

## TERMS AND CONDITIONS (CASH FINANCING-i: CORPORATE CASH-i)

The Applicant described herein ("Customer") has applied to OCBC Al-Amin Bank Berhad ("Bank") for Cash Financing-i facility ("Facility") upon and is agreeable to be bound by the terms and conditions contained in this Application Form and the Welcome Letter (as hereinafter defined) including any amendments or supplements thereto as the Bank may prescribe or impose from time to time:-

1. The Facility is offered in accordance with the Bank's financing procedure under the Shariah principle of *Bai' Al-Inah* using Islamic Negotiable Instrument of Deposit ("Asset") owned by the Bank. The Facility should only be used for halal transactions and purposes, but the Bank shall have no obligation to concern itself with the Customer's application of the amounts made available under the Facility.
- 2.1. The Bank will notify the Customer of the successful application of the Facility and the terms of the Facility via telephone or such other mode as may be determined by the Bank. Once the terms of the Facility have been agreed between the Bank and the Customer whether through telephone or other prescribed mode, the Bank will proceed with the Islamic transactions under the *Bai' Al-Inah* principle. After the successful conclusion of the Islamic transactions, the terms of the Facility including sale price ("Sale Price") and purchase price ("Purchase Price") for the Asset shall be confirmed by the Bank to the Customer in the Bank's welcome letter to the Customer ("Welcome Letter") for record purposes.
- 2.2. Failure or delay by the Bank to issue or non-receipt by the Customer of the Welcome Letter shall not prejudice the concluded Islamic transactions. Any discrepancies noted in the Welcome Letter must be conveyed by the Customer to the Bank within 14 days from the date of the Welcome Letter failing which the terms of the Facility will be deemed correct and conclusive against the Customer.
- 3.1. The Facility amount will be credited into the account of the Customer in this Application Form ("Disbursement Account") after deducting (as applicable) the 1st instalment and all fees, charges and expenses payable to and/or incurred by the Bank. Sale Price will be paid by the Customer to the Bank on deferred payment terms (via instalments) in accordance with the Welcome Letter subject always to the Bank's right to demand and accelerate payment of the Sale Price or balance thereof upon occurrence of an Event of Default (as hereafter defined).
- 3.2. The Customer shall be solely responsible to ensure the Disbursement Account is capable of receiving disbursement from the Facility. It shall also be the Customer's sole responsibility to attend to subsequent closure of the Disbursement Account or full settlement of the debit balances (if any) in the Disbursement Account.
- 3.3. Takaful policies (if applicable) are provided by third party takaful operators who shall have the sole discretion on all decisions relating to the policies.
4. The Customer shall pay Compensation Charge (*Ta'widh*) of 1% per annum on any overdue instalment until the amount has been paid or until maturity of the Facility, whichever is earlier. On any outstanding balance after maturity, the Customer shall pay Compensation Charge (*Ta'widh*) at daily weighted average for overnight rate of the *Mudharabah* interbank investment at the Islamic Interbank Money Market.
5. If Security Deposit (as hereafter defined) is imposed by the Bank as a condition for the availability of the Facility, the Customer is required to deposit with the Bank an amount equivalent to 3 months' instalments as security deposit ("Security Deposit") and sign a letter in the form and substance prescribed by the Bank authorising the Bank to earmark the Security Deposit and deduct the same to pay for any overdue sums in respect of the Facility. The Security Deposit cannot be withdrawn by the Customer and will only be returned to the Customer after full settlement of the Sale Price.
6. If at any time and for any reason, whether within or beyond the control of the Customer, any of the following events of default ("Events of Default") have occurred, the Bank may at its sole and absolute discretion, withhold, withdraw, recall or cancel the Facility and/or declare and demand the Sale Price or the unpaid balance hereof, as well as any other sums payable hereunder to be immediately due and payable by the Customer to the Bank, if: **(a)** the Customer defaults in payment of any sums or monies payable hereunder or in respect of the Facility after the same have become due or payable by the Customer whether formally demanded or not; **(b)** the Customer fails to observe or perform any of the terms and conditions of the Facility to be observed or performed on his part; **(c)** the Customer dies or becomes insane or is unable to pay his debts or enters into any arrangement or composition with his creditors or is adjudged bankrupt or legal action of any kind whatsoever (whether criminal or civil) is filed or to be instituted against him or his property; **(d)** the Customer's other account(s) with the Bank is or has not been satisfactorily conducted or operated; **(e)** if applicable, the Customer ceases or threatens to cease carrying on his business; **(f)** any declaration representation and warranty made by the Customer to the Bank are not true, materially misleading or incorrect; **(g)** the Customer commits or threatens to commit a default of any of his contractual obligations with any third party or the Bank; **(h)** any of the Customer's current accounts is closed by any bank following the requirements of the applicable regulations governing the dishonoured cheques or policy of bank accounts of the relevant bank notwithstanding that his conduct of account with the Bank is satisfactory; **(i)** any change in the employment, business or financial position of the Customer from that provided to the Bank at the application of the Facility or any other event or series of events has or have occurred which in the opinion of the Bank (which opinion shall be final and binding upon the Customer) could or might affect or prejudice the ability or willingness of the Customer to comply with all or any of its respective obligations hereunder; **(j)** any change in applicable law or regulation makes it impossible or unlawful for the Bank or the Customer to continue with the Facility; or **(k)** an event has, or events have occurred, or a situation exists, which could or might, in the opinion of the Bank prejudice the ability of the Customer to perform his obligations hereunder or in respect of or arising from the Facility.
7. All monies received or recovered by the Bank from any proceedings instituted or steps taken shall be applied as follows: (a) towards payment of all fees, costs (including the solicitors' costs on a solicitor and own client basis and any service tax payable), charges, expenses and liabilities whatsoever payable or incurred by the Bank hereunder or in respect of the Facility; (b) towards payment of all or any sums or monies payable to the Bank by way of indemnity or compensation hereunder or in respect of the Facility; (c) towards payment of the Sale Price or any unpaid balance thereof; (d) towards payment of any sums or monies owed by the Customer under any other account with the Bank; (e) any surplus will be paid to the Customer or any other person entitled thereto. The Bank reserves the right to change the order of payment in any manner as it deems fit.
- 8.1. The Bank shall grant an *Ibra'* (rebate) to the Customer who makes early settlement. *Ibra'* is calculated from the following formula: *Ibra'* = Deferred Profit – Early Settlement Fee.
- 8.2. The Deferred Profit shall be conclusively calculated by the Bank using the Rule of 78. If the Sale Price is settled in full within the first half of the tenure of the Facilities, the Early Settlement Fee is payable by the Customer. Early Settlement Fee is an estimate of the costs already incurred and/or to be incurred by the Bank as a direct result of the Customer's early termination and comprises: (a) an amount estimated at the higher of: (i) 2.5% of the outstanding balance at the early settlement date; or (ii) RM150; and (b) out-of-pocket costs incurred and to be incurred by the Bank in respect of the Facility. It shall be payable by the Customer at the same time that the redemption or settlement sums are paid to the Bank.
9. All payments made by the Customer to the Bank in respect of the Facility shall be made in full without set-off or counterclaim and free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description.
10. All fees (including solicitors' costs on a solicitor and own client basis and any service tax payable), charges, costs and expenses (including stamp duty) payable, incidental to or in connection with the Facility and/or incurred by the Bank including the preparation and perfection of the documents related thereof and enforcement of its right under the Facility shall be borne and payable by the Customer. Without prejudice to the generality of the foregoing, in the event that any goods and services tax or any other taxes, levies or charges whatsoever now or hereafter required by law to be paid on or in respect of any sums payable to the Bank in respect of the Facility or any other matters in respect thereof, the same shall (except to the extent prohibited by law) be borne by the Customer and in addition to all other sums payable to the Bank by the Customer under the Facility, the Customer shall pay to the Bank on demand a sum equivalent to the amount of such goods and services tax or other taxes, levies or charges or such part thereof.
- 11.1. Subject to the Customer's express instruction (if any) restricting disclosure, the Customer irrevocably consents to and authorises the Bank to disclose the Customer's personal data, account details and relationship with the Bank, the terms of the Facility to the following classes of persons: (i) the Bank's data processors or service providers, both within and outside Malaysia, engaged to carry out the Bank's functions and activities; (ii) the Bank's Related Corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title; (iii) regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States; (iv) other banks or financial institutions including Cagamas Berhad and Credit Guarantee Corporation (Malaysia) Berhad, mortgage takaful operators and any retakaful operators (in or outside Malaysia); (v) credit bureaus, credit reporting agencies, Central Credit Reference Information System, Dishonoured Cheques Information System, and corporations set up for the purposes of collecting and providing credit information; (vi) third parties who intend to settle the Customer's indebtedness to the Bank; (vii) debt collection agents, lawyers, custodians and nominee companies;

- (viii) the Customer's authorised agents, executor, administrator or legal representative; (ix) the Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title; and (x) such persons or bodies to whom the Bank is legally required to disclose.
- 11.2.** For the Bank's compliance with any taxation related law, regulations or authorities' directions or orders, including those related to the Foreign Account Tax Compliance Act of the United States, (collectively, "Tax Laws") the Customer:
- (a)** shall promptly make and procure the Consenting Person to make such declaration, provide all documents and information, and in the event of any changes to any declaration, documents, information or status, of the Consenting Person to the Bank; and
- (b)** confirms that the Customer has procured the consent of a Consenting Person for disclosure by the Bank of the Consenting Person's information to any regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia, including pursuant to the Foreign Account Tax Compliance Act of the United States;
- Failing which, the Bank shall be entitled to among others, deduct from or withhold part of any amounts payable by the Bank.
- A "Consenting Person" means any person including the Customer, Substantial Owners, Controlling Persons of the Customer, any persons who is beneficially interested or financially interested in payments from the Bank.
- A "Substantial Owner" means **(1)** with respect to a corporate or entity, certain persons that directly or indirectly own more than 10% of the corporation's stock (by vote or value), **(2)** with respect to a partnership, certain persons that directly or indirectly own more than 10% of the profits or capital interests in the partnership, and **(3)** with respect to a trust, certain persons treated as the owner of the trust or treated as holding directly or indirectly more than 10% of the beneficial interests of the trust.
- A "Controlling Person" means any individual who exercises ultimate effective control over an entity or trust.
- 11.3.** The Bank's Privacy Policy, which is posted at [www.ocbc.com.my](http://www.ocbc.com.my) and also available at the Customer's request from any of the Bank's branches, informs the Customer of the Customer's rights under the Personal Data Protection Act 2010, including actions the Customer may take to exercise such rights and its consequences. In particular the Bank's Privacy Policy informs the Customer of the following: (i) that the Bank collects personal data directly from the Customer and third party sources; (ii) purpose for which the Customer's personal data is collected; (iii) the Customer's right to access and correct the Customer's personal data; (iv) the class of third parties to whom the Bank may disclose the Customer's personal data; (v) the choices and means the Customer has to limit the processing of the Customer's personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) to update the Customer's personal data as soon as there are changes; and (viii) the Bank's contact details if the Customer wishes to make inquiries or give feedback. The Customer who requires further clarification may call the Bank's Contact Centre at no: 1 300 88 0310.
- 11.3.** The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to the Customer collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.
- 12.** The Customer shall fully indemnify the Bank against all or any loss, damage, claims, liability, costs (including solicitors' costs on a solicitor and own client basis and any service tax payable) and expenses which the Bank may incur or suffer as a consequence of an Event of Default or the provision or enforcement of, or otherwise in connection with the Facility.
- 13.** It is hereby agreed that the Bank's certificate as to the amount due or payable by the Customer under the Facility shall, in the absence of manifest error, be conclusive evidence that such amount is in fact due and payable by the Customer.
- 14.** No failure or delay on the Bank's part in exercising any remedy, power or right hereunder shall operate as a waiver thereof nor shall it affect or impair any of the Bank's remedies, powers or rights in respect of any other subsequent default.
- 15.1.** All monies received by the Bank for the purpose of being applied in reduction of any monies owing to the Bank (whether from payments received or from the realization of any security or otherwise) shall be treated as payments in gross and not as appropriated or attributed to any specific part of item of the monies owing to the Bank, and the Bank may prove for the whole of the monies then owing until the Bank has recovered from all sources one hundred sen in the ringgit.
- 15.2** The Bank may with notice combine and consolidate the standing balance on the Facility and all or any of the accounts of the Customer with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency and with notice set-off or transfer any sum standing to the credit of any such accounts including joint accounts and/or all or any part of the Facility amount in or towards discharge of all sums due to the Bank under and/or related to the Facility and/or any accounts, and the Customer hereby authorises the Bank to effect any such combination, consolidation, set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank.
- 16.** Any provision herein which is illegal or unenforceable shall not affect the validity and enforceability of the remaining provisions hereof.
- 17.** Any notice or other communication may be given by the Bank by ordinary or registered post sent to the Customer at his address herein stated or to any of his last known address and such notice shall be deemed to have been duly served 3 Business Days after posting if posted within Malaysia or 5 Business Days after posting if posted out of Malaysia notwithstanding that it is returned by the postal authorities undelivered. Any notice or other communication may also be delivered by hand or given by facsimile. If such notice or communication is delivered personally, it shall be deemed to be given at the time of such delivery, sent by facsimile on production of a transmission report by the machine from which the facsimile was sent.
- 18.1.** In the event of change of address, the Customer shall notify the Bank in writing of the same at least 7 days prior to such change.
- 18.2.** In the case of notice issued by way of advertisement, the Customer shall be deemed to have received such notice on the date of the advertisement.
- 18.3.** Any notice or communication from the Customer to the Bank may be sent by personal dispatch or registered mail to the relevant servicing branch of the Bank and such notices or communications shall only be received when acknowledged by the Bank.
- 19.** If proceedings are instituted by the Bank against the Customer, the originating process shall be deemed to have been duly served on him if the originating process is sent: (a) by hand, at the time a copy of the originating process is left at his address or at such other address as he may notify the Bank from time to time; (b) by registered post, on the 7th day (including the day of posting) from the date the originating process is posted to his address or such other address as he may notify the Bank from time to time. Where judgement or order had been obtained against the Customer, service of the judgement or order shall be effected in the same manner set out in (a) and (b) above and shall be deemed to have been duly served on him provided always that the Bank shall only be deemed to have been notified of his change of address if the Bank has actually received the notice of such change sent by him.
- 20.** The Customer is solely responsible for assessing the terms and conditions contained herein and he is advised to seek independent legal advice in respect thereof.
- 21.** This Application Form and the Welcome Letter integrate all the terms and conditions mentioned herein and incidental hereto in respect of the Facility and supersede all oral negotiations and prior correspondence in respect of the subject matter hereof. The Bank may after providing adequate notice and from time to time amend, vary and/or add to the terms and conditions in respect of the Facility and any such amendment, variation and/or addition shall take effect as from the date determined by the Bank.
- 22.** Availability of the Facility and the terms and conditions contained herein are governed by and construed in all respects in accordance with the laws of Malaysia and the Customer agrees to submit to the nonexclusive jurisdiction of the Courts of Malaysia. The Customer hereby waives any objection to proceedings in the Courts of Kuala Lumpur whether on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
- 23.** The Customer agrees that the Bank shall be at liberty at any time with or without notice to the Customer to assign or transfer its rights and obligations hereunder. The Customer shall not assign the Customer's rights, interests and obligations hereunder without the prior written consent of the Bank.
- 24.** Time wherever mentioned herein shall be of the essence. Words importing the masculine gender include the feminine gender and vice versa. "Business Day" means a day on which commercial banks and the Bank are open in the State where the place of business of the Bank is located for transactions or business of the nature required or contemplated herein.
- 25.** The terms and conditions contained herein and in respect of the Facility shall be binding upon the heirs, representatives, permitted assigns and successors-in-title of the Customer and enforceable by the Bank, its respective successors-in-title and assigns.