

**MEMORANDUM OF DEPOSIT  
OF FIXED DEPOSIT RECEIPT(S)**

CIMB Bank Berhad (Company No. 13491 - P)

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1. In consideration of you granting, and continuing to grant credit or banking facilities as described in Item 1 of the Schedule (the “**Facility**”) to the party whose name and description are specified in Item 2 of the Schedule (the “**Borrower**”), I/we charge to you all monies standing to the credit of the Fixed Deposits (defined below) as a continuing security for the Facility.

“**Fixed Deposits**” means all fixed deposit accounts in my/our names referred to in Item 3 of the Schedule or those which may in future be placed with you, including any renewed and/or substituted fixed deposits as well as other monies placed in fixed deposit accounts not mentioned in Item 3 of the Schedule but which are charged or intended to be charged to you by way of any other means or documents.

2. I/We agree that for so long as this security continues and the Facility remains outstanding and unless I/we have obtained your prior written consent, I/we will not:

- (i) sell, transfer, assign, charge, encumber, pledge or otherwise deal in or part with all and/or any part of the Fixed Deposits in any way; and
- (ii) withdraw the whole or any part of the Fixed Deposits or any of the interest accruing under such Fixed Deposits.

3. I/We confirm that you may renew the charged Fixed Deposits as instructed at the time of placement of the Fixed Deposits. If no such instructions were given, I/we agree that you may:

- (i) renew the Fixed Deposits together with interest for the same period as the pledged/charged Fixed Deposits;
- (ii) retain the pledge and/or charge on the renewed Fixed Deposits; and
- (iii) prohibit the withdrawal of any monies under the said Fixed Deposits.

4. I/We agree, for so long as this security continues, to do all acts and things (including executing or signing any notices, endorsements and documents) as may be reasonably required by you in connection with the Fixed Deposits or your security under this Memorandum of Deposit.

5. I/We irrevocably agree that you may, with at least 7 days’ prior written notice to me/us, and without first having to:

- (i) have recourse to any other security or guarantee for payment of the outstanding balance of the Facility; or
- (ii) take any steps or proceedings against the Borrower,

uplift and/or withdraw any or all of the Fixed Deposits and/or apply, transfer or set-off the proceeds of the Fixed Deposits (whether principal or interest and whether in full or in part) towards payment or satisfaction of all or part of the outstanding balance of the Facility. If any Fixed Deposit is in a currency other than Ringgit, you may convert the credit balance in that Fixed Deposit into Ringgit at your spot rate of exchange on that day.

6. I/We agree that you will not be liable for any loss caused to me/us by reason of the exercise of your rights including (without limitation) any loss of interest, except to the extent that such loss is solely attributable to your gross negligence or wilful default.
7. I/We also agree that if there is a failure or a delay on your part to exercise or enforce any of your rights in this Memorandum of Deposit, it will not act as a waiver of your rights nor will it prejudice or affect your rights in any way to act in accordance with your rights and powers in this Memorandum of Deposit.
8. If any term or condition of this Memorandum of Deposit is or becomes illegal, invalid, void, prohibited or unenforceable under any law, the same will be regarded as ineffective only to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without affecting the remaining terms and conditions of this Memorandum of Deposit.
9. I/We agree that any statement signed by your officers as to the amount outstanding on the Facility will (except in the case of fraud or manifest error) be final and conclusive evidence for all purposes.
10. This Memorandum of Deposit will:
  - (i) enure for the benefit of your assignees and successors in title and any person to whom you may transfer or novate any rights, title, interests and obligations under this Memorandum of Deposit; and
  - (ii) be binding upon my/our estate(s), personal representative(s) and successor(s) in title (as applicable).
11. Notices
  - (i) Any notice required to be given to you (i) must be in writing; (ii) signed by me/us; and (iii) will be effective only on receipt by, and evidenced by your acknowledgment; or where applicable, are given via channels permitted by you.
  - (ii) Notices and other communication to me/us will be via any of the following modes and will be deemed to have been served on me/us accordingly:
    - (a) if sent by post, on the seventh (7th) day after posting; or
    - (b) if delivered personally, at the time of delivery or despatch; or
    - (c) if by courier, immediately on acknowledgment on the courier consignment note; or
    - (d) if by any forms of instantaneous communication (including e-mail, short message service (sms) and voice recording), immediately; or

- (e) if by publication on your website or at any of your branches, on the day of publication.
  - (iii) It will be my/our responsibility to ensure that notices sent to me/us via any of the modes stated above are not read or accessed by any third party. You 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.
  - (iv) The service of any legal process may be effected by personal delivery or by registered post or ordinary post sent to me/us to the last address maintained in your records. Such legal process will be deemed to have been duly served after the expiration of five (5) days from the date it is posted or if delivered by hand, on the day it is delivered.
  - (v) Any notice given to me/us by you may be signed by a director, manager, assistant manager, officer or any solicitor purporting to act on your behalf. If the notice is computer generated, then no signature will be required.
12. Change in Address and Personal Particulars
- (i) I/We understand that actual notice must be given to you of any change in address in order for such change of address to be effective and binding on you.
  - (ii) In addition, if there is any change to my/our (i) telephone number(s); (ii) e-mail address(es); and/or (iii) other particulars recorded with you (collectively "**Personal Particulars**"), I/we must notify you promptly to ensure that all correspondence and/or communications reach me/us in a timely manner.
13. I/We expressly agree (i) that this Memorandum of Deposit will be governed by the laws of Malaysia and (ii) to submit to the exclusive jurisdiction of the courts of Malaysia.
14. Time will be of the essence of this Memorandum of Deposit.
15. It is hereby agreed and declared that this Memorandum of Deposit, and the other security documents are instruments in one transaction to secure the Facility. For the purpose of Section 4(3) of the Stamp Act 1949, the Facility Agreement or Letter of Offer is deemed to be the primary or principal instrument whilst this Memorandum of Deposit and the other security documents are deemed to be auxiliary or secondary instruments.

*[THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY]*

**SCHEDULE**

| ITEM | PARTICULARS   |   |
|------|---------------|---|
| 1.   | FACILITY      | Type of Facility:<br>Facility Amount:<br>Facility Account No:     |
| 2.   | BORROWER      | Name:<br>NRIC/Passport No:<br>Address:                            |
| 3.   | FIXED DEPOSIT | Name of Depositor:<br>NRIC/Passport No:<br>Account No:<br>Amount: |

SIGNED by )  
(NRIC/Passport No. ) )  
in the presence of: )

SIGNED by )  
(NRIC/Passport No. ) )  
in the presence of: )

The common-seal of )  
was hereto affixed ) )  
in the presence of: )

.....  
DIRECTOR  
Name:  
NRIC/Passport No.

.....  
DIRECTOR/SECRETARY  
Name:  
NRIC/Passport No.