

The Customer (as particularised in Part 1 of this Form) applies for the Facility and on approval, agrees to be bound by these Terms and variation thereof or addition thereto as the Bank may prescribe from time to time :-

1. Stamp duty of 0.5% of the Facility amount (or such amount as may be prescribed at law) and all other amounts payable by the Customer to the Bank under the Facility. The stamp duty shall be deducted from the Facility. The approval of the application is conditional upon the execution, delivery and perfection of the documents required by the Bank. The Bank may refuse the application for the Facility without assigning any reason therefore.
2. The Customer warrants to the Bank that he (reference to masculine gender in this Form includes all genders and his successor(s)-in-title, heirs and personal representatives) is not an undischarged bankrupt nor is there any bankruptcy or winding-up proceedings, legal suits or other actions, current or pending against the Customer which will affect the Customer's liability to meet his obligations under these Terms. The warranties and undertaking shall continue to be good and be in effect so long as money or liability under this Form remains outstanding and owing by the Customer.
3. The Facility, once approved, will be credited into the account indicated by the Customer in Part 8 of this Form. Service Fee of RM2.00 per Inter-Bank Giro or such other amount as may be specified by the Bank is to be borne by the Customer and shall be deducted from the Facility. The Customer acknowledges that the acceptance of this application by the Bank is complete upon the Bank crediting its approved Facility into the account indicated by the Customer herein notwithstanding that the Facility remains unused in the said account. Any difference in the Facility amount applied for and as finally approved shall not affect the validity of the Terms and the Customer shall be deemed to have accepted the financing for the amount as approved by the Bank. Reference to Facility herein shall be construed as referring to the Facility approved for the amount applied for or to the Facility approved for a different amount (as the case may be). Repayment of the Facility and the Interest ("Installment") shall be made by the Customer in the amount and by the number of monthly installments as stated herein and in the Facility Advice. Interest on the Facility shall be at the rate stated in the Facility Advice ("Prescribed Rate") and calculated in accordance with the formula also stated in the Facility Advice. The Facility Advice is to be read together with and shall form part of this Form. The former prevails in the event of inconsistency.
4. The Installment shall be payable on the same date as the date of full disbursement of the Facility and shall commence on the following calendar month after the full disbursement or on such other date as shall be fixed from time to time by the Bank. The Customer hereby irrevocably authorises the Bank to deduct Installments due for payment of the Facility upon such terms relating to the standing instructions prescribed by the Bank from time to time. At the end of every twelve (12) months of the Tenure referred to in Part 7 of this Form, the Customer is entitled to a cash back equivalent to 1% of the Facility amount if the Customer pays promptly each Installment due during the relevant twelve (12) months period. The first twelve (12) months period will be calculated from the date the first (1st) Installment is due to be paid to the Bank and the subsequent twelve (12) months period will be calculated from the anniversary date of the first (1st) Installment due.
5. If Customer fails to pay any Installment when due, or the sum owing under the Facility when demanded, a default interest of 1% per annum will be levied on the Installment unpaid or the sum owing from the due date to the date of actual payment in full. Interest on any principal amount outstanding including capitalized interest shall at the end of each calendar month be capitalized and added to the principal sum owing and shall thenceforth bear interest at the Prescribed Rate and be payable accordingly.
6. The Bank has the unqualified and absolute right to require repayment of the Facility and you shall pay ON DEMAND all sums owing now or at any time hereafter be owing under the Facility. In addition, the Bank shall be entitled at its absolute discretion to withdraw or terminate the Facility and demand at any time, the repayment of all sums of money owing under this Form or vary or amend the Facility on such terms as may the Bank in its absolute discretion determine. In the event the Bank shall demand repayment of the Facility, the Customer shall be liable to pay default interest on the amount outstanding and unpaid after demand for repayment at such interest rate as shall be imposed by the Bank at its absolute discretion. Default interest shall accrue from day to day (after judgment or court order as well as before) and remaining unpaid, shall be debited to the account of the Customer at the end of every calendar month and be liable thereupon to interest at the default interest as therein provided.
7. Early settlement of the whole (but not part) of the Facility is allowed at any time Provided Always that in the event the Customer shall make such early settlement, the Customer shall pay to the Bank a penalty charge of RM200-00 or 2.5% of the amount outstanding, whichever is the higher as compensation for the preferential rate offered to the Customer. The amount pre-paid towards early settlement of the Facility shall not thereafter be available for redrawing.
8. The Facility is subject to it not becoming unlawful, inadvisable or impracticable for the Bank to comply with its obligations herein or to continue to make available the Facility and the availability of the Facility is subject to there not having occurred any of the following Events of Default:-
 - (a) Customer fails or defaults in the payment of the Installment and any sum of money payable under this Form, whether formally demanded or not;
 - (b) Customer commits or threaten to commit a default or breach of any covenants stipulations terms or conditions contained in this Form;
 - (c) any declaration, representation or warranty of the Customer made in this Form proves to have been untrue or incorrect as of the date at which it was made or deemed to have been made;
 - (d) the Customer committing any act of bankruptcy or becoming bankrupt or entering into any composition or arrangement with or for the benefit of the creditors of the Customer or allowing any judgment against the Customer to remain unsatisfied for a period of seven (7) days from the relevant date thereof;
 - (e) this Form is or becomes invalid or unenforceable;

- (f) any indebtedness (other than the indebtedness of the Customer hereunder) of the Customer to the Bank or to other bank or financial institution shall by reason of default on the part of the Customer becomes due or capable of being declared due prior to its stated maturity;
 - (g) the Customer shall have furnished false information or data to the Bank;
 - (h) in the absolute opinion of the Bank, the Customer's account with the Bank (including any other accounts and/or loan accounts the Customer may have with the Bank) is or has not been operated satisfactorily;
 - (i) an event or events has or have occurred or a situation exists which could or might in the absolute opinion of the Bank prejudice the ability of the Customer to perform its obligations under this Form;
 - (j) the Customer shall become insane or die;
 - (k) the standing instructions referred to in the Facility Advice is terminated and/or the Customer's current or savings account with the Bank and referred to in the Facility Advice for which a standing instructions is given is closed on any reason whatsoever; wherein the Facility or any part thereof will be suspended, withdrawn or terminated and/or the principal sum and outstanding interest and all other moneys payable to the Bank under the Facility and this Form, including a sum of RM200-00 or 2.5% of the amount outstanding under the Facility, whichever is higher, where Clause 8(k) applies, shall become payable.
9. The Bank shall be entitled at any time at its absolute discretion and without notice to the Customer combine or consolidate all or any of his accounts including accounts jointly with others (of any nature whatsoever whether subject to notice or not) wheresoever situate with any liabilities and obligations owed or incurred by the Customer to the Bank and set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of money obligations and liabilities due and payable to the Bank.
10. Customer gives the Bank his express and irrevocable consent to disclose and forward information on him (including his accounts and future accounts with the Bank) and the Facility and all matters relating thereto to any person, body, authority, credit bureau, insurer and/or agency as the Bank deems proper including but not limited to any debt collection agency appointed by the Bank to collect all sums owing under this Form. However, Customer has an option to 'opt-out' from this obligation by notifying the Bank to that effect in writing prior to acceptance of these terms & conditions.
11. All stamp duty, solicitors' fee (on a solicitor and client basis) and costs incurred or expanded by the Bank in relation to or incidental to the provision of this Facility and/or the Bank's enforcement of its rights under the Facility shall be payable by the Customer and may, at the Bank's discretion, be debited to the Customer's account(s) with the Bank. Such moneys incurred or expended by the Bank shall bear interest at the Prescribed Rate from the date of payment and be payable by the Customer upon the same being debited to the Customer's account or upon request, whichever is the earlier. In the event the Bank intended to vary any charges or fees, Customer will be given 7 days prior notice thereof.
12. Any notice or demand shall be in writing and may be served on the Bank by registered post to the Bank's registered address for the time being and on the Customer by ordinary post to the Customer's mailing address specified in this Form or the Customer's last known address in the Bank's records. Any notice in writing issued by the Bank may be computer generated in which case it need not bear any signature or may contain a printed or facsimile signature. The service of any legal process on the Customer may be given by ordinary post sent to the Customer's mailing address stated in this Form or the Customer's last known address in the Bank's records and the service of such notice, demand and legal process shall be deemed properly and effectively served three (3) days after the date of posting notwithstanding that the notice, demand or legal process may be returned through the post office undelivered or the Customer may be deceased (unless and until receipt by the Bank of notice in writing from the personal representative(s) of the Grant of Probate or Letters of Administration of the estate of the deceased Customer). No change in the Customer's address stated in this Form shall be effective or binding on the Bank unless the Bank has actual notice of the change of address.
13. The Bank is entitled, at its sole and absolute discretion, with or without notice and at any time, vary and/or amend the Terms herein, vary, increase or decrease the Prescribed Rate, Facility and/or interest and/or vary the time, amount and/or number of Installments and such variation shall be read and construed as if such variation had been incorporated in and formed part of this Form at the date of execution hereof provided that the Bank provides sufficient notice thereof. If any, the communication of such variation may be made in any of the following manner:-
- (a) by posting a notice in the Bank's premises stating such change;
 - (b) by way of a single publication in one or more newspapers of the Bank's choice of such change;
 - (c) by posting an insertion in the Bank's statement of account of such change; or
 - (d) by posting a notice of such change and its effective date of change to the Customer by way of ordinary and/or registered post and shall be deemed communicated to the Customer:-
 - (i) on the date of posting of the notice in the Bank's premises if communication is made by the Bank in accordance with Clause 13(a) hereof;
 - (ii) on the date of first publication in any newspapers of the Bank's choice if communication is made by the Bank in accordance with Clause 13 (b) hereof;

- (iii) three (3) days after the date of posting of the Bank's statement of account to the Customer by ordinary post if communication is made by the Bank in accordance with Clause 13 (c) hereof; or
 - (iv) three (3) days after the date of posting of the notice to the Customer by ordinary and/or registered post if communication is made by the Bank in accordance with Clause 13(d) hereof.
- 14. The Customer shall verify all statement of accounts sent to the Customer by the Bank and revert to the Bank within seven (7) days of the date of such statement in the event of any discrepancy in such statement failing which such accounts shall be deemed to be conclusive and binding against the Customer. Any certificate, notice or demand signed on behalf of the Bank by any officer of the Bank or any solicitor or firm of solicitor purporting to act on behalf of the Bank or any computer generated notices issued by the Bank which do not require the signatures shall be conclusive evidence against the Customer of the amount owing from the Customer to the Bank and of all matters stated therein for all purposes whatsoever including for purposes of legal proceedings, save for manifest error. Statements will be sent to Customer annually.
- 15. The Bank is under no obligation to verify that the account information indicated by the Customer at Part 7 of this Form is correct. The Bank shall not be liable to the Customer in any manner whatsoever and under any circumstances whatsoever for paying into the account indicated by the Customer on this Form when such information provided by the Customer is wrong. 16. The Bank but not the Customer shall have the right to assign its rights and liabilities under the Facility. Time wherever mentioned herein for the Customer's performance of the Terms shall be of the essence. Time provided for at law for recovery of all sums due herein to the Bank shall not run as against the Bank until a demand in writing for payment of the same has been made against the Customer. The offer and availability of the Facility is conditional upon there being compliance of the laws in relation thereto and Section 62 of the Banking and Financial Institutions Act, 1989. In the event Section 62 of BAFIA is not complied with now or in the future, the Bank reserves the right to forthwith terminate and recall the Facility.
- 17. Any term herein which is illegal void prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality voidness prohibition or unenforceability without invalidating the remaining provisions thereof. No failure, omission or delay on the Bank in exercising any right, power, privilege or remedy accruing to the Bank under this Form shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default, nor shall any action by the Bank in respect of any default or any acquiescence in any default affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. This Form is governed by Malaysian law.