount due and payable.

10. Cash Cover

(a) For any Approved Limit utilisation, the Bank's Purchase Price will be reduced by the amount so utilised. Once the Bank's Purchase Price is fully utilised, further utilisation will be from the available Cash Cover. Cash Cover is any payment by the Applicant (other than Profit, Compensation (Ta'widh) and Settlement Amount) received by the Bank during the Availability Period.

(b) Cash cover is under the concept of Rahn (collateral) and the amount is equivalent to the disbursed amount of the Facility. Full and/or portion of the payment (Cash Cover) of the Facility shall be utilised by the Bank at any time from time to time until the Applicant utilises the Facility accordingly.

(c) The Applicant hereby agree and consent for the Bank to utilise either in full and/or in portion the Cash Cover for the Bank's business.

(d) The Cash Cover shall be utilised by the Bank at any time, until termination/cancellation of the Facility.

11. Rebate ("Ibra")

The Bank shall grant rebate (Ibra') in the following circumstances:

(a) <u>Difference in Profit portion calculated based on CPR and EPR</u>

The difference between the Profit portion calculated based on CPR and EPR shall be waived by the Bank by way of rebate (Ibra'); and

(b) <u>Cancellation of Facility by Applicant or Event of Default or Upon Demand by the Bank</u>

The Bank shall grant rebate (Ibra') on the Bank's Sale Price upon receipt of the Settlement Amount pursuant to:

(i) the Applicant exercising its right to cancel the Facility; or
(ii) the Bank exercising its right to terminate the Facility upon Event of Default; or
(iii) the Bank exercising its right to terminate the Facility upon demand.

The Settlement Amount and rebate (Ibra') shall be determined in accordance with Settlement Amount clause below.

(c) <u>Cancellation of Facility Pursuant to Expiry of Availability Period</u>

In the event the Facility is cancelled by the Bank pursuant to Availability Period clause above, the Profit of the Bank's Sale Price calculated on the undisbursed amount shall be waived by the Bank by way of rebate (Ibra').

The Applicant acknowledges that where accrued Profit is satisfied through utilisation of the available Approved Limit in accordance with Clause 5(c)(ii), the utilised amount shall be treated as part of the outstanding utilised amount under the Facility. As a result, the rebate (Ibra'), if applicable, may be lower than where the accrued Profit is paid directly from the Applicant's own funds. Such reduction in rebate (Ibra') reflects the actual utilisation and outstanding amount of the Facility and shall not be construed as a Compensation (Ta'widh).

12. Settlement and Facility Cancellation

(a) The Bank shall not issue any settlement letter, redemption statement, or similar document for the purpose of facilitating the consolidation, refinancing, restructuring, or transfer of the Facility to another loan or financing arrangement.

(b) The Bank will only accept requests from the Applicant for the cancellation of the Facility, subject to the full payment of the Settlement Amount (as defined hereinbelow at Clause 13) and compliance with the Bank's prevailing requirements and procedures.

13. Settlement Amount

(a) The Settlement Amount shall be the aggregate of:

(i) Outstanding Bank's Purchase Price; and
(ii) Profit based on EPR calculated up to the date the Settlement Amount is paid LESS Profit based on EPR which has been paid to the Bank; and
(iii) Compensation (Ta'widh) calculated up to the date the Settlement Amount is paid (if any); and
(iv) Other charges (if any).

(b) "**Outstanding Bank's Purchase Price**" shall mean the Bank's Purchase Price portion of the Bank's Sale Price which has not been paid to the Bank.

(c) The difference between:

(i) the Bank's Sale Price; and
(ii) the aggregate of (a) and (b) above and the portion of the Bank's Sale Price which has been paid to the Bank shall be waived by way of Ibra'.

14. Review and Renewal for Approved Limit

(a) The Facility is granted conditional upon the Applicant conducting his/her Facility Account with the Bank satisfactorily at all times. Notwithstanding the above, the Bank reserves the right in accordance with Shariah to review periodically and subsequently modify the Terms and Conditions.

(b) Subject to Shariah, in the event that there is breach of any Terms and Conditions and/or occurrence of any of Event of Default, the Bank shall have absolute right to cap the Facility for utilization, freeze the relevant account, set off the Applicant account with the Bank including but not limited to accelerate payment of the outstanding, due and payable Bank's Sale Price.

(c) During the Availability Period, the Bank at its absolute discretion may renew the Facility either on the same or amended terms including but not limited to reduction in the Facility limit, by issuing a notice to the Applicant. Unless the Applicant inform the Bank of his/her intention not to renew the Facility within such period as stated in the said notice, the Bank

shall proceed with renewing the Facility by way of the Applicant and the Bank entering into a new Tawarruq transaction in accordance with the Clause on Shariah Concept/Mode of Financing above.

(d) On each and every renewal, a new Availability Period shall take effect and all proceeds of the new or renewed Facility shall first be applied towards the payment of all amounts then outstanding and due to the Bank under the existing Facility without further notice or demand.

15. Compensation (Ta'widh)

(a) The Applicant hereby agrees to pay the Bank compensation (Ta'widh) on overdue Instalments and payments of any indebtedness or Bank's Sale Price at the following rates:-

(i) During the Availability Period: for default in payment during the Availability Period, the Compensation (Ta'widh) rate is calculated based on actual cost up to the rate of one per centum (1%) per annum or any other rates approved by Bank Negara Malaysia (BNM) on the outstanding amount in arrears from the due date (s) for payment of such installment(s) until the date when payment is received by the Bank;

(ii) If the Facility is recalled during Availability Period: for default in payment during the Availability Period where such default causes the entire Facility to be terminated or brought to court for judgment prior to maturity, the Compensation (Ta'widh) rate that shall be applied based on actual cost up to the rate of one per centum (1%) per annum approved by BNM on the outstanding Bank's Sale Price less Ibra' as may be applicable ("Outstanding Balance") from the date the entire Facility is terminated until the date the Outstanding Balance is received by the Bank or the judgment is obtained, whichever is earlier; and

(iii) After expiry of Availability Period: for default in payment beyond the Availability Period, the Compensation (Ta'widh) rate to be applied based on actual cost up to the BNM's prevailing daily overnight Islamic Interbank Money Market Rate (IIMM) or any other rates approved by BNM on the Outstanding Balance from the expiry of Availability Period until the date the outstanding Bank's Sale Price is received by the Bank in full, subject always to any rebate (Ibra'), wherever applicable.

(b) The Compensation (Ta'widh) amount shall not be compounded on the overdue instalment and/or outstanding balance, as the case may be.

(c) The accumulated compensation (Ta'widh) will not exceed 100% of the outstanding Bank's Purchase Price.

16. Representations And Warranties

By accepting this Terms and Conditions, the Applicant represent and warrant to the Bank that:

(a) the Applicant have the capacity to execute, deliver and perform the Terms and Conditions;

(b) the Applicant are not in default of any agreement (whether in relation to payment, performance or otherwise) to which the Applicant are a party or bound;

(c) there is no litigation, arbitration or dispute whether actual, pending or threatened against the Applicant;

(d) all financial statements and/or information presented by the Applicant to the Bank present a true and fair view of the Applicant financial position;

(e) there is no adverse change in the Applicant's financial condition which will materially affect his/her ability to perform his/her obligations under the Terms and Conditions;

(f) this Terms and Conditions constitute the Applicant valid and enforceable obligations and will not constitute an event of default or potential event of default under any of the Applicant agreements with a third party or contravene any law, regulation or order binding on the Applicant;

(g) all information provided by the Applicant to the Bank is true, accurate and complete and does not omit any material facts; and

(h) there are no bankruptcy or insolvency proceedings threatened or pending against the Applicant and the Applicant are not an undischarged bankrupt.

Each of the above representations and warranties will constitute continuing representations and warranties throughout the term of the Facility.

17. Events Of Default

The Applicant agrees that if any of the following events occur, the Bank will be entitled to declare by giving seven (7) days' written notice to the Applicant that (i) all amounts outstanding under the Facility have become immediately due and payable due to an acceleration of payment of the Bank's Sale Price ; and (ii) the Facility will be cancelled after which no further drawings will be permitted:

(a) the Applicant fail to pay any of the outstanding amount outstanding under the Facility on demand;

(b) the Applicant commit any breach or fail to observe or perform any covenant, undertaking or term in this Terms and Condition, or fail to comply with any notice given requiring the Applicant to remedy such breach;

(c) the Applicant commit a default of any provision of any agreement, or security documents, or both (as the case may be) relating to other accounts or loan/financing facilities granted by the Bank or other parties;

(d) a distress or execution is levied upon or issued against any of the Applicant property or assets and is not discharged within five (5) days from the date of commencement of such distress or execution;

(e) if any legal proceedings, suits or actions (civil or criminal) are commenced or threatened against the Applicant or if the Applicant:

(i) are or become bankrupt, wound-up, insolvent or commit any act of bankruptcy;

(ii) are ordered to serve a custodial sentence or die or become of unsound mind;

(iii) suspend payment of debts, or admit to or are deemed to be unable to pay any debts as they fall due;

(iv) propose to, or enter into any composition or other arrangement (voluntary or otherwise);

(v) are placed under judicial management or are the subject of an application for an order of judicial management; or

(vi) have a receiver and/or manager, administrator or similar officer appointed over any material part of the Applicant or its assets and/or business (as applicable);

(vii) have proceedings commenced against the Applicant in relation to any reconstruction or adjustment of debts under any law, regulation or procedure;

(viii) have breached the terms of any court order or judgment or have entered into or propose to enter into any voluntary arrangement with the Applicant or its respective creditors;

(ix) apply to Court or any other authority to restrain the Bank or other creditors from enforcing any of their rights or securities contained in any guarantee or security document;

(f) if the Applicant are affected by a material change in his/her financial condition which is likely to prejudice the Applicant ability to fulfill his/her obligations under this Terms and Conditions;

(g) if an order is made for compulsory acquisition or requisition of the Applicant assets or any material part of them;

(h) if the Applicant fail to operate any account with the Bank in a satisfactory manner;

(i) if any declaration, representation or warranty made or implied to the Bank is incorrect or misleading as of the date on which it is was made;

(j) if the Applicant have furnished untrue or misleading financial statements and/or other data to the Bank;

(k) if the Applicant do not provide any additional information or supporting documents in respect of the Applicant when requested by the Bank;

(l) if any other event occurs which could or might adversely affect or prejudice the Applicant ability or willingness to comply with any of the Applicant obligations under this Terms and Conditions;

(m) if an event or series of events occurs (whether within or outside of Malaysia and whether of a national or international nature) including but not limited to any act of violence, terrorism, hostility, war, emergency, rebellion, revolution, insurrection, usurpation, endemic or epidemic or other calamity which in the Bank's opinion:

(i) could or might affect the Applicant ability or willingness to fully comply with all or any of the Applicant obligations under this Terms and Conditions or make it improbable that the Applicant would be able to do so; or

(ii) would render it inadvisable or impractical for the Bank to make or continue to make the Facility available or allow any use of the Facility; or

(iii) could or might jeopardise the Facility;

(n) if due to the enactment of or change in any applicable law, regulation, regulatory requirement (whether or not having the force of law), or in the interpretation or application of the same, the Bank is of the reasonable opinion that it has or will become unlawful for the Bank to perform any of its obligations under this Terms and Conditions, or that the Bank would be prohibited or prevented from doing so;

(o) if the Applicant breach any laws, regulations, orders, ordinance or by-laws and requirements of any competent authority; or

(p) if the Applicant are or become subject to any Sanctions (as defined below).

"**Sanctions**" mean any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by (i) the Government of the United States of America, (ii) the United Nations, (iii) the European Union, (iv) the United Kingdom, (v) the Government of Malaysia, or (vi) the respective governmental institutions and agencies of any such countries including but not limited to the United Nations Security Council, the Office of Foreign Assets Control of the Department of the Treasury of the United States of America ("**OFAC**"), the Department of State of the United States of America, Bank Negara Malaysia and Her Majesty's Treasury.

18. Fees, Charges, Costs, Expenses and Change Of Rate

(a) The Applicant must pay all fees, charges, costs and expenses on the Facility (including legal fees on a solicitor client basis, if any) which are charged to the Facility Account when incurred in connection with the Facility. All fees, charges, costs and expenses are non-refundable and may be revised or updated by the Bank from time to time. The Bank will give the Applicant prior written notice of the same.

(b) The Applicant irrevocably authorizes the Bank to deduct and debit the applicable stamp duty payable in respect of the Facility from the Applicant's CIMB Current Account-i. Where the balance available in the Applicant's CIMB Current Account-i is insufficient to fully pay the applicable stamp duty, the Bank shall be entitled to utilize the Approved Limit for the payment of such shortfall.

(c) Notwithstanding any provision herein, the Bank shall be entitled to recover from the Customer any stamp duty, additional stamp duty, charges, or other amounts imposed or assessed by LHDN and/or any competent authority in connection with the Facility, including any revisions, reassessments, or changes made after the Facility has been granted and/or disbursed.

(d) The Effective Profit Rate and any other rate may be revised by the Bank from time to time after giving the Applicant at least twenty-one (21) days' written notice and will take effect on the date specified in the notice.

19. Notice and Communications

(a) Any notice required to be given to the Bank (i) must be in writing; (ii) signed by the Applicant; and (iii) effective only on receipt by the Bank, as evidenced by an acknowledgment of the Bank.

(b) Notices, demands and other communications to the Applicant will be sent to the Applicant’s mobile telephone number and/ or address maintained in the Bank's records and deemed to have been received and served on the Applicant:

(i) if delivered personally, at the time of delivery or dispatch;

(ii) if sent by post, on the seventh (7th) day after posting (which may also be by way of insertion into any statement of accounts);

(iii) if sent by courier, immediately on acknowledgment on the courier consignment notice;

(iv) if sent by any form of instantaneous communication (including e-mail, SMS, voice recording), immediately; or

(v) if published on the Bank's website or any of the Bank's branches, on the day of publication.

(c) The Applicant must ensure that any notices sent to the Applicant via any of the modes stated above are not read or accessed by any third party. The Bank will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.

(d) The Applicant must notify the Bank promptly in writing of any change to his/her (i) correspondence postal address; and/or (ii) mobile telephone number(s); and/or (iii) e-mail address(es); and/or (iv) any of his/her other particulars recorded with the Bank particularly via channels allowed by the Bank, to ensure that all correspondence and/or communications reach the Applicant in a timely manner.

(e) Any notice that the Bank gives, including any notice of demand for monies financed or advanced by the Bank to the Applicant may be signed on the Bank's behalf by a director, general manager, manager, assistant manager, officer or by any solicitor of a firm of solicitors acting on the Bank's behalf. If the notice is computer-generated, it need not be signed.

20. Payment

(a) All payments by the Applicant in respect of the Facility must be made without set-off, counterclaim, deduction or withholdings. If there is any deduction or withholding, the Applicant must immediately pay to the Bank an additional amount so that the net amount received by the Bank will be equal to the full amount the Bank should have received without such deduction or withholding.

(b) If such amount is not received in full of such deduction or withholding, the Applicant expressly authorize the Bank to debit such outstanding amounts from his/her CIMB Current Account-i.

21. Disclosure

(a) The Applicant hereby agrees, consents to and authorises the Bank to disclose any information relating to the Applicant, the Applicant’s affairs and/or any accounts maintained by the Applicant with the Bank to:

(i) its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;

(ii) the entities within the corporate group of CIMB Group Holdings Berhad, the Bank’s ultimate holding company (“Group Companies”) whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia,for facilitating the business, operations, provision of the Facility and performance of the contract, services of or granted or provided by the Bank and/or the Group Companies to their customers, as well as to:

- any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes

of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;

- any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the Applicant has requested and/or given to the Bank;

- any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the Facility; and

- such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The Applicant agrees that the consent given above cannot be withdrawn where such disclosure of the Applicant's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Applicant to comply with contractual requirements or to comply with any legal requirements.

(b) Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling purposes of the Bank and/or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Applicant.** The Bank may also disclose the Applicant's information such as name and contact details (excluding the Applicant's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the consent from the Applicant has been obtained.

(c) However, the Applicant may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting the Bank at the following address, telephone number or e-mail address (which may be changed by the Bank from time to time by notice to the Applicant): Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel:+603 6204 7788 / e-mail: contactus@cimb.com.

(d) The Applicant hereby agrees and expressly authorises and invites the Bank's employees, independent contractor, representatives and/or agents to contact the Applicant from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.

(e) In addition to the Bank's rights under Clause 21(d), the Bank is authorised to contact and/or notify the Applicant by post and/or e-mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other reasonable mode of communication selected by the Bank based on existing mailing address(es), e-mail address(es), telephone number(s) and/or any other contact particulars of the Applicant deposited or recorded with the Bank. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the Facility and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any other party held jointly or in conjunction with the Bank.

22. Privacy Clause

(a) The Applicant hereby confirms that the Applicant has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my) and

the clauses herein, as may relate to the processing of the Applicant's personal information. For the avoidance of doubt, the Applicant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into the Terms and Conditions.

(b) If the Applicant provides personal and financial information relating to third parties, including information relating to the Applicant's next-of-kin and dependents, for the purpose of opening or operating the Applicant's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Applicant (a) confirms that the Applicant has obtained their consent or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Terms and Conditions; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate the Facility if such consent be withdrawn by any of the said third parties.

(c) Where the Applicant 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 the Applicant's behalf, the Applicant agrees to the above said disclosures on behalf of the Applicant and others involved in the said cross-border transaction.

(d) The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to 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 Applicant's status as may be required to help make decisions, for example when the Bank needs 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 Applicant's portfolio(s); (c) recover debts; and/or (d) any purpose related to or in connection with the account/facility under this Terms and Conditions. The Applicant will be linked by credit reporting/reference agencies to any other names the Applicant uses or have used, and any joint and several applicants. The Bank may also share information about the Applicant and how the Applicant manages the Applicant's account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose the Applicant's credit information to its subscribers for purposes of fraud detection and fraud prevention.

(e) Even after the Applicant has provided the Bank with any information, the Applicant will have the option to withdraw the consent given earlier, except where such disclosure of the Applicant's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Applicant to comply with contractual requirements or to comply with any legal requirements.

(f) For the purposes of this clause, 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.

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

23. Statement By Bank

Any certificate or statement of account as to the amount due to the Bank which is signed by an officer of the Bank or contained in a document produced by a computer in the ordinary course of its use, will (in the absence of fraud or manifest error), be conclusive evidence that such amount is in fact due and payable.

24. Security For Present and Future Indebtedness

The Applicant obligations in respect of the Facility will not be satisfied or discharged or released except on payment of not only all monies secured under this Terms and Conditions but also all monies owing or payable or due from the Applicant to the Bank.

25. Right To Set-Off

(a) The Bank may, without prejudice to any other remedies, at any time and from time to time:

(i) withhold, combine, consolidate or merge the credit balances in any account (whether investment, current, deposit or of other nature and whether in Ringgit Malaysia or other currency) ("**Aggregate Credit Balance**") held by the Applicant at any of the Bank's branches. If any credit balance is in a currency other than Ringgit, the Bank may withhold an amount in that currency which is a reasonable estimate of the equivalent in Ringgit based on its spot rate of exchange on that day to facilitate the withholding, combination, consolidation and merger of such credit balances; and

(ii) give the Applicant at least seven (7) calendar days' written notice and thereafter debit, transfer and/or set-off the Aggregate Credit Balance against the outstanding amount under the Facility. If any part of the Aggregate Credit Balance is denominated in a currency other than Ringgit, the Bank will convert that credit balance into Ringgit at its spot rate of exchange on that day.

(b) If there is any shortfall after such transfer and/or set-off, the Applicant remain liable to pay the Bank such shortfall amount.

26. Compliance with Shariah Principles

The Applicant must utilise the Facility for activities that are in line with Shariah principles. The Bank is entitled to assume that the Applicant(s) utilisation of the Facility is in line with such principles and is not responsible to monitor such utilisation.

27. Compliance With Laws/Regulatory Requirements/Islamic Financial Services Act 2013

(a) The Facility is made available to monitor on condition that the grant or continued grant of the same will not directly or indirectly breach of any prevailing laws, by-laws or regulatory requirements, directives or orders issued by BNM and/or any other body having authority or jurisdiction over the Bank or as amended from time to time (the "**Applicable Laws and Regulations**") which includes: the Islamic Financial Services Act 2013, Guidelines on Credit Transactions and Exposures to Connected Parties and all other guidelines and directives issued by BNM; any financing limits or restrictions that may be imposed on the Bank from time to time by BNM or any other governmental and/or regulatory authority; and the Anti-Money Laundering, Anti-Terrorism Financing And Proceeds of Unlawful Activities Act, 2001.

(b) The Applicant must notify the Bank immediately in writing if the Applicant become aware of any breach or non-compliance of any of the Applicable Laws and Regulations or this Terms and Conditions.

(c) The Applicant represents and warrants that the information given by the Applicant in the Applicant's application for this Facility are true, accurate and complete.

28. Dishonored Cheques

The Applicant's CIMB Current Account-i may be closed or suspended by the Bank if three (3) cheques are returned due to insufficient funds within a 12-month period from the date of the first cheque return, or the Applicant's account is not conducted satisfactorily. In such a case, the Bank reserves the right to immediately terminate and/or cancel the Facility. The Applicant will remain liable to pay the Bank any amounts outstanding under the Facility.

29. Interchange Or Substitution of Facility

The Bank may upon reviewing the Facility, after giving the Applicant twenty-one (21) days' prior notice, grant further facilities, or vary, interchange or substitute the Facility or any part of it with other banking facilities to the Applicant (including interchanging or converting the Facility with or to a term financing or changing the underlying Shariah contract). To facilitate such variation, interchange or substitution, the Bank retains the right to allocate a new account number, and to transfer and/or consolidate the Applicant's existing accounts with the Bank to a new account.

30. Modification And Indulgence

The Bank may, without affecting the rights, powers and remedies conferred upon the Bank under this Terms and Conditions:

(a) vary the terms and/or conditions of this Terms and Conditions with at least twenty-one (21) days' prior notice to the Applicant for operational expediency, due to a change in any laws and regulations or any other reason; or

(b) ending the Facility with at least fourteen (14) days' prior written notice to the Applicant; or

(c) grant to the Applicant any indulgence.

Any failure, delay or omission on the part of the Bank to exercise any right or power under this Terms and Conditions upon any default on the Applicant's part will not (i) impair any such right or power, or (ii) be construed as a waiver or any acquiescence in such default. Further, any action or any acquiescence by the Bank in respect of any default will not affect or impair any of the Bank's rights or powers in respect of any other or subsequent default.

31. Independent Payment Obligations

The Applicant expressly agrees and declares that each of his/her obligations to pay or to make payment under any of the provisions of this Terms and Conditions constitute separate and independent obligations and:

(a) will give rise to separate and independent causes of action;
(b) will apply irrespective of any waiver or indulgence granted by the Bank in respect of any other obligation;
(c) will remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of some other obligation; and
(d) may be relied upon and enforced by the Bank independently of or simultaneously with or without having to:

(i) commence any other action under such obligations; or
(ii) exhaust any remedy; or
(iii) set-off, sell or dispose of any assets, or any other property or undertaking which may be provided as security to the Bank from time to time.

32. Indemnity

(a) The Applicant must indemnify the Bank against any losses, damages and expenses (including but not limited to all legal costs incurred by the Bank on a solicitor client basis) which the Bank may sustain as a consequence of (i) any default in the payment of any amounts payable under the Facility or this Terms and Conditions, or (ii) the Applicant failure to observe any of the terms, stipulations, agreements and provisions in this Terms and Conditions. Such losses, damages and expenses will include but are not limited to such amount as the Bank may certify (such certification being accompanied by the basis and calculation of such amount will be conclusive and binding upon the Applicant save for any manifest error).

(b) The Applicant obligation to indemnify the Bank for all losses, damages and expenses, under this clause will not apply to the extend they arise from and are caused directly by the Bank's gross negligence or willful default.

33. Expenditure Incurred by The Bank for and on The Applicant's Behalf

All moneys expended by the Bank from time to time for and on the Applicant behalf under the Facility will be charged to the Facility Account. Such money shall form part of all monies owing or payable or due from the Applicant to the Bank.

34. Right To Outsource Debt Collection and Visit

(a) If any money is due and payable under the Facility, the Bank may appoint an external debt collection agency and will give the Applicant at least seven (7) calendar days' prior notice of such appointment.

(b) If any money is due and payable under the Facility, the Applicant agrees that the Bank may visit the Applicant at his/her workplace if the Applicant do not respond to other means of communication by the Bank and cannot be contacted at any other location.

35. Assignment And Transfer

(a) The Applicant may not assign or transfer any of his/her rights, benefits and/or obligations under this Terms and Conditions to any person without the Bank's prior written consent.

(b) The Bank may, with prior written notice to the Applicant, assign its rights, benefits and/or obligations under this Terms and Conditions without the Applicant consent provided such assignment or transfer does not materially and adversely affect the Applicant (i) rights under this Terms and Conditions or (ii) the Facility.

36. Severability

Any provision of this Terms and Conditions that is or becomes invalid, void, illegal or unenforceable will only be ineffective to the extent necessary and will not affect or impair the validity, legality and/or enforceability of the remaining provisions of this Terms and Conditions. The Applicant agrees, upon

request by the Bank, to a substitution of any such invalid, void, illegal or unenforceable provision with a valid provision which has as far as possible the same effect.

37. Successors Bound

This Terms and Conditions will be binding upon (i) the Applicant and/or the security provider's heirs, personal representatives, permitted assigns and successors-in-title, and (ii) the Bank's successors-in-title and assigns.

38. Time

Time will be of the essence of this Terms and Conditions.

39. Governing Law

This Terms and Conditions will be governed by the laws of Malaysia. The parties to this Terms and Conditions agree to submit to the exclusive jurisdiction of the Malaysian Courts

40. Anti-Bribery and Corruption

(a) The Applicant undertakes that he/she shall not engage in any form of corruption, bribery or the giving or receiving of any benefit, gratification, gift, commission, financial advantage or advantage/consideration of any kind as an inducement or reward for doing or forbearance from doing any act howsoever related or intending to improperly influence decision making in relation to the Facility or other products or services from the Bank or any other third party. A breach of this clause may be considered by the Bank to be a material breach and the Bank may, in its discretion, terminate the Facility or other product or services or contract from the Bank without prejudice to any remedies available to it.

(b) The Applicant acknowledges that the Bank is under a statutory obligation to report any offer or giving of benefit, gratification, gift, commission or consideration to the relevant regulatory authorities. The Applicant shall therefore promptly and in good faith report to the Bank in the event that any of the Bank's personnel, officer(s) or director(s):- (i) request(s) or demand(s) for or attempt(s) to request or demand for; and/or (ii) receive(s), take(s) or extort(s) or attempts to receive or take or extort any benefit, gratification, gift, commission, financial advantage or advantage/ consideration of any kind as an inducement or reward for doing or forbearance from doing any act howsoever related or intending to improperly influence any decision to be made by the Bank whether in connection with this Facility, other products, services or contract from the Bank.

(c) All reporting by the Applicant pursuant to Clause 40 (a) above may be made in accordance with CIMB's Whistle Blowing Policy as set out in https://www.cimb.com/en/who-we-are/overview/corporate-governance/code-of-conduct/whistle-blowing.html

(d) The Applicant to respond promptly to the Bank's enquiries and shall co-operate and provide reasonable assistance during any investigation or audit by the Bank relating to any allegations of bribery or corruption

41. Complaint

For any complaint relating to this Terms and Conditions and/or the Facility, the Applicant may contact the Bank's Customer Resolution Unit at the following address, e-mail address and telephone numbers (or such other address, e-mail address and telephone numbers notified to the Applicant):-

Customer Resolution Unit
P.O. Box 10338
GPO Kuala Lumpur
50710 Wilayah Persekutuan
Tel : +603 6204 7788
E-mail : contactus@cimb.com

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