

LETTER OF OFFER

Bank Ref. No. :

Date :

To Borrower : _____

Dear Sir/Madam,

RE : APPLICATION FOR OVERDRAFT FACILITY

We are pleased to offer you an **Overdraft** Facility ("**Facility**") subject to the following terms and conditions:-

1. Principal Limit

Ringgit Malaysia (RM) _____ only. Excess or overdrawn is strictly prohibited.

2. Purpose

For personal consumption / personal investment use.

3. Repayment

All outstanding sums of the Facility (whether principal, interest or any other monies owing to the Bank) shall be repayable at any time forthwith on demand.

4. Duration

- a) The Facility is subject to periodic review. Nothing in this letter of offer shall 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) Without prejudice to our right to demand repayment as set out in Clause 3 above and notwithstanding anything to the contrary contained in this Letter of Offer, the Bank reserves the right to unilaterally suspend, recall, cancel or terminate the Facility or any part thereof at any time it deems fit without having to assign any reasons thereto by giving a written notice of the same. In the event the Facility is recalled, cancelled or terminated, the whole indebtedness or such part thereof as the Bank shall determine shall be immediately due and payable after seven (7) calendar days from the Bank's said notice.

5. Interest Rate

Interest chargeable on the amount overdrawn shall be calculated on a daily balance basis at the Bank's prevailing Base Rate (BR) plus ____% per annum ("**Prevailing Interest Rate**") such interest to be paid monthly in arrears. The Bank's Base Rate currently at four percentum (4.00%) per annum and the above Prevailing Interest Rate is subject to change from time to time by the Bank at its discretion.

6. Excess of Limit Interest /Interest rate on Conversion of Facility

- (a) You shall pay interest at the rate of 6.35% above the BR or such rate as may be determine by the Bank above the BR per annum subject to a minimum of Ringgit Malaysia Five (RM 5.00) only ("**Excess Limit Rate**") on any amount in excess of your Principal Limit on the next calendar day after the due date on a daily balance basis.
- (b) The Bank shall have the right to convert the Facility to a Term Loan at any time upon such terms and conditions as it may deem fit (including specifying the number of instalments and the amount of each instalments payable) upon giving you fourteen (14) calendar days prior notice. In the event the Facility is converted to a Term Loan, the interest chargeable on the Term Loan shall be BR+4.1% per annum on a monthly rest basis or such other rate or rates or such other basis which the Bank may otherwise deem fit.

7. Commitment Fee

A commitment fee of one percent (1%) per annum on the unutilized portion of the Facility is payable if the aggregate limit of overdraft facilities granted to you under this Facility and under any other overdraft facilities granted by the Bank previously or at any time or from time to time in the future is in excess of RM 250,000-00.

8. Documentation Fee

Where the Facility is secured against Amanah Saham Bumiputera Units, Amanah Saham Wawasan 2020 Units or Amanah Saham Nasional Units, a non-refundable documentation fee of RM 106.00 (inclusive of goods and services tax) is payable to the Bank. The Bank reserves the right to debit your Facility account in respect of the said fee upon the availability of the Facility.

9. Security

- a) The securities and the security documents set out in **THE APPENDIX** hereof ("**Securities**") are required to be charged and/or assigned and/or mortgaged and/or pledged and/or deposited with the Bank by way of a first fixed charge to secure the repayment of the Facility.
- b) Where any of the Securities is provided by a third party, you shall procure such third party to execute and deliver to the Bank the 3rd Party Memorandum of Deposit or other security documents as may be required by the Bank in respect thereof and in form and substance prescribed by the Bank.
- c) You shall at all time ensure that the outstanding balance due does not exceed ____% of the total value of the securities provided (" The Margin of Finance "). If at any time the Bank shall determine that the outstanding balance exceeds the Margin of Finance, in addition to and without prejudice to any of the Bank's rights or remedies, you shall at your own cost and expense immediately and in any event within the stipulated number of days stated in the Bank's notice in writing to you make good the shortfall by providing (or cause to be provided) to the Bank additional security acceptable to the Bank and to execute and deliver (or cause to be executed and delivered) to the Bank all relevant instrument of security in favour of the Bank as may be required by the Bank in relation thereto, in such form and on such terms, as the Bank may require. The value of the securities provided or proposed to be provided shall be determined by the Bank from time to time. Any determination of the Bank as to the value of the securities provided (or proposed to be provided) shall, in the absence of manifest error, be conclusive.

10. Availability of Facility

The Facility will be made available for utilization subject to the terms and conditions of this Letter of Offer after:-

- (a) you return to us the duly executed and accepted Duplicate of this Letter of Offer within the time stipulated; and
- (b) the satisfaction of all conditions precedents set out in our standard "*Main Terms and Conditions For CIMB Secured Overdraft Facility*" attached to this Letter of Offer. In this regard the aforesaid conditions precedent must be satisfied on or before six (6) months from the date of this letter of offer failing which the Facility shall be withdrawn and the offer revoked unless otherwise agreed to in writing by the Bank.

11. Applicability of Main Terms and Conditions For CIMB Secured Overdraft Facility

The Facility granted is further expressly subject to our "*Main Terms and Conditions For CIMB Secured Overdraft Facility*" attached herewith and also to the preparation, execution and delivery by you of the relevant security(ies) document in the form and substance acceptable to us. Unless the context otherwise requires, capitalized words used herein which are not defined shall bear the same meaning as that defined in our Main Terms and Conditions For CIMB Secured Overdraft Facility.

12. Complaints Handling

In the event of any complaint relating to any matter herein, you may contact the Bank's Customer Resolution Unit bearing the following address, telephone number, facsimile number and e-mail address (or bearing such other address, telephone number, facsimile number and e-mail address which the Bank may change by notification to you):

Customer Resolution Unit
19th Floor, Menara Bumiputra Commerce
11, Jalan Raja Laut, 50350 Kuala Lumpur
Telephone: +603 6204 7788 | Facsimile: +603 2691 3248
Email: cru@cimb.com

If the terms and conditions of this Letter of Offer are acceptable to you, kindly indicate your acceptance of this offer of the Facility by signing and returning to us the Duplicate of this letter on or before the _____ failing which this offer shall be considered as having lapsed and cancelled, unless otherwise determined by us.

Thank you.

Yours faithfully,
for and on behalf of
CIMB Bank Berhad

.....
PFC / RM

.....
BM

I / We, (NRIC/Passport No.) accept your offer of the Facility upon the terms and conditions in this Letter of Offer and in the Main Terms and Conditions For CIMB Secured Overdraft Facility and agree to be bound by them.

I/We hereby authorize the Bank to debit my /our Facility account No. with the Bank for the payment of all charges/ stamp duties/ documentation fees/ interest and/ or any other cost and expenses related to the Facility.

Name	NRIC/Passport No	Signature	Date
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Please contact at our
..... on telephone
or facsimile for assistance.

I* a Bank Official officiating/ an Advocate & Solicitor of the High Court of Malaya / Sabah and Sarawak practicing at hereby certify that the above signature of the Borrower was written in my presence on this day of 20..... and is according to my own personal knowledge the true signature of (NRIC/Passport No.....) who has acknowledged to me that he/she is of full age and that he/she has voluntarily executed this instrument.

Witnesseth my hand,

.....
Name:
Staff No.:
Date:

APPENDIX
(Securities required and referred to in Clause 9 of the Letter of offer)

No.	Securities/ Securities Documents	To Tick Where Applicable	Account No/ Certificate No	Tick here if Securities provided by 3 rd Party (3 rd Party Memorandum of Deposit required to be executed)	Value ascribed to Securities (RM)
1.	<p>Fixed deposit</p> <p>- Original FD certificate (if any)</p> <p>Term Deposit</p> <p>- Original certificate (if any)</p> <p>- – Notice of Assignment and Charge to CIMB Islamic Bank Berhad</p>	<p><input type="checkbox"/> Fixed Deposit denominated in Ringgit placed with CIMB Bank Berhad with interest withdrawal</p> <p><input type="checkbox"/> Fixed Deposit denominated in Ringgit placed with CIMB Bank Berhad without interest withdrawal</p> <p><input type="checkbox"/> Term Deposit denominated in Ringgit placed with CIMB Islamic Bank Berhad with profit withdrawal</p> <p><input type="checkbox"/> Term Deposit denominated in Ringgit placed with CIMB Islamic Bank Berhad without profit withdrawal</p>			
2.	<p><u>Amanah Units from Amanah Saham Nasional Berhad</u></p> <p>- Original Amanah Saham Nasional Berhad certificate(s)</p> <p>- Borang Jualan Balik duly signed</p>	<p><input type="checkbox"/> Amanah Saham Bumiputra Units</p> <p><input type="checkbox"/> Amanah Saham Nasional Units</p> <p><input type="checkbox"/> Amanah Saham Wawasan 2020 Units</p>			<p>Certificate Amount:</p> <p>No of Units:</p>

**Main Terms and Conditions
For CIMB Secured Overdraft Facility**

1. CONDITIONS PRECEDENT TO AVAILABILITY OF FACILITY

The Facility (including as revised or supplemented from time to time by the Bank) shall be available for the Borrower's utilization upon the fulfillment of all of the following conditions precedent:-

- i the relevant security documents which the Borrower or the third party security provider(s) has to execute and such other documents as required by the Bank in its absolute discretion to be executed has been executed and returned to the Bank;
- ii the relevant security which the Borrower or the third party security provider(s) has to provide has been provided to and received by the Bank (including the necessary consents, where applicable);
- iii upon the Borrower opening a current account or maintaining a current account with the Bank;
- iv any such documents as required by the Bank in its absolute discretion has been properly perfected and/or registered and/or otherwise completed;
- v compliance with laws/ regulatory requirements stated in Clause 15 of these Main Terms and Conditions;
- vi you or any security party having not committed any of the Events of Default stated in Clause 13 of these Main Terms and Conditions; and
- vii the Bank being satisfied (the Bank's decision shall be final in this respect unless there is manifest error) that there are no material changes in the Borrower's (and/or any security party's, wherever applicable) financial condition which affect or may affect the Bank's security.

The conditions precedent to availability of facility as set out here is intended for the sole benefit of the Bank and may be waived by the Bank, in whole or in part, without prejudicing any rights of the Bank to assert them in whole or in part for subsequent utilization of the Facility.

2. SECURITY

2.A FIXED DEPOSIT/ TERM DEPOSIT AS SECURITY

- a) If fixed deposits/ term deposit are specified in the **APPENDIX** of the Letter of Offer as security required, the Borrower (and/or any security party's, wherever applicable) by way of continuing security hereby charges and/or absolutely assigns to the Bank by way of a first fixed charge all monies standing to the credit of the Fixed Deposit(s)/ Account referred to in the **APPENDIX** of the Letter of Offer (hereinafter referred to as "**FD**") as a continuing security for the repayment, on demand, of all and/or any of the Borrower's liabilities with the Bank whether currently or hereafter owing including interest and/or profit and all other charges up to the date of payment.

- b) The Bank shall have the absolute discretion to renew the FD together with interest and/or profit thereon (unless such interest/profit is permitted to be withdrawn by the terms of the placement) on the due date(s) according to such terms as it deems fit and the charge / assignment of the FD shall include all interests and/or profit earned over the deposits and the Bank shall be entitled to retain the deposit(s) with interests and/or profit accrued until such time as the whole of the Borrower's liabilities with the Bank have been repaid.
- c) In addition to the Bank's right as chargee/assignee, the Bank shall have the absolute discretion and liberty at any time or from time to time and notwithstanding that the period for which the FD or any part thereof has been placed may not have expired upon giving seven (7) calendar days prior notice to the Borrower (or any security party, wherever applicable) exercise the right to set-off the FD (including any interests/profits accrued) against any of the Borrower's liabilities with the Bank. Pending the Bank effecting the said set-off, the Bank shall have the right to withhold and or suspend payment of any monies from the FD (including any interests/profits accrued). In the exercise of any of the Bank's discretion and rights, the Bank shall not be liable or responsible for any loss to the Borrower or the security party including the loss of interest/profit unless the same is caused directly by the Bank's gross negligence or wilful default.
- d) During the continuance of the Facility and so long thereafter until the whole Facility is satisfied in full, the FD and any interest/profit accrued shall not be withdrawn or assigned or transferred nor a trust created over the same nor any rights over the same be created in favour of or granted to any party.
- e) The Bank may in its absolute discretion require the Borrower (and/or the security party, wherever applicable) to do any acts or things or execute any documents, notices, endorsements for purposes of perfecting the Bank's charge and/or absolute assignment over the FD and the Borrower (and/or the security party, wherever applicable) shall act/do as required within the period stipulated by the Bank.

2.B AMANAH SAHAM BUMIPUTERA UNITS, AMANAH SAHAM WAWASAN 2020 UNITS AND AMANAH SAHAM NASIONAL UNITS FROM AMANAH SAHAM NASIONAL BERHAD AND OTHER SECURITIES ACCEPTABLE TO THE BANK

- a) If specified in the **APPENDIX** of the Letter of Offer as security required, the Borrower hereby charge and/or absolutely assign and/or pledge to and/or deposit with the Bank by way of a first fixed charge the Borrower's (and/or any security party, wherever applicable) Amanah Saham Bumiputera Units, Amanah Saham Wawasan 2020 Units and Amanah Saham Nasional Units from Amanah Saham Nasional Berhad and other securities acceptable to the Bank ("ASB Units"), as continuing security for the repayment, on demand, of all and/or any of the Borrower's liabilities with the Bank whether currently or hereafter owing including interests and all other charges up to the date of payment.
- b) The Bank may in its absolute discretion require the Borrower to do any acts or things or execute any forms or documents, notices, endorsements for purposes of perfecting the Bank's charge over the ASB Units and the Borrower shall act/do as required within the period stipulated by the Bank.
- c) Any ASB Units proffered by the Borrower to the Bank shall, unless otherwise agreed by the Bank, be fully paid up or credited as fully paid up. The same shall also be free from all claims or encumbrances from any parties.

- d) Upon the acceptance of the Letter of Offer and these Main Terms and Conditions, the Borrower shall (unless previously done so) :-
- (i) deliver or caused to be delivered to the Bank all relevant certificates and/or other documentary evidence of title or ownership to the ASB Units as may be required by the Bank in its absolute discretion,
 - (ii) execute any form(s) or document(s) as the Bank may require from time to time for the assignment, pledge, charge of any certificates or any securities held by any parties in the Borrower's account(s) for the fulfillment of the Borrower's obligations hereof.
- e) During the continuance of the Facility and so long thereafter until the whole of the Facility is satisfied in full, the ASB Units shall not be withdrawn or assigned or transferred nor a trust created over the same nor any rights over the same be created in favour of or granted to any party.
- f) The Borrower shall at all times not take or omit to take any action which act or omission could materially and adversely affect or could diminish the value of any of the ASB Units or which may result in any alteration or impairment of the Letter of Offer and these Main Terms and Conditions or any of the rights hereby created.
- g) The Borrower shall at all times ensure the Margin of Finance is not exceeded either by the deposit with or provision to the Bank of additional security(ies) approved by the Bank whereupon such additional security shall form part of the ASB Units hereof or by the payment to the Bank or its nominees in cash of such amount and upon such terms as the Bank shall require.
- h) The security herein created shall become enforceable and the power of sale and such other powers conferred by law, the Letter of Offer, these Main Terms and Conditions shall be exercisable at the Bank's discretion, after seven (7)) calendar days prior notice has been given, if the Borrower fails to pay or satisfy when due any part(s) of the Facility or after the Bank has demanded payment whether of the whole or part of the Borrower's liabilities or upon the Borrower's breach of any obligations to the Bank under this Facility.
- i) The Bank reserves the right to dispose of, liquidate or sell the ASB Units pledged and/or charged and/or assigned and/or deposited with the Bank, as it deems fit through its appointed agent or any companies within the group of CIMB Group Holding Berhad, the Bank's ultimate holding company, in the event the Borrower is in default in the Borrower's Facility repayment or upon the occurrence of any event of default as stated herein or the Borrower's breach of any obligations to the Bank under the Facility. Proceeds of the sale will be credited towards adjustment and/or settlement of the Borrower's liability with the Bank. Any shortfall in the account is to be settled by the Borrower. In addition to and not in derogation of any provision herein, the powers of the Bank shall include (but shall not be limited to) the power:-
- (i) To take possession of, collect and get in the ASB Units or any part thereof;
 - (ii) To sell, exchange, convert into money or dispose of or realize or concur in the selling, exchanging, converting into money or disposing of or realizing or concur in the selling, exchanging, converting into money or disposing of or realizing the ASB Units or any part thereof as the Bank deems fit either by public offer or private treaty and for such consideration or value and on such terms as the Bank may so decide at its discretion;

- (iii) To exercise or cause or permit the exercise of all the powers or rights incidental to the ownership of the ASB Units or any such part thereof;
 - (iv) To settle, adjust, compromise and arrange any claims/settlement, accounts, disputes, questions and demands relating in any way to the ASB Units or any part thereof;
 - (v) To bring, prosecute, enforce, defend and/or abandon any actions, suits or proceedings on any matters or against any parties related hereto as the Bank deems fit and necessary; and
 - (vi) To do all acts and/or things as may be necessary or desirable or expedient for the realization of the ASB Units and the full settlement of all the liabilities due to the Bank.
- j) The Borrower shall indemnify the Bank against all actions, losses, claims, proceedings, costs, demands, and liabilities which the Bank may suffer (if any) in the execution or purported execution of any rights, powers, remedies, authorities or discretions vested in the Bank unless they arise from and are caused directly by the Bank's gross negligence or wilful default.
- k) The Bank (including its delegate and sub-delegate) shall not be liable under any circumstances whatsoever or for any reasons whatsoever to the Borrower or to any other parties for any loss or damage or diminution in price/value as a result of the Bank realizing the whole or part of the ASB Units or from any default or omission of the Bank in relation to the ASB Units or from any exercise or non-exercise by the Bank of any power, authority or discretion vested upon the Bank unless they arise from and are caused directly by the Bank's gross negligence or wilful default .

2C. CONTINUING SECURITY

Any security(ies) taken by the Bank or created hereunder shall be a continuing security for the payment of all moneys now or hereafter owing to the Bank by the Borrower and/or each security party from time to time, notwithstanding:

- a) that the Borrower or any security party ceases to be indebted to the Bank for any period or periods;
- b) that any of the Borrower's account(s) and/or security party with the Bank from any reason whatsoever ceases to be current and notwithstanding any settlement of account(s) or otherwise;
- c) that any change by amalgamation, consolidation or otherwise which may be made in the constitution of any security party (which is a body corporate) or the Bank; or
- d) the Borrower's bankruptcy or the bankruptcy of any security party, whether voluntary or compulsory.

2D. LIENS AND OTHER RIGHTS

- a) In addition and without prejudice to any other remedy, right or security which the Bank may have, the Bank shall, for so long as the Facility shall remain in effect or any money remains to be lent or to be payable by the Borrower and/or security party, have a general lien on all securities and other assets of the Borrower and/or the security party which are now or which may from time to time hereafter be deposited with or in or come into the possession, custody or control of or held in the name or to the order or for the account of

the Bank and/or the nominee of the Bank whether for safe custody or security or otherwise or for any specific purpose or generally.

- b) Nothing contained in this Agreement shall prejudice or affect the rights and remedies or any other security which the Bank may from time to time be entitled to or which the Bank may hold for or on account of the principal sums outstanding from time to time under the Facility or any other moneys owing by the Borrower to the Bank nor shall anything herein prejudice or affect any bill, note, guarantee, charge or other security which the Bank may for the time being have or hold for any moneys lent or advanced, interest thereon and other moneys aforesaid or any right or remedy of the Bank under such bill, note, guarantee, charge or other security.

2E. COVENANT TO PROVIDE FURTHER SECURITY

The Borrower shall, if and when required by the Bank, execute in favour of the Bank or as the Bank shall direct such legal or other security instruments, encumbrances or agreements or as the Bank may require over any of the Borrower's assets. Such security instruments, encumbrances or agreements shall be prepared by or on behalf of the Bank at the cost and expense of the Borrower and shall contain all such terms and conditions for the benefit of the Bank as the Bank may require.

3. STIPULATIONS AS TO INTEREST, FEES, CHARGES, COSTS AND COMMISSION

- (a) The Borrower shall pay interest at the Prevailing Interest Rate or Excess Limit Rate (as the case may be), commission, commitment fees, bank charges, fees and such other charges on the Facility at such rates and in the manner stipulated by the Bank in the Letter of Offer.
- (b) Interest on the Facility will be calculated on a daily balance basis as indicated in the Letter of Offer calculated on the basis of actual number of days elapsed and a 365 day year (366 day year in the case of a leap year) and shall be debited to the Borrower's Facility account on a monthly basis unless otherwise stated or agreed by the Bank.
- (c) The interest rate(s) (including interest at the Excess Limit Rate, additional and capitalized interest), is subject to change from time to time by the Bank at its discretion. Such variation includes but shall not be limited to varying the basis on which the Bank shall arrive at the Prevailing Interest Rate, from the benchmark of the Bank's Base Rate, the spread of quantum that is payable above the Bank's Base Rate, or the percentage of the interest itself where the rate of interest is not calculated on the Bank's Base Rate and the amended basis for computation of the Interest Rate and/or the new rate of interest shall take effect as from the date stipulated by the Bank.
- (d) In respect of changes to the commission, commitment fees, bank charges, fees on the Facility and change in any of the interest rates provided herein arising from the change in your risk profile, the Bank shall be entitled to change the commission, commitment fees, bank charges, fees and/or the applicable interest rates contained herein by giving the Borrower at least 21 calendar days prior notice.
- (e) Interest charged and any fees, charges, costs and commission relating to the Facility shall be payable monthly in arrears and the Bank may at any time after the due date be entitled to debit the interest and any fees, charges, costs and commission relating to the Facility to the Borrower's Facility account and be secured and payable accordingly.

"Interest Rate" shall mean the respective rates of interest applicable to the Facility as stated in the Letter of Offer or such other rate(s) as may from time to time be prescribed by the Bank.

4. INTEREST PAYABLE BEFORE AS WELL AS AFTER A COURT JUDGMENT

All interest on any sums advanced pursuant to the Facility for the time being hereby secured and any fees, charges, costs and commission relating thereto (including interest at the Excess Limit Rate, varied interest and capitalized interest) are payable before as well as after a court judgment and before as well as after a demand for payment has been made on the Borrower and all the covenants and conditions contained in or implied by these Main Terms and Conditions and all powers and remedies conferred by law or these Main Terms and Conditions and all rules of law or equity in relation to the principal sums and interest shall equally apply to capitalized interest and notwithstanding that the relationship of the banker and customer between the Bank and the Borrower has ceased for any reasons whatsoever. For the purposes of ascertaining whether the limit of principal under the Facility has been exceeded or not, all interest debited and capitalized interest shall be deemed to be interest and not principal limit.

5. RIGHT TO REVIEW AND VARY TERMS AND CONDITIONS

Notwithstanding the terms and condition contained in the Letter of Offer, these Main Terms and Conditions or in any other security document, the Bank is entitled to review the Facility at any time as the Bank in its absolute discretion deems fit, without any obligation be it at law or in equity, to give any reasons therefore and whether or not the events set out in clause 13 hereof have occurred, and to upon giving twenty one (21) calendar days prior notice, vary and/or amend at any time and from time to time and in any manner whatsoever:-

- (a) the limits of the Facility (which shall include but shall not be limited to decreasing or increasing the limit of the Facility at any time and from time to time);
- (b) the manner of availability of the Facility;
- (c) any other the terms and conditions of the Facility; and/or
- (d) any security documents relating to the Facility.

Subject to the Bank giving the Borrower and or security provider (if applicable) the twenty one (21) calendar days prior notice, any such variation and/or amendment (whether by way of addition, amendment or deletion of terms and conditions of the Facility and/or the reduction, deletion, cancellation, modification, amendment, conversion, substitution or otherwise of the Facility howsoever) shall be deemed to take effect from the date stipulated by the Bank and shall not in any way affect the rights and remedies of the Bank herein contained and/or any other security documents or the validity of the security, liabilities and obligations created herein or in any other security document. The Bank shall not be liable for any loss or damage in connection with dishonour of any cheques or notes drawn or bills accepted by the Borrower as a result of the foregoing actions by the Bank unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

5A. COMMUNICATION OF VARIATIONS AND AMENDMENTS

The Borrower hereby agrees that the Bank shall be entitled to adopt any one or more of the following manner or methods of communication concerning variations, amendments and/or changes in the Facility, any terms and conditions relating thereto and any interest charged and any fees, charges, costs and commission relating thereto including the effective date of any such change:-

- a) by posting a notice in the Bank's premises stating such changes and its effective date of change and such notice shall be deemed to have been received by or communicated to the Borrower on the date of posting of the notice in the Bank's premises; and/or
- b) by way of a single publication in one or more newspaper of the Bank's choice, notice of such changes and its effective date of change and such notice shall be deemed to have been received by or communicated to the Borrower on the date of first publication in any newspaper of the Bank's choice; and/or
- c) by posting an insertion in the Bank's statement of account notice of such changes and its effective date of change and such notice shall be deemed to have been received by or communicated to the Borrower three (3) calendar days after the date of posting of the Bank's statement of account to the Borrower; and/or
- d) by posting a notice of such changes and its effective date of change to the Borrower by way of ordinary or registered post and such notice shall be deemed to have been received by or communicated to the Borrower three (3) calendar days after the date of posting of the notice to the Borrower by ordinary or registered post; and/or
- e) by sending notice of such changes and its effective date of change by short messaging system (SMS) or electronic mail to the Borrower or by posting the notice of such changes and its effective date of change on the Bank's website and such notice shall be deemed to have been received by or communicated to the Borrower on the date the notice of such changes are sent by SMS or electronic mail to the Borrower or the date such notice of changes are posted to the Bank's website, as the case may be.

6. REPAYMENT

- (a) Notwithstanding any provisions contained herein and in the Letter of Offer all outstanding sums of the Facility (whether principal, interest or any other monies owing to the Bank) shall be repayable on demand.
- (b) The Borrower shall be liable to pay to the Bank such amounts as set out in the Letter of Offer or as shall be notified by the Bank as the sum owing and payable to the Bank (unless there is manifest error in the Bank's notification as to the sum owing) within seven (7) calendar days from the Bank's said notice.
- (c) All payments to be made to the Bank shall be in full without set-off or counterclaim, free and clear of and without deduction for any taxes, levies, impost, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description.
- (d) If the law requires such deduction from any payment, the Borrower shall ensure that the net amount received by the Bank shall equal the full amount which the Bank would have had received, had no such deduction been made.

7. REPRESENTATIONS AND WARRANTIES

By accepting the Letter of Offer and these Main Terms and Conditions, the Borrower represent and warrant to the Bank that:

- (a) The Borrower has the capacity to execute, deliver and perform the terms of the Letter of Offer and these Main Terms and Conditions;

- (b) neither the Borrower, nor any security party are in default of any agreement (whether in relation to payment, performance or otherwise) to which the Borrower, or any security party are parties or by which the Borrower or any security party are bound;
- (c) there is no litigation, arbitration or dispute whether actual, pending or threatened against the Borrower or any of the security parties;
- (d) all financial statements received or to be received by the Bank in respect of the Borrower present a true and fair view of the Borrower's financial position;
- (e) there is no material adverse change in the Borrower's financial condition or the financial condition of any security party, and where applicable, the operating environment or management of the Borrower's business or the business of any security party which will materially affect the Borrower's ability or the ability of the security party to perform the Borrower's/their obligations under the Letter of Offer, these Main Terms and Conditions and/or the security documents;
- (f) the Borrower and where applicable, each security party are the legal and beneficial owners of any assets or property which are offered as security to the Bank in respect to the Facility, the Letter of Offer, these Main Terms and Conditions and the security documents;
- (g) acceptance of the Letter of Offer and these Main Terms and Conditions will constitute valid and enforceable obligations and do not or will not contravene the provisions of any law, regulation, rule, order, writ, injunction or decree of any court, administrative or regulatory body to which the Borrower are subject, and does not contravene any other agreement to which the Borrower is a party or undertaking by which the Borrower or his/her/their assets are bound;
- (h) the Borrower has fully disclosed in writing to the Bank all facts relating to the Borrower, and the security party(ies) which the Borrower know or should reasonably know and which are material for disclosure to the Bank in the context of the Facility;
- (i) all declaration made to the Bank and the information furnished by the Borrower and where applicable, each security party in connection with the Facility do not contain any untrue statement or omit to state any fact and all expressions of expectation, intention, belief and opinion all projections contained therein were honestly made on reasonable grounds after due and careful enquiry;
- (j) the Borrower and each security party are subject to civil and commercial law with regard to the Borrower's/their respective obligations under the Facility and the execution, delivery and performance of the obligations created hereunder constitute private and commercial act rather than governmental or public acts and neither the Borrower, the security party(ies) nor any of the properties/Securities enjoy any immunity on grounds of sovereignty or otherwise in respect of their obligations arising under the Facility;
- (k) no bankruptcy proceedings have been commenced against the Borrower and/or any security party;
- (l) The Borrower's total borrowings from all sources within Malaysia, inclusive of this facility (excluding facilities for financing/refinancing for the purchase or construction of immovable properties and the purchase of land) do not exceed in aggregate RM10.million

or such other maximum limit as may be imposed by the governing authority(ies) from time to time. (Applicable to foreigner only);

- (m) the Borrower and each security party have obtained all the necessary consents, licenses, exemptions, approvals or authorizations as may be required by any applicable law, regulation or directive required in connection with the execution, performance, validity or enforceability of the terms contemplated by the Letter of Offer, these Main Terms and Conditions, and where applicable, the security documents and the carrying on of the respective businesses of the Borrower or any security party; and
- (n) all actions, conditions and things required to be taken, fulfilled and done (including obtaining all necessary consent(s) for assignment from related parties, wherever applicable) have been fulfilled and done to enable the Borrower:
 - (i) to lawfully enter into, exercise rights, perform and comply with the obligation in the Letter of Offer and these Main Terms and Conditions;
 - (ii) to ensure that the obligations and the assignment, pledge, charge of the Securities are valid, legal, binding and enforceable; and
 - (iii) to make the Letter of Offer and these Main Terms and Conditions admissible in evidence in the Courts of Law in Malaysia ; and
- (o) There is no violation of any provisions contained in the Financial Services Act 2013 or any prevailing laws or regulatory requirements or directives or guidelines issued or which may from time to time be issued or amended by Bank Negara Malaysia pertaining to the grant of facilities generally or to persons connected with the Bank (‘ Laws or Guidelines’).

Each of the above representations and warranties shall survive the signing and delivery of the Letter of Offer and these Main Terms and Conditions and the Borrower shall be deemed to represent and warrant to the Bank that the representations and warranties above are true and correct in all respects and are repeated on a daily basis.

8. COST, EXPENSES AND FEES

Notwithstanding that the Facility may be cancelled or aborted for any reason whatsoever:

- (a) All costs and expenses whatsoever including abortive costs, printing, out of pocket expenses and all other costs relating to the Facility incurred by the Bank in connection with the negotiation, preparation or completion of the Facility or the recovery thereof or the redemption of the Borrower’s Facility account or in connection with any of the Borrower’s accounts or asset shall be payable by the Borrower after seven (7) calendar days prior notice from the Bank to the Borrower, on a full indemnity basis.
- (b) Where applicable, the security documents in respect of the Facility are to be prepared by solicitors on the Bank's panel and the Borrower agree to pay the said solicitors all legal fees and incidental expenses in connection with the preparation of the security documents, the stamp duties (including other similar duties and taxes and any penalties thereon and upstamping) and the registration of any security documents required by the Bank hereunder even though the said documents are not executed by the Borrower.
- (c) If any money payable under the Facility is required to be recovered through any process of law or such other process, or placed in the hands of solicitors for collection, the Borrower shall be liable to pay the Bank's solicitors fees (on a solicitor and client basis)

and any other fees and expenses incurred in respect of such collection. The Borrower shall be liable to pay all stamp duty, valuation fees, auctioneers charges, debt collection fees and other professional fees which may be incurred by the Bank in connection with such recovery and/or the enforcement and/or in the exercise of any of its rights and remedies under the Letter of Offer, these Main Terms and Conditions and/or the security documents relating to the Facility. The Borrower shall also indemnify the Bank against any liabilities with respect to or resulting from any delay in paying or omission to pay any duty or tax, unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

- (d) The Bank shall have the right at any time to debit the Borrower's Facility account with commission, charges, fees, stamp duties, duties, penalties and all monies arising from the Facility including the costs mentioned in Clause 8(c) above. The amount debited thereupon shall be subject to interest at the prevailing rate or Prevailing Interest Rate, and may be subject to such additional interest at the Excess Limit Rate and may be capitalized under the provisions hereof at the end of each calendar month.
- (e) Without prejudice to any other provision herein, the Borrower shall be liable for any goods and services tax payable in connection with or arising out of this Agreement or the Facility or any service in connection therewith. The Borrower shall indemnify the Bank and irrevocably authorises the Bank to debit the Borrower's Facility account for such amounts required to pay goods and services tax.

9. DISCRETION OF BANK AS TO APPLICATION/TRANSFER OF MONIES

If any sum received or recovered in respect of the Borrower's liabilities is less than the amount owing to the Bank, the Bank may subject to any guidelines issued by Bank Negara Malaysia from time to time, apply that sum to interest, fee, principal or any other amount due in such proportion and order and generally in such manner as the Bank thinks fit or may credit or transfer any such sum received or recovered to a non interest bearing suspense account for as long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards the discharge of any money or liabilities due or incurred by the Borrower to the Bank.

10. DISCLOSURE

Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by the Borrower; and (ii) require the Borrower's express consent for disclosure of information to third parties for the stated purposes, the Borrower hereby agrees and authorizes the Bank to disclose any information relating to Borrower and/or the Borrower's affairs or accounts and/or the Borrower's account relationship or dealing relationship with the Bank including but not limited to details of the Facility, any security given, transactions undertaken and/or balances and/or positions with the Bank:

- (a) to the Bank's agents, service providers, auditors, legal counsel, other professional advisors and to any person in or outside Malaysia who provides security or guarantee and/or is a party to any agreements which may constitute or form the basis of such security or guarantee;
- (b) to the Central Credit Bureau, Biro Maklumat Cek or other relevant authorities to whom such Bureau or authorities the Bank is required to make such disclosure and/or to any authorities having jurisdiction over the Bank;

- (c) to any financial institutions with which the Borrower has or propose to have dealings;
- (d) to any insurance company which the Bank may deem fit in connection with any insurance policy which the Bank may wish to take pursuant to terms of this Agreement;
- (e) to companies which are or which in future may be companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("the Group Companies") whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside Malaysia;

for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/or the Group Companies to their customers or as required by law or pursuant to any subpoena or order of the court.

Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other 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 Borrower** by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to the Borrower): 19th Floor, Menara Bumiputra Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur, Tel No.: +603 6204 7788.

Further, where the Bank intends to share the Borrower's information (excluding information relating to the Borrower's affairs or account) with third parties for strategic alliances, marketing and promotional purposes, the Bank shall ensure that consent from the Borrower has been obtained.

The Borrower hereby expressly consents to such disclosure and hereby confirms that the Bank, its officers and agents shall be under no liability under any circumstances whatsoever for furnishing such information whether by reason of any misstatement, error, omission, delay or any matter in connection thereto whatsoever and whether before on or after the date of the Letter of Offer unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

11. PRIVACY CLAUSE

- (a) The Borrower confirms that the Borrower has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my or www.cimbislamic.com) and the clauses herein, as may relate to the processing of the Borrower's personal information. For the avoidance of doubt, the Borrower agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Main Terms and Conditions.
- (b) In the event the Borrower provides personal and financial information relating to third parties, including information relating to the Borrower's next-of-kin and dependents, for the purpose of opening or operating the Borrower's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Borrower (a) confirms that the Borrower 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 these Main 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 this agreement and the Facility should such consent be withdrawn by any of the said third parties.

- (c) Where the Borrower 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 Borrower's behalf, the Borrower agrees to the above said disclosures on behalf of the Borrower 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, Financial Information Services (FIS) and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Borrower'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 Borrower's portfolio(s); recover debts and/or any purpose related to or in connection with the Facility. The Borrower will be linked by credit reporting/reference agencies to any other names the Borrower uses or has used, and any joint and several applicants. The Bank may also share information about the Borrower and how the Borrower manages the Borrower's account(s)/facility(ies) with relevant credit reporting/reference agencies.
- (e) Even after the Borrower have provided the Bank with any information, the Borrower 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.
- (f) The Bank reserve the right to amend this clause from time to time at the Bank's sole discretion and shall provide twenty one (21) calendar days prior notification to the Borrower 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.
- (g) For the purposes of this Clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 6 of the Companies Act 1965 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.
- (h) The Borrower further agrees that the Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising, whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings), from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether

caused by any technical, hardware or software failure of any kind, interruption, error, omission, delay, viruses or otherwise howsoever, unless the same is caused directly by the Bank's gross negligence or wilful default.

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

12. STATEMENT BY BANK

A statement or notice by the manager or any duly authorized officer or agent of the Bank for the time being or computer generated notices issued by the Bank which do not require signatures, provided on a monthly basis, as to the amount of such balance and liabilities incurred or due to the Bank or as to the rate of interest or the amount of interest payable, shall save for manifest error, be conclusive evidence for all purposes (including but not limited to legal proceedings). In addition should the Borrower fail to report any error therein to the Bank within fourteen (14) calendar days from the date of the Bank's statement or notice, such statement or notice shall be conclusive evidence of the Borrower's liability(ies) to the Bank of the amount stated therein.

13. EVENTS OF DEFAULT

Notwithstanding the Borrower's overall obligation to repay all outstanding amounts on demand by the Bank, the Facility or any part hereof for the time being outstanding and unpaid together with interest thereon and all other monies secured by any security shall on the Bank's written notice to the Borrower become due and payable and the security in favour of the Bank shall after seven (7) calendar days from the Bank's said written notice become immediately enforceable and exercisable by the Bank, and the Facility shall be cancelled and no further drawdowns or availability in respect thereof shall be permitted, upon the occurrence of one or more of the following events (irrespective of whether such event is continuing):

- (a) If the Borrower, any security party fails to pay to the Bank (i) on demand any monies on the Facility or (ii) within the required time any overdrawn/excess monies or (iii) on due date any monies payable as mentioned in the Letter of Offer or under any agreement or arrangement with the Bank.
- (b) If the Borrower, any security party breach or threaten to breach any covenant, undertaking, term, conditions or provisions of the Letter of Offer or these Main Terms and Conditions or in any document delivered pursuant to the Facility or the security documents and fails to remedy such breach within seven (7) calendar days after notice from the Bank or such other time period stipulated by the Bank.
- (c) If the Borrower, any security party or any company in which the Borrower is deemed by the Bank to hold a controlling interest (whether by way of shareholding, or whether it is by reason that such company is accustomed or is under an obligation to act in accordance with the Borrower's directions, interest or wishes) fail to pay on due date any monies payable by the Borrower under the Facility.
- (d) If a distress or execution is levied upon or issued against any of the Borrower's property or assets or the security party's property or assets and is not paid off or discharged within five (5) calendar days from date of commencement of such distress or execution.
- (e) If legal proceedings suits or actions of any kind whatsoever (civil or criminal) is instituted against the Borrower or any security party.

- (f) If the Borrower or any security party is adjudged a bankrupt or shall commit an act of bankruptcy (or analogous event) or if the Borrower, any security party becomes insane or passes away.
- (g) If the Borrower or any security party shall enter into composition, moratorium or arrangement with or shall make a general assignment for the benefit of the Borrower / his creditors.
- (h) If any event occurs or circumstances arise including changes in the Borrower's financial condition or the financial condition of any security party which in the opinion of the Bank prejudice the Borrower's ability or the ability of the security party to perform the Borrower's and/or such security party's obligations herein or under any of the security document.
- (i) If a notice or proposal for compulsory acquisition of any of the Borrower's assets or, where applicable, the assets of any security party or any part thereof shall be issued or made under or by virtue of an Act of Parliament or law.
- (j) If in the opinion of the Bank the security in favour of the Bank pursuant to the security documents is in jeopardy.
- (k) If the Borrower has been listed as a "bad" cheque offender by the DCHEQS set up by the Bank Negara Malaysia.
- (l) If the Borrower and/or any security party fail to operate the Borrower's/their account(s) herein with the Bank in a satisfactory manner.
- (m) In the case of the Borrower or security party being a sole proprietor or partnership, any event which occurs which has a material adverse effect on such sole proprietorship / business.
- (n) If the Borrower or any security party (being a sole proprietor, partnership) ceases or threatens to cease to carry on all or a substantial part of the Borrower's / its business.
- (o) If any part of the Borrower's business or the business of any security party (being a sole trader / partnership) is in jeopardy.
- (p) If any declaration, representation or warranty made or implied to the Bank is incorrect or misleading as of the date on which is was made.
- (q) If it becomes impossible or unlawful for the Bank or the Borrower to perform its obligations hereunder.
- (r) If any other event occurs which in the sole opinion of the Bank could or might affect or prejudice the Borrower's ability or willingness (or the ability or willingness of any security party) to comply with all or any of the Borrower's obligations under the Letter of Offer or these Main Terms and Conditions or the obligations of the security party under the security documents respectively.
- (s) If the Borrower or and/or any of the joint Borrower (i.e. where the Borrower comprises more than one person) and/or any security party shall die or shall be of unsound mind.
- (t) In the event of a breach or contravention of any Laws or Guidelines by the Borrower.

For the purposes of this clause, in the case of the Borrower being in a partnership, references to "the Borrower" shall also include references to any of the Borrower's partner, regardless of whether such person has provided any security to the Bank.

14. SET OFF / SECURITY FOR PRESENT AND FUTURE INDEBTEDNESS

Your indebtedness to the Bank herein which includes present and future indebtedness which may be incurred by you at any time or from time to time whether as borrower and or security party shall be secured by the security created herein or from time to time by you in favour of the Bank. Not in derogation of the foregoing it is further provided herein that the Bank shall be entitled to withhold, combine or consolidate all or any of the Borrower and security party's existing accounts (whether current, deposit, loan or any other nature whatsoever and whether in Ringgit or any other currency) wheresoever situate ("the Accounts") and set off or transfer any available balance or any sum standing to the credit of any one or more of the Accounts for or towards satisfaction of any of the indebtedness of the Borrower and/or any security party upon the Bank giving seven (7) calendar days prior notice to the Borrower and/or any security party. Pending the Bank affecting the said set off, the Bank shall have the right to withhold and or suspend payment of any monies from the credit balance of the Accounts.

15. COMPLIANCE WITH LAWS / REGULATORY REQUIREMENTS / FINANCIAL SERVICES ACT 2013

- (a) The offer and availability of the Facility in this Letter of Offer is conditional upon there being no contravention of any laws in relation thereto.
- (b) Without prejudice to the generality of the foregoing, the offer and availability of the Facility in this Letter of Offer is conditional upon the Borrower representing and undertaking that the financing by the Bank herein and the Bank's agreement to grant or make or continue to make available the Facility to the Borrower will not contravene nor be in breach of any prevailing laws or regulatory requirements or terms and conditions or provisions prescribed by or stipulated in the directives or guidelines that are or may from time to time be issued by Bank Negara Malaysia ("BNM"), and/or any other person or body having authority or jurisdiction over the Bank ("Applicable Laws and Regulations"). The Applicable Laws and Regulations to which the Facility are subject shall include but are not limited to (i) all prevailing provisions of the Financial Services Act 2013 and all prevailing BNM's guidelines and directives issued in respect thereof and all prevailing BNM's guidelines issued pertaining or applicable to the granting of facilities to persons connected to the Bank; and (ii) any lending limits or restrictions that may be imposed upon the Bank from time to time by BNM or any other governmental authority.
- (c) The Borrower shall immediately notify the Bank in writing if any of the Applicable Laws and Regulations or any of the terms and conditions of this Letter of Offer ceases to be satisfied or is discovered to have not been satisfied.
- (d) The Borrower in giving declaration(s) in respect of any of the aforementioned or any terms and conditions of this Letter of Offer where required by and upon terms stipulated by the Bank shall be deemed to represent and warrant to the Bank that the contents therein shall remain true and accurate in all respects so long as the Facility remain available or any sums remains payable.

16. DISHONoured CHEQUES INFORMATION SYSTEM (DCHEQS) GUIDELINES

The operation of your current account inter alia is also subject to the provisions set by Bank Negara Malaysia (BNM) under BNM's Guidelines on DCHEQS, wherein the Bank reserves the right to close the Borrower's account due to three (3) dishonoured cheque incident within twelve (12) months from the date of first incidence following which a report shall be submitted to the Credit Bureau of BNM on such closure of account.

17. TRANSFER/ SALE/ ASSIGNMENT

The Bank shall be entitled at any time to transfer, sell, or assign all or any part of its rights, title, interest, benefits and obligations under the Letter of Offer, these Main Terms and Conditions and/or any security document to any other party by giving fourteen (14) calendar days prior notice to the Borrower. The Borrower may not transfer or assign any of the Borrower's rights, benefits and obligations under the Letter of Offer, these Main Terms and Conditions and/or any security document without the prior written consent of the Bank and any purported assignment without such consent shall be null and void.

18. GOVERNING LAW

The Letter of Offer and these Main Terms and Conditions shall be construed in accordance with and subject to the laws of Malaysia and the Borrower hereby submit to the jurisdiction of the Malaysian Courts. The service of any writ or summons or any legal process in respect of any actions or proceedings may be effected by the Borrower by forwarding a copy of the writ or summons or statement of claim or other legal process by prepaid post (or such other mode as may be permitted by law) to the Borrower's address stated in the Letter of Offer or the last known address of the Borrower. Where served by post, such writ summons or statement of claim or such other legal process shall be deemed to have been served on the Borrower three (3) calendar days after the date of posting notwithstanding the fact that the notice or demand may be returned through the post office undelivered for any reason whatsoever.

19. BANKRUPTCY SEARCH

The Bank may but is not obliged to conduct bankruptcy searches on the Borrower/any security party prior to the disbursement of the Facility and at any time and from time to time hereafter. All charges incurred with regards to the bankruptcy searches are to be borne by the Borrower.

20. IMPOSITION OF TERMS BY BANK NEGARA MALAYSIA

The Facility shall at all times be governed by such rules, regulations and/or directives (whether or not having the force of law) required of or imposed upon the Bank from time to time and at any time by Bank Negara Malaysia or any authority having jurisdiction over the Bank.

21. NOTICES

- (a) Any demand, request, notice or other communication (collectively referred to as "Notices") by or on behalf of the Bank or the Borrower shall be in writing.
- (b) Notices may be given or made by post, telegram, facsimile, personal delivery or such other mode as may be allowed by the Bank. Notices shall be issued by or on behalf of the Bank (including computer generated notices/statements that do not require any signature) to the Borrower at the Borrower's address, facsimile number or electronic mail address as stated in the Letter of Offer or the last known address, facsimile number or electronic

mail address notified by the Borrower in writing. The Borrower is required to notify the Bank promptly of any change of the Borrower's address and/or contact details. The Notices are deemed delivered to the Borrower:-

- (i) in the case of post, three (3) calendar days after the date of posting notwithstanding the Notices are returned undelivered or unclaimed;
 - (ii) in the case of telegram, on the business day following the date of dispatch;
 - (iii) in the case of facsimile, on the day of transmission;
 - (iv) in the case of electronic mail, on the day of transmission provided that the Bank has not received a failed or undeliverable message from the host provider of the recipient within the day of transmission;
 - (v) in the case of personal delivery, at the time of delivery.
- (c) Notices by the Borrower to the Bank shall be duly signed by the Borrower or where permitted by the Bank, by the Borrower's duly authorized signatory and served on the Bank at the address or facsimile number as notified in writing by the Bank from time to time. Notices are deemed received by the Bank upon actual receipt of the same except where it is deemed necessary by the Bank to verify the Borrower's identity or the source of the Notices, the Borrower may be required to deliver at the Borrower's own cost to the Bank such documentary evidence (including the actual or original Notices) as may be required by the Bank. Where such verification is required by the Bank, the Notices are deemed received by the Bank only upon receipt by the Bank of such additional documentary evidence requested by it.
- (d) The Borrower agree that the Bank may, at its sole discretion, record and monitor all oral and written communication with the Borrower in such manner and at such times as the Bank deems fit.

22. INTERCHANGE OR SUBSTITUTION OF FACILITY

In amplification of and or in addition to the Bank's rights under Clause 5 and notwithstanding any other provisions contained in this Agreement or elsewhere, the Bank shall be entitled after giving fourteen (14) calendar days prior notice and without affecting the security created pursuant to the Letter of Offer, these Main Terms and Conditions or any security document, grant further facilities, vary, interchange or substitute any of the Facility with other banking facilities to be granted to the Borrower (including the right to interchange or convert the Facility into a Term Loan) and thereafter the Letter of Offer, these Main Terms and Conditions or any security documents shall secure such further or interchanged or substituted facilities. The Bank retains the right to allocate a new account number or to transfer and/or consolidate the Borrower's existing accounts with the Bank to a new account upon such variation, interchange or substitution without affecting the Bank's rights under the Letter of Offer, these Main Terms and Conditions or any security document.

23. MODIFICATION AND INDULGENCE

The Bank may at any time and without in any way affecting the rights, powers and remedies conferred upon the Bank under the Letter of Offer, these Main Terms and Conditions and/or the security documents:-

- (a) grant to the Borrower or any security party any time or indulgence or waiver or consent or release;

- (b) deal with, exchange, release or modify or abstain from perfecting or enforcing any security or right it may now or at any time hereafter or from time to time have from or against the Borrower or any security party;
- (c) release or discharge or compound or enter into any deed or composition with the Borrower, or any security party;
- (d) renew any bills or negotiable securities; or
- (e) grant or continue to grant or renew any existing or additional or new facility or other banking or credit facility or the Facility to you and/or vary or restructure any existing facilities granted to you by way of (but not limited to) substitution, addition, increase or reduction whatsoever or otherwise in accordance with their respective terms.

24. INDEPENDENT PAYMENT OBLIGATIONS

The Borrower hereby expressly agree and declare that each of the Borrower's obligations to pay or to repay under any of the provisions of the Letter of Offer and these Main Terms and Conditions, or where appropriate, any of the security documents constitute separate and independent obligations, shall give rise to separate and independent causes of action, shall apply irrespective of any waiver or indulgence granted by the Bank in respect of any other obligation, shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of some other obligation and may be relied upon and enforced by the Bank independently of or simultaneously with or without having to commence any other action under such obligations or under any of the security documents or having first exhausted any remedy or having first set off, sold or disposed of any assets or Securities, properties or undertaking which may be provided as security to the Bank from time to time.

25. JOINT BORROWER

Where the Facility is being offered to two or more borrowers, the Borrower hereby agree that:

- (a) all agreements, covenants, terms, stipulations and undertakings expressed to be made by and on the Borrower's part shall be deemed to be made by or binding upon all the borrowers jointly and severally;
- (b) all moneys payable or agreed to be payable (including contingent liabilities) by the respective borrowers together with interest and any other outstanding thereon shall become due and immediately payable on joint and several liability basis whether upon demand or the occurrence of an event of default in respect of any of the borrowers.

26. INCREASED COSTS

The Borrower shall after twenty one (21) calendar days prior notice pay to the Bank such amount as the Bank may determine in its absolute discretion and indemnify the Bank against any cost or increased cost if the Bank determines that the introduction or variation of any law, order, regulation or official directive (whether or not having the force of law) from any relevant authority which taken together with the Bank's obligation under the Letter of Offer, these Main Terms and Conditions or any security documents entered into:-

- (a) has the effect of causing the Bank to incur a cost; or

- (b) increases the cost to the Bank in funding or maintaining its obligations under the Letter of Offer, these Main Terms and Conditions or any security documents.

27. NOTIFICATION

The Borrower shall give the Bank written notice of any event of default under the Letter of Offer, these Main Terms and Conditions or any security documents within three (3) calendar days of the Borrower becoming aware of the occurrence thereof.

28. BINDING EFFECT

The Letter of Offer, these Main Terms and Conditions or any security documents shall be binding upon the Borrower's heirs, personal representatives, successors-in-title and permitted assigns and the successors-in-title and assigns of the Bank.

29. INDEMNITY

Without prejudice to the foregoing terms and provisions and in addition and without prejudice to any other powers, rights and remedies which the Bank may be entitled to, the Borrower shall indemnify the Bank and hold the Bank harmless from and against any losses, damages and expenses, whatsoever, legal or otherwise, (including but not limited to all legal costs incurred by the Bank on a solicitor and client basis) which the Bank may sustain, suffer or incur as a consequence of any default in the payment of the Facility and interest thereon or any portion thereof or any other amounts payable hereunder or under the security documents, or on account of the non-observance of all or any of the terms stipulations agreements and provisions on the Borrower's part or the part of any security party contained herein or under the security documents, and such losses, damages and expenses shall include but not be limited to such amount as the Bank shall certify (such certification being accompanied by the basis and calculation of such amount and being conclusive and binding upon the Borrower save for any manifest error). The obligation to indemnify the Bank for all losses and damage and expenses, whatsoever, under this clause shall not apply if they arise from and are caused directly by the Bank's gross negligence or willful default.

30. TIME

Time wherever mentioned shall be of the essence.

31. UNDERTAKING(S)

The Borrower and/or the security party irrevocably and unconditionally authorize the Bank to issue undertaking(s) at such time in such manner for such amount and upon such contingencies and conditions as the Bank may at the Bank's sole and absolute discretion deem fit in favour of any person and also to make payments under the Facility directly to such person pursuant to such undertaking(s). The Bank shall at all times be entitled to make any payment and/or fulfill any obligation imposed under such undertaking(s) without investigation or enquiry. The Borrower and/or the security party shall not be entitled whether at law or in equity to prohibit or to demand that the Bank withhold any payment or refrain from performing any obligation required pursuant to such undertaking(s) regardless of whether the Borrower and/or the security party may have any claim, counterclaim or right to set off against the recipient of such undertaking. Notwithstanding the provision herein, the Bank has the sole and absolute discretion to vary, amend, revoke, withdraw, substitute, suspend and/or to seek a discharge of such undertaking(s) without affecting or impairing the Borrower's and/or the security party's obligations to the Bank.

32. DELEGATION

The Bank may, in its absolute discretion, at anytime and from time to time delegate by power of attorney or through any other available means to any person(s) or fluctuating body of persons all or any of the powers, authorities and discretion vested in the Bank under the Letter of Offer and these Main Terms and Conditions in relation to the Securities or any part thereof and any such delegation (including sub-delegation) may be on any terms and conditions as the Bank think fit and the Bank shall not be in any way responsible for any loss or damage to the Borrower arising from any act, default, omission, misconduct or negligence from such delegate or sub-delegate.

33. POWER OF ATTORNEY

The Borrower by way of security hereby irrevocably appoints the Bank and every such delegate or sub-delegate (if any) as the Bank may designate as the Attorney of the Borrower in the Borrower's name or otherwise with full powers of substitution to execute and do all such assurances, acts and things which the Borrower ought to do under the provisions of the Letter of Offer and these Main Terms and Conditions to execute and complete any transfer or documents which the Bank may require for perfecting its title to or for vesting the Securities to or in the name of the Bank or its nominees and/or to recover and/or to receive from any parties involved all sums due to the Borrower in respect of the Securities and/or to enforce any rights in respect thereof and give valid receipts and/or to take such proceedings at the cost and expense of the Borrower, whether by way of action, distress or otherwise as the Bank may in its absolute discretion consider necessary or advisable and/or to enforce any of the rights aforesaid and the Borrower hereby ratifies and confirms all whatsoever acts and deeds of the Attorney or Attorneys as he/she/they shall lawfully do under this Power of Attorney.

34. SECURITY PARTY AND BORROWER ARE DIFFERENT PARTIES

- (a) Where the security party and the Borrower are different parties, the security party unconditionally and irrevocably jointly and severally guarantees payment to the Bank of the Borrower's liability(ies) to the Bank for the Facility whether in Ringgit Malaysia or in any other currency or currencies, which may be due or accruing to the Bank whether such liability(ies) are /or maybe joint or several or primary or collateral or contingent. If any such payment shall be subject to any tax or if the security party shall be required to make such deduction or withholding, the security party shall pay such tax, shall ensure that such payment, deduction or withholding will not exceed the minimum legal liability for it and shall simultaneously pay to the Bank such additional amount as may be necessary to enable the Bank to receive, after all such payments deductions, and withholdings, a nett amount equal to the full amount payable under this Letter of Offer and these Main Terms and Conditions.
- (b) Where there are two (2) or more person included or comprised in the expression "the security party" all agreements, covenants, obligations, stipulations and undertakings expressed to be made by and on the part of the security party shall be deemed to be made by or binding on such persons jointly and severally.
- (c) The security party agrees jointly and severally with the Borrower to pay or reimburse the Bank for the stamp duty (including upstamping) and the cost, charges and expenses of the Bank in the enforcement of all the Bank's rights herein including, without limitation, legal costs and expenses on a full indemnity basis.

35. RIGHT TO OUTSOURCE DEBT COLLECTION

If any money payable under the Facility is required to be recovered from the Borrower, the Bank reserves the right, after giving seven (7) calendar days prior notice to the Borrower, to outsource the debt collection to an external agency which the Bank chooses at its sole discretion and the Borrower shall be liable for the debt collection fees, valuation fees, auctioneers fees, other professional fees and all other charges and costs incurred relating to such recovery and/or its enforcement. The Bank will inform the Borrower the impact on the Borrower's rights and obligations after such appointment or where the debt has been sold to a third party. Under specific circumstances where the Borrower is not contactable, the Bank is considered to have fulfilled the obligation if such notice has been sent to the last known address of the Borrower at least seven (7) calendar days in advance. The Bank shall provide the Borrower with the name and contact details of the appointed third party agent or the third party to whom the Bank has outsourced the collection of all and any sums due to the Bank from the Borrower.

36. SEVERABILITY

Any term condition stipulation provision covenant or undertaking of the Letter of Offer or these Main Terms and Conditions which is illegal prohibited or unenforceable shall be ineffective to the extent of such illegality voidness prohibition or unenforceability without invalidating the remaining provisions thereof.

37. INTERPRETATION

Unless the context otherwise requires, capitalized words used herein which are not defined shall bear the same meaning as that defined in the Letter of Offer. If there is any inconsistency, conflict, ambiguity or discrepancy between the English text or any other version of these terms and conditions, the English version shall prevail. Notwithstanding the aforementioned where you request for the Bahasa Malaysia version of the terms and conditions herein, the Bank shall provide the same to the Borrower and if the agreement is entered into on this basis, then the Bahasa Malaysia version of the terms and conditions shall prevail.

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