

TERMS AND CONDITIONS (CASH FINANCING-i)

By applying to OCBC Al-Amin Bank Berhad ("Bank") for Cash Financing-i facility ("Facility"), the Applicant ("Customer") agrees to be bound by these terms and conditions and the Welcome Letter (defined below) including any amendments or supplements by the Bank from time to time:-

- 1.1 The Facility is offered under the Shariah principle of Commodity Murabahah/Tawarruq, where the Bank purchases commodities from the market and then sells the commodities at cost plus profit to the Customer at the Bank's Sale Price. Under the Tawarruq principle, the Customer appoints the Bank as the agent (Wakil) to purchase Shariah compliant commodities (as determined by the Bank) from the Bank at such quantum for the Bank's Sale Price. The Bank's Sale Price is payable on deferred payment terms ("Instalments") as set out in the Welcome Letter (defined below) subject always to the Bank's right to demand and accelerate payment upon occurrence of an Event of Default (defined below). The Bank's Sale Price consists of a Principal (which is equivalent to the facility amount) and a Profit calculated according to the Profit Rate applied for by you and as stated in the Bank's welcome letter ("Welcome Letter").
- 1.2 The commodities will be Crude Palm Oil ("CPO") or such other Shariah compliant non-Ribawi commodities as determined by the Bank. The commodities may commingle with other Shariah-compliant commodities bought by the Bank for its own account or on behalf of others where the ownership is identified proportionately according to the respective bank's sale prices. The Customer agrees to accept the commodities on "as is where is" basis and agrees to waive the defect option (Khiyar al 'Ayb) for any defects in the commodities. The Customer may request for physical delivery of the commodities by notifying the Bank in writing before the Bank purchases the commodities from the market, and the Customer shall remain liable to pay the Bank's Sale Price. All costs associated with the physical delivery of the commodities as requested by the Customer, including the delivery costs, storage costs and Takaful/insurance, shall be borne by the Customer.
- 1.3 If a request for delivery is not so made, the Customer upon constructive possession (Qabd al-Hukmi) of the commodities further appoints and authorises the Bank as agent (Wakil) to sell the commodities on the Customer's behalf at the Customer's Sale Price ("Facility Amount") to any third party as the Bank deems fit. The Customer's Sale Price is payable in cash.
- 1.4 In consideration of the Bank acting as Customer's agent, the Customer shall indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain or incur as a result of acting as Customer's agent (Wakil). The Wakil appointment shall be revoked by termination or cancellation of the Facility.
- 1.5 The Bank waives all agency fees which the Customer may otherwise need to pay to the Bank for acting as agent (Wakil) of the Customer for the Tawarruq transactions. The Bank as Customer's agent may effect sales and purchases of the commodities with such supplier or purchaser and in such manner as the Bank deems fit including, without limitation, directly with any supplier or purchaser or through sub-agent or any commodities exchange or other trading platform and/or clearing house.
- 1.6 Application for the Facility is subject to the approval of the Bank and may be made through any mode as may be permitted by the Bank. The Customer may during the application process agree that the Bank may approve the application with shorter or longer financing tenure than the Customer has applied for, in which case the Bank may proceed to disburse the Facility without further consent from or notice to the Customer, and the Customer shall be bound by the financing tenure as stated in the Welcome Letter.
- 2.1 After the successful conclusion of the transactions, the details of the completed Tawarruq transactions and terms of the Facility shall be notified by the Bank to the Customer in the Bank's Welcome Letter to the Customer. As postal delivery is beyond the Bank's control, the Welcome Letter may arrive before or after disbursement of the Facility Amount.
- 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 Tawarruq 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(s) nominated by the Customer in the Application Form ("Disbursement Account") after deducting (as applicable) all fees, charges and expenses payable to and/or incurred by the Bank.
- 3.2 The Customer shall be solely responsible to ensure that 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 any debit balances in the Disbursement Account.
- 3.3 The Customer declares and warrants that (i) the Customer shall (and the Bank shall not have the obligation to) ensure that the Facility Amount is used only for Shariah compliant purpose; (ii) all monies given or paid to the Bank shall come from lawful sources and does not breach the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds or

Unlawful Activities Act 2001 or similar legislation in applicable jurisdictions (such as where the monies are derived) or any tax laws which the Customer is subject to.

- 3.4 The Customer acknowledges that the performances of roles under the Tawarruq transactions, changes in commodities ownerships, details of commodities and conclusions of Tawarruq transactions shall be as evidenced by such documentation as the Bank deems fit in accordance with Shariah requirements. All documentation will be maintained according to the Bank's policy, during the Bank's record retention period the Customer may request in writing from the Bank details of completed Tawarruq transactions for the Facility.
- 3.5 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 be charged a Late Payment Charge of 1% per annum on a daily basis on any overdue instalment from the time of default until the amount has been paid or until maturity of the Facility, whichever is earlier. For outstanding balance after the maturity of the Facility, late payment charge shall not be more than the prevailing daily overnight Islamic Interbank Money Market rate.
5. 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 Bank's 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 when due for payment under the Facility or any accounts with the Bank, OCBC Bank (Malaysia) Berhad or any financial institutions;
 - b. any advances, financing, borrowings made to you by or received by the Customer from the Bank or OCBC Bank (Malaysia) Berhad or any financial institution becomes prematurely due and payable or accelerated;
 - c. the Customer fails to observe or perform any of the terms and conditions of the Facility to be observed or performed on his part;
 - d. 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 or investigation of any kind whatsoever (whether criminal or civil) is filed or to be instituted against him or his property;
 - e. the Customer's other account(s) with the Bank is or has not been satisfactorily conducted or operated;
 - f. if applicable, the Customer ceases or threatens to cease carrying on his business;
 - g. any declaration, representation and warranty made by the Customer to the Bank are not true, materially misleading or incorrect;
 - h. any documents (such as statements, accounts, income statements etc) or information received by or given to the Bank for the Facility or application by the Customer (solely, or jointly with others) or a company or partnership controlled by the Customer for other facilities, products or services offered by the Bank or OCBC Bank (Malaysia) Berhad or the Customer's assets or financial condition are falsified, incorrect or cannot be verified;
 - i. the Facility is being/has been utilised for non-Shariah compliant purposes;
 - j. the Customer commits or threatens to commit a default of any of his contractual obligations with any third party or the Bank;
 - k. any of the Customer's current accounts are 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;
 - l. 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;
 - m. any change in applicable law or regulation makes it impossible or unlawful for the Bank or the Customer to continue with the Facility; or
 - n. 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.
6. 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 Bank's 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.
- 7.1 The Bank shall grant *ibra'* (rebate) to the Customer on the accelerated Bank's Sale Price (if any) on early settlement or termination of the Facility before the end of the financing tenure, such as under the following situations:

- i. When there is an early settlement or early redemption of the Facility, including when arising from prepayments;
- ii. When the Facility is fully settled through restructuring;
- iii. On full settlement of the Facility after any Events of Default; or
- iv. On full settlement of the Facility in the event of termination or cancellation of the Facility before the end of the financing tenure.

7.2 Ibra' (rebate) is equivalent to the Deferred Profit conclusively calculated by the Bank from the following formula using the Rule of 78:

$$\text{Deferred Profit} = \frac{n(n+1)}{T(T+1)} \times P$$

n = Number of monthly Instalments remaining under the financing tenure

T = Financing tenure, in months

P = Total profit in the Bank's Sale Price

- 8. The Customer will supply to the Bank such forms, documentation, and other information relating to its status pursuant to sections 1471 through 1474 of the US Internal Revenue Code of 1986, as amended (the "Code") and any current or future regulations or official interpretations thereof, any agreement entered into pursuant to those sections of the Code, any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code ("Applicable Laws and Regulations") as the Bank may reasonably request from time to time to ensure its compliance with the Applicable Laws and Regulations.
- 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. Without prejudice to the generality of the foregoing, this Clause 9 shall also apply to any deduction or withholding imposed or collected pursuant to sections 1471 through 1474 of the Code and Applicable Laws and Regulations.
- 10. All fees, costs, and expenses whatsoever including abortive costs, legal costs (on a solicitor and own client basis), stamp duty incurred by the Bank in respect of the Facility (including failure of the Customer to supply to the Bank such forms, documentation and other information pursuant to Clause 8) shall be borne by the Customer whether or not the Facility are utilised, withdrawn or cancelled for whatever reason unless stated otherwise. In the event the Facility has to be recovered by any process of law, all fees and costs in connection with such recovery including the Bank's legal fees and costs (on a solicitors and own client basis) shall be borne by the Customer.
- 11.1 Subject to the Customer's express instruction (if any) restricting disclosure, the Customer's personal data, account details, relationship with the Bank and the terms of the Facility ("Information") will be disclosed to persons or bodies to whom the Bank is legally required or permitted by law to disclose or is approved in writing by Bank Negara Malaysia to disclose or is now or hereafter permitted in writing by you to disclose.

11.2 Without limiting Clause 11.1, the Customer expressly consents to the disclosure of the Information to the parties and for the purposes set out in the table below:

	Parties to Whom Information can be Disclosed	Purposes / Circumstances for Disclosure of Information
1.	The Bank's data processors and service providers, both within and outside Malaysia or any other person who may enter into a contractual relationship with the Bank;	For the performance of services for the Bank
2.	Regulatory and other authorities/law enforcement bodies both within and outside Malaysia;	For compliance with law and regulations
3.	Third parties who intend to settle the Customer's indebtedness;	For settlement of the Customer's indebtedness
4.	MEPS/MyClear/MasterCard/Visa International or other franchise, merchants and third parties with or through whom any transactions are entered into;	For compliance of procedures imposed by MEPS / MyClear / MasterCard / Visa International or other franchise or for resolution of or negotiation over any claims or disputes and for handling queries arising from or in connection with any transaction
5.	Lawyers, accountants, insurers/takaful operator, insurance/takaful brokers, specialists in fraud, information technology and other professionals/ consultants/specialists to render professional or specialist	For professional advice and consultation from professionals engaged by Bank

	services to the Bank in relation to any matter of law, accountancy, insurance/takaful or any other matters requiring professional or specialist knowledge or advice;	
6.	The Customer's authorised agents, executor, administrator or legal representative; and	For purpose of managing the Customer's affairs
7.	The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title.	For reorganisation including disposal of the whole or any part of the Bank's business.

11.3 The Customer irrevocably consents to and authorises the Bank to conduct credit checks and verify information given by the Customer to the Bank, with any party (including without limitation with any credit bureau, organisation or corporation set up for the purposes of collecting and providing credit or other information). The Customer irrevocably grants consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks to disclose his/her credit report / information to the Bank for the purpose of the application and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey the Customer's consent and the purpose of such disclosure to the relevant CRAs.

11.4 The Bank's Privacy Policy, which is posted at 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: 03- 8314 9310.

12. 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.

13. 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.

14.1 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 realisation 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.

14.2 The Bank may with 7 days' 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 7 days' 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.

15. Any provision herein which is illegal or unenforceable shall not affect the validity and enforceability of the remaining provisions hereof.

16. 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. 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.

17.1 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.

17.2 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.

17.3 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.

18. 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.

19. The Bank may record all telephone conversations and instructions and may use such recordings and transcripts as evidence in any dispute.
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 reasonably amend, vary and/or add to the terms and conditions in respect of the Facility after providing 21 days' advance notice from time to time and any such amendment, variation and/or addition shall take effect as from the date stated in the notice.
22. The Customer shall be bound by decisions of Shariah Advisory Council established under Section 51 of the Central Bank Act, 2009, and the Shariah Committee of the Bank.
23. 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 non-exclusive 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.
24. The Customer agrees that the Bank shall be at liberty at any time with 21 days' 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.
25. 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 Islamic commercial banks and the Bank are open in Kuala Lumpur, and the State where the place of business of the Bank is located for transactions or business of the nature required or contemplated herein.
26. The terms and conditions contained herein and in respect of the Facility shall be binding upon the representatives, permitted assigns and successors-in-title of the Customer and enforceable by the Bank, its respective successors-in-title and assigns.