

➤ JOINT APPLICANT... CONTINUED

Marital Status

<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Widowed
<input type="checkbox"/> Divorced	<input type="checkbox"/> Separated	

With Dependent Children

No Yes, please specify how many _____

Highest Education Level

<input type="checkbox"/> Not applicable	<input type="checkbox"/> Primary	<input type="checkbox"/> Secondary
<input type="checkbox"/> Diploma	<input type="checkbox"/> Professional Qualification	
<input type="checkbox"/> Bachelor	<input type="checkbox"/> Masters	<input type="checkbox"/> Doctorate

Residential Address

Postcode	City
State	Country

Mailing Address (If different from Residential Address)

Postcode	City
State	Country

Home Phone no.

Mobile no.

E-mail Address (required)

Residence Type (Please ✓ one)

<input type="checkbox"/> Employer's Quarters	<input type="checkbox"/> Family Home/Relatives
<input type="checkbox"/> Own (Mortgaged)	<input type="checkbox"/> Own (Not Mortgaged)
<input type="checkbox"/> Rented	

➤ DOCUMENTS ENCLOSED WITH APPLICATION

Which of the following documents are you providing with this form?

Compulsory Documents
<input type="checkbox"/> Copy of applicant's NRIC
Evidence of income
<input type="checkbox"/> Latest 1 month salary slip (fixed income) OR 3 months salary slip (variable income) OR any ONE of the following:
<input type="checkbox"/> Latest 3 months' payment voucher accompanied with account statement <input type="checkbox"/> Latest EPF statement <input type="checkbox"/> Latest 6 months' current account statement (registered under the business) <input type="checkbox"/> ASNB Dividend statement <input type="checkbox"/> Latest 6 months' Tabung Haji account statement <input type="checkbox"/> Latest Business Registration

➤ EMPLOYMENT DETAILS (JOINT APPLICANT)

Employer Name

Office Phone no.

Office Address

Postcode	City
State	Country

Gross Monthly Income

RM

Other Monthly Income

RM

Source of Income

Code*

Other Source of Income

Code*

Occupation

Code*

Employment Type

Code*

Employment Status

Permanent Contract Temporary

Employment Sectors

Code*

Type of Company (Please ✓ one)

<input type="checkbox"/> CIMB Group	<input type="checkbox"/> MNC (Non FI)
<input type="checkbox"/> Government Agency	<input type="checkbox"/> KLSE listed
<input type="checkbox"/> Financial Institution	<input type="checkbox"/> Private Limited Company
<input type="checkbox"/> Public Ltd Company - Not Listed	<input type="checkbox"/> Sole Proprietorship/ Partnership
<input type="checkbox"/> None/Unemployed	
<input type="checkbox"/> Others _____	

Size of Current Employment Company (Please ✓ one)

<15 employees 15-50 employees
 >50 employees

Length of Service

Y Y / M M

Total Working Experience

Y Y / M M

*for Bank use only

Conventional Branch Code							
Employee No.							
Campaign Code							

CREDIT CARD/CREDIT CARD-i APPLICATION FORM

Please tick (✓) where applicable

 New Card Additional Card

REQUIREMENTS

Age	Principal Card : 21 years old			Supplementary Card : 18 years old		
Minimum Income Per Annum	Enrich World Elite	Visa Infinite	Enrich World Mastercard	World Mastercard	Visa Signature	Platinum
	RM250,000	RM120,000	RM100,000	RM90,000	RM60,000	RM24,000

▶ I WISH TO APPLY FOR THE FOLLOWING CARD (PLEASE CHOOSE A MAXIMUM OF 3 CARD PRODUCTS ONLY)

A. CIMB BANK CREDIT CARD

-
- CIMB Enrich World Elite
-
- CIMB Enrich World Mastercard
-
- CIMB Enrich Platinum

 My Enrich Card no. :

-
- I do not have an Enrich Card and wish to be enrolled as a new Enrich member under the Enrich Frequent Flyer Programme. I hereby consent to CIMB Bank sharing the information contained in this application form with Malaysia Airlines Berhad (1116944-X), its successor or any of its related companies which upon receipt of my information herein will then consider my application for the same.

-
- CIMB Visa Infinite
-
- CIMB Platinum Mastercard
-
- CIMB Cash Rebate Platinum
-
-
- CIMB World Mastercard
-
- CIMB Visa Platinum
-
- CIMB PETRONAS Platinum
-
-
- CIMB Visa Signature

B. CIMB ISLAMIC CREDIT CARD-i

-
- CIMB PETRONAS Platinum-i
-
- CIMB Platinum-i

By signing here, I acknowledge and confirm making the declaration/disclosure appearing under the caption of 'For All Products', 'Declarations for Financing Products' and 'Product Specific Declarations For Credit Card/Credit Card-i'.

- Important Note:
 (1) Additional credit card-i/credit card will share a combined credit limit.
 (2) Please sign within the signature box.

Principal Credit Card-i/Credit Card Applicant's Signature :

 Date :

▶ MY PERSONAL DETAILS

Note: Credit Card Statement will be sent to the e-mail address provided above. For existing cardholders, your other statements will also be sent to this e-mail address.

Name to Appear on Card (Not more than 19 letters)

Mother's Maiden Name

▶ MY EMERGENCY CONTACT

Name

Relationship to Principal Cardholder/Applicant

Contact no.

▶ CIMB Touch 'n Go Zing AUTOMATIC RELOAD AMOUNT

CIMB Touch 'n Go Zing Card (Touch 'n Go card linked to CIMB Bank/CIMB Islamic Bank Credit Card)

-
- I would like to apply for CIMB Touch 'n Go Zing Card with the following automatic reload amount

 Principal Card RM100 RM200 RM300

Note: If the auto reload amount is not specified, the Bank will automatically set the default reload amount to RM100.

Customer's NRIC/Passport No. :

▶ AUTODEBIT INSTRUCTION

Note : To complete the account number if you wish to authorise the Bank to debit your/third party account with the Bank for the payment of the monthly instalment and/or interest and/or the outstanding amount due to the Bank under the Facility.

I hereby authorise the Bank to debit :

my/our Current Account* or Savings Account* (*Delete whichever not applicable)

No. :

third party** Current Account* or Savings Account* (*Delete whichever not applicable)

No. :

("the Account") with the Bank for the payment of the monthly instalment and/or interest and/or the outstanding amount due to the Bank under the Facility. I/We undertake to ensure that sufficient funds are kept in the Account to meet this payment.* Where the Account is a Current Account, I/we hereby understand and agree that it shall be my/our responsibility to ensure there is sufficient funds at all times in the Account to honour cheques deposited for payment. I/we further acknowledge and agree that the Bank will not be held liable for defamation and/or for breach of contract and/or for any losses, damages, expenses, costs or charges whatsoever which may be claimed against the Bank arising from remarks placed on the returned cheque(s) by the Bank and/or upon the grounds that cheque(s) issued under the Account was returned due to insufficient funds in the Account as a result of the Bank debiting the Account pursuant to my/our above authorisation.

** For Third Party Account only :

I hereby confirm giving consent to the Bank to debit my Current Account or Savings Account as detailed above, to facilitate the payment of the Financing above and attached herewith a copy of my Identification Card (MyKad/Passport/Army/Police) for Bank's verification purpose.

Third Party's Signature

Full Name

NRIC no. / Passport no.

Date

▶ BANK USE ONLY

Special Needs

Main Applicant Joint Applicant

Regional Customer

Main Applicant Joint Applicant

Bank Officer's/Authorised Representative's Signature

SLMA Authorised Representative's Signature

Full Name

Full Name

Staff ID

Staff ID

Date

Date

Branch Name

Branch Name

Branch Code

Branch Code

▶ SALES/REFERRAL DETAILS

LOAN PROCESSING DETAILS

Originating/Parking Branch

Branch Code

Salesperson's Name

Salesperson's ID

Referral's Name

Staff Referral ID

► APPENDIX

Interest Rate

Current BR

Documentation Fee

► ASB FINANCING TERMS AND CONDITIONS

TERM LOAN FACILITY TO BE SECURED AGAINST AMANAH SAHAM BUMIPUTERA UNITS (ASB)

The Facility is a term loan facility to finance (i) the Main Applicant's purchase of the number of Amanah Saham Bumiputera (ASB) Units from Amanah Saham Nasional Berhad (ASNB) as stated in this Application Form or such other number of ASB Units that the Main Applicant as stated in this Application Form shall be entitled to purchase as determined by ASNB, whichever shall be the lower; and (ii) the Group Amanah Saham Assurance (GASA) premium as stated in this Application Form or a maximum of five percent (5%) of the total ASB Units purchased, whichever shall be the lower. The ASB Units shall be in such number of certificate(s) as determined by ASNB taking into account the number of certificate(s) requested and as stated in this Application Form. The Facility shall be secured against ASB Units of such amount and in such number of certificate(s) determined by the Bank. Your offer to take up the Facility from the Bank shall be subject to the ASB Units being charged to the Bank. The Facility if granted shall be subject to the below Terms and Conditions.

The term or reference "you" or "your" wherever applicable shall mean any one of you i.e. in the case where the purchase of ASB Units are purchased and charged and/or assigned and/or pledged to and/or deposited with the Bank by one of the joint borrowers.

The term or reference "ASB Units" shall mean the Amanah Saham Bumiputera Units or Amanah Saham Bumiputera 2 Units, as the case may be, which are purchased and financed by the Bank pursuant to your application in this Application Form and which are charged and/or assigned and/or pledged to and/or deposited with the Bank as security.

DOCUMENTATION FEE

A non-refundable documentation fee as specified in the Appendix is payable to the Bank. The Bank reserves the right to debit your loan account in respect of the said fee upon the disbursement of the Facility.

The following service fees will be charged to your Facility account for every payment made via:

- (i) cash deposit machine and cheque deposit machine: RM0.50; and
- (ii) over-the-counter at any Bank branch: RM2.00

All fees and charges are non-refundable and may be updated by the Bank on its website from time to time.

Without prejudice to any other provision herein, you shall be liable for any taxes payable in connection with or arising out of this Agreement or any services in connection herewith.

INTEREST RATE

Interest rate as specified in the Appendix is effective from the date of loan disbursement till full settlement of the account. The current BR (Base Rate) is as specified in the Appendix and is subject to change from time to time. The interest rate calculated on daily balance basis and capitalised at the end of each calendar month is subject to change from time to time by the Bank at its discretion. The interest rate as specified in the Appendix shall apply only if there is no default in the payment of any monthly instalment due. In the event of default, the Bank reserves the right to vary the interest rate upon giving you fourteen (14) calendar days prior notice.

AVAILABILITY PERIOD

If the Facility is not disbursed within six months from the date of the Bank's receipt of this Application Form, due to whatsoever reason including but not limited to where the failure in disbursement is due to non-fulfilment of any condition as set out herein irrespective of whether such non-fulfilment of the said conditions is due to the omission and/or any other act or default of the Bank and/or any other persons, the Bank may at its discretion, cancel the same upon giving seven (7) calendar days prior notice to you.

PRE-DISBURSEMENT CONDITIONS

Funds will be disbursed in one lump sum payment direct to Amanah Saham Nasional Berhad for the purchase of Amanah Saham Bumiputera (ASB) Units as stated in this Application Form or such other number of ASB Units that you shall be entitled to purchase as determined by ASNB, whichever shall be the lower, subject to the fulfilment of the following conditions:

- (i) Upon the Bank's receipt of this Application Form duly accepted and signed by you; and
- (ii) ASNB Unit Trust Loan Financing Risk Disclosure Statement and Declaration Form (Surat Akuan & Pengesahan) must have been pre-signed and received by the Bank; and
- (iii) Differential sum in loan amount paid (if any); and
- (iv) Receipt by the Bank of any insurance policies required by the Bank, which insurance policies shall be in form and content acceptable to the Bank, from insurers acceptable to the Bank; and
- (v) The Bank must have received confirmation from Amanah Saham Nasional Berhad regarding your entitlement to purchase the relevant ASB Units; and
- (vi) The Bank must have received favourable results of searches and no negative indications from CCRIS, FIS or any other reference agencies deemed necessary by the Bank; and
- (vii) The grant of the Facility has been approved by the Bank.

LETTER OF NOTIFICATION

Upon the Bank's acceptance of your application for the Facility (which shall be determined at the Bank's sole discretion), the Bank will mail to you a letter of notification stating the facility amount granted based on the number of ASB Units as stated in this Application Form or such other number of ASB Units that you shall be entitled to purchase as determined by ASNB, whichever shall be the lower and the relevant insurance premium payable, the total amount of interest charged, the total repayment amount, duration of the loan, particulars of the ASB Units which have been charged to the Bank in support of the Facility, the applicable interest rate and base rate of the Facility, the instalment amount(s) and the effective date for the instalment amount(s), fees and other charges and any other Terms and Conditions ("Letter of Notification"). The Letter of Notification shall be a computer generated notice and would not be signed but shall be deemed as having been issued by the Bank.

You are required to promptly notify the Bank in writing within 14 calendar days from the date you receive or are deemed to have received the Letter of Notification from the Bank of any error of omission or in the event that you do not wish to proceed with the Facility, failing which you shall be deemed to have confirmed and accepted the Terms and Conditions as set out in the Letter of Notification and you shall be precluded from making any claim against the Bank alleging that the Terms and Conditions as set out in the Letter of Notification contains any error or omission and/or that the same is not confirmed and accepted by you or you do not wish to proceed with the Facility. In the event you notify the Bank in writing that you do not wish to proceed with the Facility within the aforesaid 14 calendar days, you will remain liable for the documentation fee and stamp duties relating to the Facility.

REPAYMENT AND INTEREST

- (i) The Facility shall be subject to periodic review and repayable after 7 calendar days from the Bank's demand.
- (ii) The first instalment is due on the first day of the following month after the date of full disbursement of the Facility or such other due date(s) as the Bank

may notify you. Thereafter the instalments shall be due on or before the first day of each month or such other due date(s) as the Bank may notify you. The instalment amount payable will be based on the interest rate at the time of commencement of the first instalment. This instalment amount is subject to change based on any variation of the interest rate which may be made by the Bank under the Terms and Conditions herein. The last instalment may be subject to variation by the Bank and shall be payable on a date to be notified by the Bank.

(iii) Pending commencement of the first instalment, you shall pay the interest calculated on daily basis.

LATE PAYMENT

Interest on late payment of interest and/or instalment will be charged at the rate of 1% p.a. on a daily rest basis or at such rate as the Bank may from time to time stipulate, upon giving you 21 calendar days prior notice and will be charged on the next day after due date.

CAPITALISATION OF INTEREST

Unless any other interest payment period is specified by the Bank, you shall pay the interest chargeable monthly. Any non-payment of interest as stipulated shall cause it to be capitalised and added to the principal sum/amount outstanding.

EARLY SETTLEMENT/PARTIAL SETTLEMENT

Early Settlement

You shall be entitled to request for early settlement of the Facility fully or redeem the Facility during the tenure ("Early Settlement") by giving advance written notice to the Bank at any time via such designated channel(s) as may be allowed by the Bank. The closure of your loan account by the Bank, following your full settlement of the Facility on the date(s) as determined by the Bank, pursuant to your notice for Early Settlement shall be irrevocable.

Partial Settlement

- (a) You may partially pay such amount ("Partial Amount") at any time and from time to time during the tenure by giving advance written notice to the Bank via such designated channel(s) as may be allowed by the Bank.
- (b) Such Partial Amount shall be applied directly into your loan account for reduction of the principal amount, subject to the settlement of any arrears, monthly instalment(s) payable and other outstanding charges payable by you and/or by any guarantor and/or any other party who has provided security for the Facility (each a "Security Party") to the Bank before being applied towards reduction of the principal amount where such reduction will result in you saving interest.
- (c) Such payment shall in no way allow you a reduction in the monthly instalment amount but only to a reduction in the number of instalments in the inverse order of maturity unless agreed upon by the Bank in writing. Notwithstanding the payment of the Partial Amount in your loan account, you shall continue paying the monthly instalments and all other monies due and payable.
- (d) For the purpose of effecting payment under the provision herein, you must request the Bank to utilise the relevant payment tendered specifically for reduction of the principal amount, failing which the Bank shall regard such payment as advance payment wherein the Bank shall treat the payment towards future instalments in direct order of maturity as and when they fall due.

SPECIAL CONDITIONS

The Bank will only finance the applicable insurance premium Group Amanah Saham Assurance (GASA) up to a maximum of five percent of the amount of the term loan facility. Shortfall in Group Amanah Saham Assurance (GASA) is to be self-financed with Sun Life Malaysia Assurance Berhad (if applicable).

In the event the Facility is recalled, cancelled withdrawn and/or suspended by the Bank in accordance with the terms and conditions of the Facility, the GASA insurance coverage shall be terminated with immediate effect upon the Bank's notification to Sun Life Malaysia. The Bank is authorised to claim the application cash value from Sun Life Malaysia towards payment of the actual outstanding amount owing under the Facility.

LEGAL FEES AND OTHER CHARGES

All legal and incidental costs and expenses whatsoever in connection with the preparation, completion, recovery and/or enforcement of the loan and/or security documents including legal fees, stamp duties (including ad valorem and other similar duties and taxes and any penalty thereof) relating to the Facility are payable by you and any fee or expense incurred in connection thereto shall be borne by you. The Bank retains the right to debit all fees and expenses incurred by the Bank from your loan account.

Without prejudice to any other provisions herein, you shall be liable for any goods and services tax payable in connection with or arising out of the Terms and Conditions herein or the Facility or any services in connection therewith. You shall indemnify and keep the Bank indemnified in respect of the payment of such goods and services tax. You further irrevocably authorise the Bank to deduct such amounts as are required to pay the relevant goods and services tax from any of your account(s) held with the Bank.

ASB UNITS AS SECURITY

You (and/or any security party, wherever applicable) hereby charge and/or assign and/or pledge to and/or deposit with the Bank by way of a first fixed charge your (and/or any security party's, wherever applicable) Amanah Saham Bumiputra Units from Amanah Saham Nasional Berhad (ASNB) as stated in this Application Form or such other number of Amanah Saham Bumiputra Units that you shall be entitled to purchase as determined by ASNB (as the case may be) which are financed by the Bank ("ASB Units"), as continuing security for the repayment, on demand, of all and/or any of your liabilities with the Bank whether currently or hereafter owing including interests and all other charges up to the date of payment.

During the continuance of the Facility and so long thereafter until the whole 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.

The Bank may in its absolute discretion require you (and/or the security party, wherever applicable) 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 you (and/or the security party, wherever applicable) shall act/do as required within the period stipulated by the Bank.

You 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 the ASB Units or which may result in any alteration or impairment of these Terms and Conditions herein or any of the rights hereby created.

CONTINUING SECURITY

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

- (i) that you or any security party cease to be indebted to the Bank for any period or periods;
- (ii) that any of your 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;
- (iii) 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
- (iv) your bankruptcy or the bankruptcy/winding up of any security party, whether voluntary or compulsory.

LIENS AND OTHER RIGHTS

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 you and/or security party, have a general lien on all your securities and other assets 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.

Nothing contained herein 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 monies owing by you 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 monies lent or advanced, interest thereon and other monies aforesaid or any right or remedy of the Bank under such bill, note, guarantee, charge or other security.

COVENANT TO PROVIDE FURTHER SECURITY

You 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 your assets. Such security instruments, encumbrances or agreements shall be prepared by or on behalf of the Bank at your cost and expense and shall contain all such terms and conditions for the benefit of the Bank as the Bank may require.

EVENTS OF DEFAULT AND CROSS DEFAULT

The Bank shall be entitled to recall, cancel, withdraw and/or suspend the Facility upon the occurrence of any event of default, which may include the following:

- (i) Your failure to pay the monthly instalment when due herein (including but not limited to non-payment of interest, capitalised interest and all monies including any disbursement due and owing to the Bank herein) and such amount is in arrears for 2 months, irrespective whether a demand has been made by the Bank or not;
- (ii) Your inability to pay your indebtedness with any third party when due or your commission of any act of bankruptcy or any steps and/or proceedings are taken for bankruptcy against you;
- (iii) If any security and/or guarantee provided to the Bank shall become invalid, unenforceable or incapable of being perfected;
- (iv) Any breach of any of the terms and/or conditions of the Facility;
- (v) You and/or any one of you (i.e. where the borrower/customer comprises of more than one person) and/or any of the parties who have given security for the Facility ("Security Party") shall die or shall be of unsound mind;
- (vi) If any sum herein shall be due from you and/or any of the Security Party and/or any guarantor (collectively, "the Obligor(s)") to the Bank from time to time or at any time and/or any other third party from time to time or at any time or if any of the Obligor(s) may be or become liable to the Bank anywhere on any banking, loan, any other credit facility or any other account current or otherwise ("the account(s)") or in any other manner whatsoever including but not limited to liability of any of the Obligor(s) incurred to the Bank as surety(ies) or guarantor(s) or if default is made in relation to any provision governing the account(s);
- (vii) if you should have furnished false or inaccurate information or data to the Bank or omit any facts which would affect the Bank's decision to grant the Facility;
- (viii) If any legal proceedings, suit or action shall be commenced, instituted, taken or threatened against the Borrower and/or the Security Party and the Bank in its sole opinion is of the view that this will adversely affect the Borrower's or the Security Party's ability to observe or perform their respective obligations under the Terms and Conditions herein.
- (ix) If at any time, as a result of the Borrower and/or the Security Party's domicile, nationality, residency status, tax status, or any other relevant status, the provision or continue provision of the Facility, would or might in the Bank's opinion constitute a breach of the Bank's internal requirement, policies, or any applicable law, regulation, or requirement of any regulatory authority (whether or not having the force of law), or is not in accordance with the Bank's usual business practice and procedure.
- (x) If you and/or the Security Party is subject to or is involved in any investigation, disciplinary action or criminal proceedings by any regulatory or statutory or other body whatsoever (whether or not having the force of law).

You shall also be considered in default in the event that your loan Facility is in arrears or any of the Terms and/or Conditions in other loans provided to you by the Bank are breached. The Bank retains an absolute right to reject or recall the Facility granted to you in the event there is any indication of a change in your creditworthiness and your ability to service obligations under this loan on the agreed Terms and Conditions.

Upon the occurrence of any of the events of default stated above, the Bank reserves the right to, after giving 7 calendar days notice to you, recall, cancel, withdraw and/or suspend the Facility, and you and/or any one of you shall after 7 calendar days from the Bank's said written notice to you and/or any one of you repay all amounts outstanding under the Facility, and the Bank may exercise all its rights and remedies at law and in equity, including but not limited to commencing legal action against you and/or the Security Party and the security in favour of the Bank shall become immediately enforceable and exercisable by the Bank.

DISPOSAL OF ASB UNITS CHARGED TO THE BANK

The Bank reserves the right to, after giving you 7 calendar days notice, dispose off, liquidate or sell the ASB Units pledged or charged to 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, upon the occurrence of any event of default as stated herein or your breach of any obligations to the Bank whether under the Facility or any other facilities and/or agreement(s) with the Bank. Proceeds of the sale will be credited towards adjustment and/or settlement of your liability with the Bank. Any shortfall in the account is to be settled by you. In addition to and not in derogation of any provisions herein, the powers of the Bank shall include (but shall not be limited to) the power:- (i) 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 realise or concur in the selling, exchanging, converting into money or disposing of or realising or concur in the selling, exchanging, converting into money or disposing of or realising 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.

You 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.

The Bank (including its delegate and sub-delegate) shall not be liable under any circumstances whatsoever or for any reasons whatsoever to you or to any parties for any loss or damage or diminution in price/value as a result of the Bank realising 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.

DISCRETION OF BANK AS TO APPLICATION/SUSPENSE ACCOUNT

If any sum paid or recovered in respect of your liabilities is less than the amount owing, the Bank may subject to any regulations and guidelines issued by Bank Negara Malaysia from time to time, apply that sum to instalments in arrears, fee, charges, principal or any amount due in such proportion and order and generally in such manner as the Bank thinks fit.

The Bank may place any monies received from you and/or Obligor(s) into a non-interest bearing suspense account if the Bank reasonably deems fit without any obligation to apply such monies towards settlement of the debt owed by you provided that if the Bank exercises its right to place the monies received towards the settlement of the debt into a suspense account, it shall as soon as practicable after the placement into a suspense account notify you and/or the Obligor(s) of the same and give you reasons for its action. Notwithstanding such payment, in the event of your bankruptcy, the Bank may prove for and accept any dividend or composition in respect of the whole of the debt due to the Bank.

MATERIAL ADVERSE CHANGE

The Bank reserves the right to terminate the Facility, upon giving you 7 calendar days prior notice, in the event of any material adverse change in your financial conditions which might affect your ability to comply with the obligations under the Terms and Conditions herein.

STATEMENT BY BANK CONCLUSIVE EVIDENCE

A statement or notice by the manager or any duly authorised officer or agent of the Bank for the time being or computer generated notices issued by the Bank which do not require signatures, provided at least once a year 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 be conclusive evidence for all purposes (including but not limited to legal proceedings) and shall not be questioned on any account whatsoever, save and except where there is manifest error. In addition, should you fail to report any error therein to the Bank within such period as prescribed by the Bank, such statement or notice shall be conclusive evidence of your liability (ies) to the Bank of the amount stated therein.

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 guarantor 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 Obligors' existing accounts (whether current, deposit, loan or any other nature whatsoever and whether in Ringgit or any other currency) wheresoever situate ("Accounts") and set off or transfer any available balance or any sum standing to the credit of any one or more of such Accounts for or towards satisfaction any of the indebtedness of the Obligors upon the Bank giving seven (7) calendar days' prior notice to the Obligors. 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.

RIGHT TO OUTSOURCE DEBT COLLECTION

Subject to and not in derogation of its rights under these Terms and Conditions herein, the Bank shall have the right, at its sole discretion, and when it deems necessary to appoint and authorise an agent of its choice and on its behalf to collect all and any sums due to the Bank from you under these Terms and Conditions. Such appointment and authorisation will be made known to you at least seven (7) calendar days in advance if the collection of sums due for the account is to be outsourced to a third party debt collection agency. The Bank will inform you of the impact on your rights and obligations after the account has been transferred to a third party debt collection agency or sold to a third party. Under specific circumstances where you are not contactable, the Bank is considered to have fulfilled the obligation if such notice has been sent to your last known address at least seven (7) calendar days in advance. The Bank shall provide you with the name and contact details of the appointed third party debt collection agency or the third party to whom the Bank has outsourced the collection of all and any sums due from you to the Bank.

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 these Terms and Conditions herein, in the Letter of Notification and/or any security provided herein in support of the Facility to any other party by giving you seven (7) calendar days prior notice. You may not transfer or assign any of your rights, benefits and obligations under these Terms and Conditions, in the Letter of Notification 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.

NOTICES

Any notice required to be given:

- (i) to the Bank shall be addressed and delivered to this Branch, marked for the attention of the Manager.
- (ii) to you shall be addressed and delivered to you at your last known address.

Every notice or other communication shall be in writing and unless provided otherwise, be deemed to have been received (if sent by post) three (3) calendar days after dispatch and (if delivered personally) at the time of delivery or dispatch if during normal business hours in the place and otherwise at the opening of business in that place on the next succeeding such working day, provided that any notice or communication to be made or delivered by you to the Bank shall be effective only when the Bank actually receives it.

You are to notify the Bank promptly of any change of your address and/or contact details or the address and/or contact details of any party who has provided any form of security or guarantee to the Bank, failing which your address as specified in this Application Form, or your last known address or the last known address of parties who have provided any form of security or guarantee to the Bank, according to the Bank's records, shall be the address for service of any notice or document.

NOTICE BY BANK VIA ANY INSTANTANEOUS MODE OF COMMUNICATION

Any notices from the Bank (including but not limited to reminders or demand for repayment of amounts due and owing to the Bank (if any)) may be given by facsimile, e-mail or other forms of instantaneous communication (including short messaging system (sms) to your last known contact number or e-mail address in the Bank's record). It shall be your responsibility to ensure that such notices sent by the Bank are not disclosed to or given access to any other parties ("disclosure to third parties"). The Bank shall not be responsible or liable for any embarrassments, losses or damages whatsoever arising from the disclosure to third parties. Such notification may be sent in Bahasa Malaysia, English or other languages as determined by the Bank.

INCREASED COSTS

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 the relevant authority:

- (i) which, taken together with the Bank's obligation under the Facility being made, would have the effect of the Bank incurring any increased cost; or
- (ii) increases the cost to the Bank in funding or maintaining the Facility, you shall promptly pay to the Bank such amount as the Bank may determine in its absolute discretion upon the Bank's notice to you and you shall indemnify the Bank against such cost or increased cost or such liability.

INDEPENDENT PAYMENT OBLIGATIONS

You hereby expressly agree and declare that each of your obligations to pay or to repay under any of the Terms and Conditions herein, 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 asset or ASB Units, property or undertaking which may be provided as security to the Bank from time to time.

INDEMNITY

Without prejudice to the foregoing terms and provisions and in addition and without prejudice to any other power, right and remedy which the Bank may be entitled to, you shall indemnify the Bank and hold the Bank harmless from and against any loss, damage and expense, 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 any guarantee and/or security documents, or on account of the non-observance of all or any of the terms, stipulations, agreements and provisions on your part or the part of any security party and/or guarantor 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 you save for any manifest error). The obligation to indemnify the Bank under this clause shall not apply if such loss, damage and expense arise from and are caused directly by the Bank's gross negligence or wilful default.

UNDERTAKING(S)

You and/or the security party irrevocably and unconditionally authorise 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 fulfil any obligation imposed under such undertaking(s) without investigation or enquiry. You 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 you 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 your and/or the security party's obligations to the Bank.

DELEGATION

The Bank may, in its absolute discretion, at any time and from time to time delegate by power of attorney or through any other available means to any person or fluctuating body of persons all or any of the powers, authorities and discretion vested in the Bank under these Terms and Conditions in relation to the ASB Units 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 responsible for any loss or damage to you arising from any act, default, omission, misconduct or negligence from such delegate or sub-delegate unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

POWER OF ATTORNEY

You by way of security hereby irrevocably appoints the Bank and every such delegate or sub-delegate (if any) as the Bank may designate as your Attorney in your name or otherwise with full powers of substitution to execute and do all such assurances, acts and things which you ought to do under the provisions of these Terms and Conditions to execute and complete any transfer or document which the Bank may require for perfecting its charge or security over the ASB Units and/or to recover and/or to receive from any party involved all sums due to you in respect of the ASB Units and/or to enforce any right in respect thereof and give valid receipts and/or to take such proceedings at your cost and expense, 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 you hereby ratify and confirm all whatsoever acts and deeds of the Attorney or Attorneys as he/she/they shall lawfully do under this Power of Attorney.

CHANGE IN LAW

If any change in law, regulation or treaty or its interpretation or application by any authority or agency charged with its administration or by any court shall make it unlawful for the Bank to give effect to the Bank's obligation under the Facility, the Bank may, by written notice, declare that such obligation be terminated on the latest date which the relevant law, regulation or treaty shall permit.

DISCLOSURE

Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by you; and (ii) require your express consent for disclosure of information to third parties for the stated purposes, you hereby agree and authorize the Bank to disclose any information relating or contained in the Application Form, these terms and conditions, the Facility, you and/or your affairs or accounts including but not limited to the 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, Amanah Saham Nasional Berhad and to any person in or outside Malaysia who provides the 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 the Bank's insurers, insurance consultants and/or to any insurance company with which you have applied for or taken any insurance policy in connection with the Facility;
- (d) 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 you 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 you): Customer Resolution Unit (CRU), P.O. Box 10338 GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel No. : +603 6204 7788 E-mail : cru@cimb.com

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

You hereby expressly confirm 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 stated in the Application Form unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

COMPLIANCE WITH LAWS/REGULATORY REQUIREMENTS/FINANCIAL SERVICES ACT 2013

The availability of the Facility is conditional upon there being no contravention of any laws in relation thereto. Without prejudice to the generality of the foregoing, the offer and availability of the Facility is conditional upon you 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 you will not contravene nor be in breach of any prevailing laws or regulatory requirement or Terms and Conditions or provision 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 ("The 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 grant of the Facility to persons connected to the Bank; (ii) any lending limit or restriction that may be imposed upon the Bank from time to time by BNM or any other governmental authority.

You shall immediately notify the Bank in writing if any of The Applicable Laws and Regulations or any of the Terms and Conditions herein ceases to be satisfied or is discovered to have not been satisfied.

In giving declaration(s) in respect of any of the aforementioned or any Terms and Conditions stated herein where required by and upon terms stipulated by the Bank, you 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 remains available or any sums remains payable.

PRIVACY CLAUSE

You hereby confirm that you have 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.my) and the clauses herein, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

In the event you provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents, for the purpose of opening or operating your account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, you (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this agreement; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this Facility/Agreement should such consent be withdrawn by any of the said third parties.

Where you instruct 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 your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.

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, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain your status as may be required to help make decisions, for example when the Bank needs 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 your portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under this agreement. You will be linked by credit reporting/reference agencies to any other names you use or have used, and any joint and several applicants. The Bank may also share information about you and how you manage your account(s)/facility(ies) with relevant credit reporting/reference agencies.

Even after you have provided the Bank with any information, you 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.

The Bank reserves the right to amend this clause from time to time at our sole discretion and shall provide twenty one (21) calendar days prior notification to you 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.

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.

You further agree 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) arising 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, the interruption, error, omission, delay, viruses or otherwise howsoever unless the same is caused directly by the Bank's gross negligence or wilful default.

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

IMPORTANT NOTICE

- (i) The Bank reserves the right to withdraw and/or cancel the Facility by giving you 7 calendar days prior notice, if the Bank discovers any information which may affect the Bank's decision to grant the Facility, or if the Bank has reasons to believe that any information supplied to the Bank is false, untrue or misleading.
- (ii) Terms and Conditions of the Facility are subject to the periodic review of the Bank and the Bank has the absolute discretion to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("the Amendment") any of these Terms and Conditions from time to time upon giving you at least 21 calendar days prior notice. Notification to you in respect of the Amendment shall be effected at the Bank's absolute discretion through any one of the following means of communication, namely, (i) by ordinary mail to your last known address; or (ii) by posting a notice regarding the Amendment at each of the Bank's branches and website regarding the Amendment where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to you upon request; or (iii) by effecting an advertisement regarding the Amendment in one newspaper of the Bank's choice or (iv) via electronic mail or by any other means of notice which the Bank may select and the Amendment shall be deemed as binding on you as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.
- (iii) The Bank reserves the right to vary the interest rates, commission, and/or any other charges. In respect of change in fees and charges and change in interest rates arising from the change in your risk profile, the Bank shall be entitled to change the fees and/or charges and/or the interest rates contained herein by giving you at least 21 calendar days' prior notice.
- (iv) The Terms and Conditions herein stated shall be in addition to and not in derogation of any Terms and Conditions as may be specified in any letter given by the Bank to you from time to time.
- (v) Where required by the Bank, you are to register any security to be provided to the Bank, with such registries as the Bank deems necessary or appropriate.
- (vi) If required by the Bank, you are to promptly provide any undertaking, confirmation, indemnity, opinion, authorisation, approval, consent, assurance, and/or any other documents which the Bank may in its discretion stipulate, all of which shall be in form and content acceptable to the Bank.
- (vii) If at any time any provision herein is or becomes invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent necessary without affecting the validity, legality or enforceability of the remaining provisions hereof.
- (viii) Time shall be of the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against you or any party who has provided any form of security or guarantee to the Bank shall not operate as a waiver thereof nor shall any partial exercise of any right, power, privilege or remedy, or prejudice affect the Bank's rights to subsequently act strictly in accordance therewith.
- (ix) These Terms and Conditions shall be binding on you, your heir(s), estates and legal representatives and the successor-in-title and assigns of the Bank.
- (x) The Terms and Conditions herein shall be subject to, governed by and construed in accordance with the laws of Malaysia and you hereby submit to the jurisdiction of the Malaysian Courts.
- (xi) In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and any other version of these terms and conditions, the English version shall prevail. Notwithstanding the aforementioned, where request is made by you for the Bahasa Malaysia version of the Terms and Conditions herein, the Bank shall provide the same and allow you to complete the relevant forms and sign the agreement in Bahasa Malaysia and such form and agreement in Bahasa Malaysia completed and signed shall form the basis of the contract between the Bank and you.

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 and facsimile numbers (or bearing such other address, telephone and facsimile numbers which the Bank may change by giving adequate notice to you): Customer Resolution Unit (CRU), P.O. Box 10338 GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel No. : +603 6204 7788 E-mail : cru@cimb.com

PENYATA PENDEDAHAN RISIKO PELABURAN DALAM UNIT AMANAH MENERUSI PEMBIAYAAN/PINJAMAN (UNTUK TABUNG UNIT AMANAH BERHARGA TETAP) UNIT TRUST FINANCING/LOAN RISK DISCLOSURE STATEMENT (FOR FIXED PRICE UNIT TRUST FUNDS)

Melabur di dalam saham amanah menerusi pembiayaan Institusi Kewangan mempunyai risiko yang lebih tinggi berbanding dengan menggunakan wang sendiri.

Anda hendaklah menilai sama ada pembiayaan/pinjaman adalah selaras dengan objektif anda, tanggapan anda terhadap risiko dan kedudukan kewangan anda. Anda perlu peka terhadap risiko-risiko terbabit seperti:

1. Lebih tinggi had pembiayaan/pinjaman (iaitu jumlah wang yang dibiaya oleh Institusi Kewangan bagi setiap ringgit wang anda yang diletakkan sebagai deposit atau wang pendahuluan), maka lebih tinggilah potensi kerugian atau laba anda.
2. Anda perlu menilai sama ada anda berupaya membuat pembayaran atas cadangan pembiayaan/pinjaman anda. Sekiranya pembiayaan/pinjaman anda adalah pada kadar berubah-ubah, dan jika kadar keuntungan/faedah meningkat, maka jumlah bayaran pembiayaan/pinjaman turut meningkat.
3. Pulangan dari unit amanah adalah tidak terjamin dan tidak tetap setiap tahun. Ini bermakna anda mungkin mendapat pulangan yang tinggi dalam sesuatu tahun, dan tiada pulangan pada tahun yang lain. Oleh itu, risiko semulajadi pelaburan melalui pembiayaan institusi kewangan termasuk keupayaan untuk membayar balik pembiayaan/pinjaman di mana pulangan dari pelaburan unit amanah adalah tidak sepadan dengan jumlah keuntungan yang perlu dibayar untuk pembiayaan/pinjaman tersebut.

Penyata ringkas di atas tidak dapat mendedahkan semua risiko-risiko dan lain-lain aspek berkenaan pembiayaan /pinjaman. Anda hendaklah meneliti secara terperinci syarat-syarat yang dikenakan sebelum anda membuat keputusan untuk mengambil pembiayaan/pinjaman. Sekiranya anda masih ragu-ragu tentang sebarang aspek risiko ini atau syarat-syarat pembiayaan/pinjaman, anda hendaklah merujuk kepada institusi yang menawarkan pembiayaan/pinjaman tersebut.

PENGESAHAN PENERIMAAN PENYATA PENDEDAHAN RISIKO

Saya mengesahkan bahawa telah menerima satu salinan Penyata Pendedahan Risiko Pelaburan Dalam Unit Amanah Menerusi Pembiayaan/Pinjaman dan telah memahami isi kandungan yang telah diterangkan kepada saya.

Investing in a unit trust fund with money financed by Financial Institution is more risky than investing with your own savings.

You should assess if financing/loan is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include of the following:

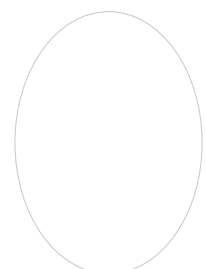
1. The higher the margin of financing/loan (that is, the amount of money financed by the Financial Institution for every ringgit of your own money which you put in as deposit or down payment), the greater the potential for losses as well as gains.
2. You should assess whether you have the ability to service the payments on the proposed financing/loan. If your financing/loan is a variable rate financing/loan, and if profit/interest rates rise, your total payment amount will be increased.
3. Returns on unit trusts are not guaranteed and may not be earned evenly every year. This means that there may be some years where returns are high and other years where there is no return from the investment of the unit trusts. Hence, the inherent risk of investing with money financed by the Financial Institution includes the ability to service financing/loan payments should the return from investment in a unit trust fund does not commensurate with the profit/interest expenses arising from the financing/loan.

The above brief statement cannot disclose all the risks and other aspects of financing/loan. You should therefore carefully study the terms and conditions before you decide to take a financing/loan. If you are in doubt about any aspect of this risk disclosure statement or the terms of the financing/loan, you should consult the institution offering the financing/loan.

ACKNOWLEDGMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT

I acknowledge that I have received a copy of this Unit Trust Financing/Loan Risk Disclosure Statement and understand its contents.

Tandatangan/Signature : _____
Tarikh/Date : _____
Nama Penuh/Full name : _____
No. K/P/ I/C No. : _____
No. Ahli/ Account No. : _____



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SURAT AKUAN DAN PENGESAHAN

ARAHAN PENTING

- Dokumen ini hendaklah dilengkapkan oleh semua pemegang unit yang memohon kemudahan berikut dari mana-mana Institusi Pemberi Pembiayaan (IPP) yang diiktiraf oleh ASNB:
(a) Pelaburan melalui pembiayaan (b) Cagaran sijil atau unit pelaburan.
- ASNB berhak untuk menolak mana-mana permohonan yang tidak memenuhi syarat dan ASNB tidak akan menanggung sebarang kerugian yang dialami oleh mana-mana pihak disebabkan sijil/unit pelaburan yang tidak dicagar atau di atas kegagalan mematuhi arahan ini.
- Sila tandakan ✓ di bahagian yang berkenaan.

SURAT AKUAN DAN PENGESAHAN

- Saya seperti nama yang tercatat di sini adalah seorang pemegang unit tabung Unit Amanah ASNB.
- Saya mengaku bahawasanya saya telah diberi penerangan oleh wakil Institusi Pemberi Pembiayaan (IPP) dan saya mengaku faham terma dan syarat berhubung pembiayaan pelaburan dan cagaran unit pelaburan bagi tabung Unit Amanah ASNB dan saya bersetuju untuk mematuhi dan terikat dengan syarat-syarat serta peraturan-peraturan yang ditetapkan tersebut.

Antara penerangan yang telah diberikan kepada saya adalah seperti berikut :

- i. Perkara-perkara yang perlu diketahui oleh pemegang unit sebelum membuat pelaburan unit amanah melalui pembiayaan – Risalah “Know Your Loan” (KYL).
 - ii. Kemudahan pembelian Sijil Berganda (“Multiple Certificate”) adalah salah satu kaedah perancangan kewangan bagi pelaburan melalui pembiayaan.
 - iii. Manfaat pelan takaful / insuran bagi melindungi pembiayaan pelaburan pemegang unit, sekiranya pemegang unit meninggal dunia atau hilang upaya kekal.
 - iv. Syarat dan tatacara tuntutan terhadap pembiayaan pelaburan, sekiranya pemegang unit meninggal dunia atau mufis.
 - v. Penamatan awal pembiayaan pelaburan unit amanah dan kesannya terhadap pelaburan pemegang unit.
- Saya dengan ini memohon kepada ASNB untuk mencagarkan unit pelaburan milik saya kepada IPP pilihan saya. Saya mengisytiharkan dan mengaku bahawa jumlah terkumpul sijil / unit pelaburan saya yang masih bercagar adalah tidak melebihi jumlah berikut dalam tabung unit amanah yang saya miliki iaitu :-
 - Dua ratus ribu unit (200,000) bagi tabung Amanah Saham Bumiputera (ASB) dan Amanah Saham Bumiputera 2 (ASB2), setiap satu.
 - Dua juta unit (2 juta) bagi lain-lain tabung Unit Amanah ASNB, setiap satu.
 - Saya berakujanji bahawa saya tidak akan membuat apa-apa dakwaan atau tuntutan kepada ASNB berkenaan cagaran unit pelaburan milik saya dan saya tidak akan membuat apa-apa dakwaan atau tuntutan terhadap apa-apa tindakan yang diambil oleh pihak ASNB selaras dengan syarat-syarat serta peraturan berhubung cagaran unit pelaburan.
 - Saya dengan ini bersetuju dan faham sekiranya saya tidak mematuhi atau memberi maklumat yang tidak benar berkenaan perkara di atas, saya bersetuju untuk membenarkan pihak ASNB/Ejen ASNB menjual balik sijil / unit pinjaman/cagaran terbaru yang saya miliki dan saya tidak akan menuntut sebarang gantirugi kepada ASNB/Ejen ASNB di atas tindakan tersebut.

MAKLUMAT PEMEGANG UNIT

Nama Penuh : _____	Tandatangan : _____
No. K/P : _____	Tarikh : _____
No. Telefon : _____	

DISAHKAN OLEH EJEN

Saya dengan ini mengesahkan dan mengaku telah memberi keterangan secara jelas dan terperinci berkaitan manfaat dan risiko berkaitan pelaburan melalui pembiayaan kepada pemegang unit.

.....
(Tandatangan, Cop nama, jawatan)

.....
(Tarikh)



PRE-DISBURSEMENT CONDITIONS

Funds will be disbursed in one lump sum payment direct to Amanah Saham Nasional Berhad for the purchase of Amanah Saham Bumiputera (ASB) Units as stated in this Application Form or such other number of ASB Units that you shall be entitled to purchase as determined by ASNB, whichever shall be the lower, subject to the fulfilment of the following conditions:

- (i) Upon the Bank's receipt of this Application Form duly accepted and signed by you; and
- (ii) ASNB Unit Trust Loan Financing Risk Disclosure Statement and Declaration Form (Surat Akuan & Pengesahan) must have been pre-signed and received by the Bank; and
- (iii) Differential sum in loan amount paid (if any); and
- (iv) Receipt by the Bank of any insurance policies required by the Bank, which insurance policies shall be in form and content acceptable to the Bank, from insurers acceptable to the Bank; and
- (v) The Bank must have received confirmation from Amanah Saham Nasional Berhad regarding your entitlement to purchase the relevant ASB Units; and
- (vi) The Bank must have received favourable results of searches and no negative indications from CCRIS, FIS or any other reference agencies deemed necessary by the Bank; and
- (vii) The grant of the Facility has been approved by the Bank.

LETTER OF NOTIFICATION

Upon the Bank's acceptance of your application for the Facility (which shall be determined at the Bank's sole discretion), the Bank will mail to you a letter of notification stating the facility amount granted based on the number of ASB Units as stated in this Application Form or such other number of ASB Units that you shall be entitled to purchase as determined by ASNB, whichever shall be the lower and the relevant insurance premium payable, the total amount of interest charged, the total repayment amount, duration of the loan, particulars of the ASB Units which have been charged to the Bank in support of the Facility, the applicable interest rate and base rate of the Facility, the instalment amount(s) and the effective date for the instalment amount(s), fees and other charges and any other Terms and Conditions ("Letter of Notification"). The Letter of Notification shall be a computer generated notice and would not be signed but shall be deemed as having been issued by the Bank.

You are required to promptly notify the Bank in writing within 14 calendar days from the date you receive or are deemed to have received the Letter of Notification from the Bank of any error of omission or in the event that you do not wish to proceed with the Facility, failing which you shall be deemed to have confirmed and accepted the Terms and Conditions as set out in the Letter of Notification and you shall be precluded from making any claim against the Bank alleging that the Terms and Conditions as set out in the Letter of Notification contains any error or omission and/or that the same is not confirmed and accepted by you or you do not wish to proceed with the Facility. In the event you notify the Bank in writing that you do not wish to proceed with the Facility within the aforesaid 14 calendar days, you will remain liable for the documentation fee and stamp duties relating to the Facility.

REPAYMENT AND INTEREST

- (i) The Facility shall be subject to periodic review and repayable after 7 calendar days from the Bank's demand.
- (ii) The first instalment is due on the first day of the following month after the date of full disbursement of the Facility or such other due date(s) as the Bank may notify you. Thereafter the instalments shall be due on or before the first day of each month or such other due date(s) as the Bank may notify you. The instalment amount payable will be based on the interest rate at the time of commencement of the first instalment. This instalment amount is subject to change based on any variation of the interest rate which may be made by the Bank under the Terms and Conditions herein. The last instalment may be subject to variation by the Bank and shall be payable on a date to be notified by the Bank.
- (iii) Pending commencement of the first instalment, you shall pay the interest calculated on daily basis.

LATE PAYMENT

Interest on late payment of interest and/or instalment will be charged at the rate of 1% p.a. on a daily rest basis or at such rate as the Bank may from time to time stipulate, upon giving you 21 calendar days prior notice and will be charged on the next day after due date.

CAPITALISATION OF INTEREST

Unless any other interest payment period is specified by the Bank, you shall pay the interest chargeable monthly. Any non-payment of interest as stipulated shall cause it to be capitalised and added to the principal sum/amount outstanding.

EARLY SETTLEMENT/PARTIAL SETTLEMENT

Early Settlement

You shall be entitled to request for early settlement of the Facility fully or redeem the Facility during the tenure ("Early Settlement") by giving advance written notice to the Bank at any time via such designated channel(s) as may be allowed by the Bank. The closure of your loan account by the Bank, following your full settlement of the Facility on the date(s) as determined by the Bank, pursuant to your notice for Early Settlement shall be irrevocable.

Partial Settlement

- (a) You may partially pay such amount ("Partial Amount") at any time and from time to time during the tenure by giving advance written notice to the Bank via such designated channel(s) as may be allowed by the Bank.
- (b) Such Partial Amount shall be applied directly into your loan account for reduction of the principal amount, subject to the settlement of any arrears, monthly instalment(s) payable and other outstanding charges payable by you and/or by any guarantor and/or any other party who has provided security for the Facility (each a "Security Party") to the Bank before being applied towards reduction of the principal amount where such reduction will result in you saving interest.
- (c) Such payment shall in no way allow you a reduction in the monthly instalment amount but only to a reduction in the number of instalments in the inverse order of maturity unless agreed upon by the Bank in writing. Notwithstanding the payment of the Partial Amount in your loan account, you shall continue paying the monthly instalments and all other monies due and payable.
- (d) For the purpose of effecting payment under the provision herein, you must request the Bank to utilise the relevant payment tendered specifically for reduction of the principal amount, failing which the Bank shall regard such payment as advance payment wherein the Bank shall treat the payment towards future instalments in direct order of maturity as and when they fall due.

SPECIAL CONDITIONS

The Bank will only finance the applicable insurance premium Group Amanah Saham Assurance (GASA) up to a maximum of five percent of the amount of the term loan facility. Shortfall in Group Amanah Saham Assurance (GASA) is to be self-financed with Sun Life Malaysia Assurance Berhad (if applicable).

In the event the Facility is recalled, cancelled withdrawn and/or suspended by the Bank in accordance with the terms and conditions of the Facility, the GASA insurance coverage shall be terminated with immediate effect upon the Bank's notification to Sun Life Malaysia. The Bank is authorised to claim the application cash value from Sun Life Malaysia towards payment of the actual outstanding amount owing under the Facility.

LEGAL FEES AND OTHER CHARGES

All legal and incidental costs and expenses whatsoever in connection with the preparation, completion, recovery and/or enforcement of the loan and/or security documents including legal fees, stamp duties (including ad valorem and other similar duties and taxes and any penalty thereof) relating to the Facility are payable by you and any fee or expense incurred in connection thereto shall be borne by you. The Bank retains the right to debit all fees and expenses incurred by the Bank from your loan account.

Without prejudice to any other provisions herein, you shall be liable for any goods and services tax payable in connection with or arising out of the Terms and Conditions herein or the Facility or any services in connection therewith. You shall indemnify and keep the Bank indemnified in respect of the payment of such goods and services tax. You further irrevocably authorise the Bank to deduct such amounts as are required to pay the relevant goods and services tax from any of your account(s) held with the Bank.

ASB UNITS AS SECURITY

You (and/or any security party, wherever applicable) hereby charge and/or assign and/or pledge to and/or deposit with the Bank by way of a first fixed charge your (and/or any security party's, wherever applicable) Amanah Saham Bumiputera Units from Amanah Saham Nasional Berhad (ASNB) as stated in this Application Form or such other number of Amanah Saham Bumiputera Units that you shall be entitled to purchase as determined by ASNB (as the case may be) which are financed by the Bank ("ASB Units"), as continuing security for the repayment, on demand, of all and/or any of your liabilities with the Bank whether currently or hereafter owing including interests and all other charges up to the date of payment.

During the continuance of the Facility and so long thereafter until the whole 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.

The Bank may in its absolute discretion require you (and/or the security party, wherever applicable) 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 you (and/or the security party, wherever applicable) shall act/do as required within the period stipulated by the Bank.

You 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 the ASB Units or which may result in any alteration or impairment of these Terms and Conditions herein or any of the rights hereby created.

CONTINUING SECURITY

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

- (i) that you or any security party cease to be indebted to the Bank for any period or periods;
- (ii) that any of your 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;
- (iii) 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
- (iv) your bankruptcy or the bankruptcy/winding up of any security party, whether voluntary or compulsory.

LIENS AND OTHER RIGHTS

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 you and/or security party, have a general lien on all your securities and other assets 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.

Nothing contained herein 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 monies owing by you 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 monies lent or advanced, interest thereon and other monies aforesaid or any right or remedy of the Bank under such bill, note, guarantee, charge or other security.

COVENANT TO PROVIDE FURTHER SECURITY

You 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 your assets. Such security instruments, encumbrances or agreements shall be prepared by or on behalf of the Bank at your cost and expense and shall contain all such terms and conditions for the benefit of the Bank as the Bank may require.

EVENTS OF DEFAULT AND CROSS DEFAULT

The Bank shall be entitled to recall, cancel, withdraw and/or suspend the Facility upon the occurrence of any event of default, which may include the following:

- (i) Your failure to pay the monthly instalment when due herein (including but not limited to non-payment of interest, capitalised interest and all monies including any disbursement due and owing to the Bank herein) and such amount is in arrears for 2 months, irrespective whether a demand has been made by the Bank or not;
- (ii) Your inability to pay your indebtedness with any third party when due or your commission of any act of bankruptcy or any steps and/or proceedings are taken for bankruptcy against you;
- (iii) If any security and/or guarantee provided to the Bank shall become invalid, unenforceable or incapable of being perfected;
- (iv) Any breach of any of the terms and/or conditions of the Facility;
- (v) You and/or any one of you (i.e. where the borrower/customer comprises of more than one person) and/or any of the parties who have given security for the Facility ("Security Party") shall die or shall be of unsound mind;
- (vi) If any sum herein shall be due from you and/or any of the Security Party and/or any guarantor (collectively, "the Obligors") to the Bank from time to time or at any time and/or any other third party from time to time or at any time or if any of the Obligors may be or become liable to the Bank anywhere on any banking, loan, any other credit facility or any other account current or otherwise ("the account(s)") or in any other manner whatsoever including but not limited to liability of any of the Obligors incurred to the Bank as surety(ies) or guarantor(s) or if default is made in relation to any provision governing the account(s);
- (vii) if you should have furnished false or inaccurate information or data to the Bank or omit any facts which would affect the Bank's decision to grant the Facility;
- (viii) If any legal proceedings, suit or action shall be commenced, instituted, taken or threatened against the Borrower and/or the Security Party and the Bank in its sole opinion is of the view that this will adversely affect the Borrower's or the Security Party's ability to observe or perform their respective obligations under the Terms and Conditions herein.
- (ix) If at any time, as a result of the Borrower and/or the Security Party's domicile, nationality, residency status, tax status, or any other relevant status, the provision or continue provision of the Facility, would or might in the Bank's opinion constitute a breach of the Bank's internal requirement, policies, or any applicable law, regulation, or requirement of any regulatory authority (whether or not having the force of law), or is not in accordance with the Bank's usual business practice and procedure.
- (x) If you and/or the Security Party is subject to or is involved in any investigation, disciplinary action or criminal proceedings by any regulatory or statutory or other body whatsoever (whether or not having the force of law).

You shall also be considered in default in the event that your loan Facility is in arrears or any of the Terms and/or Conditions in other loans provided to you by the Bank are breached. The Bank retains an absolute right to reject or recall the Facility granted to you in the event there is any indication of a change in your creditworthiness and your ability to service obligations under this loan on the agreed Terms and Conditions.

Upon the occurrence of any of the events of default stated above, the Bank reserves the right to, after giving 7 calendar days notice to you, recall, cancel, withdraw and/or suspend the Facility, and you and/or any one of you shall after 7 calendar days from the Bank's said written notice to you and/or any one of you repay all amounts outstanding under the Facility, and the Bank may exercise all its rights and remedies at law and in equity, including but not limited to commencing legal action against you and/or the Security Party and the security in favour of the Bank shall become immediately enforceable and exercisable by the Bank.

DISPOSAL OF ASB UNITS CHARGED TO THE BANK

The Bank reserves the right to, after giving you 7 calendar days notice, dispose off, liquidate or sell the ASB Units pledged or charged to 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, upon the occurrence of any event of default as stated herein or your breach of any obligations to the Bank whether under the Facility or any other facilities and/or agreement(s) with the Bank. Proceeds of the sale will be credited towards adjustment and/ or settlement of your liability with the Bank. Any shortfall in the account is to be settled by you. In addition to and not in derogation of any provisions herein, the powers of the Bank shall include (but shall not be limited to) the power:- (i) 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 realise or concur in the selling, exchanging, converting into money or disposing of or realising or concur in the selling, exchanging, converting into money or disposing of or realising 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.

You 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.

The Bank (including its delegate and sub-delegate) shall not be liable under any circumstances whatsoever or for any reasons whatsoever to you or to any parties for any loss or damage or diminution in price/value as a result of the Bank realising 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.

DISCRETION OF BANK AS TO APPLICATION/ SUSPENSE ACCOUNT

If any sum paid or recovered in respect of your liabilities is less than the amount owing, the Bank may subject to any regulations and guidelines issued

by Bank Negara Malaysia from time to time, apply that sum to instalments in arrears, fee, charges, principal or any amount due in such proportion and order and generally in such manner as the Bank thinks fit.

The Bank may place any monies received from you and/or Obligors into a non-interest bearing suspense account if the Bank reasonably deems fit without any obligation to apply such monies towards settlement of the debt owed by you provided that if the Bank exercises its right to place the monies received towards the settlement of the debt into a suspense account, it shall as soon as practicable after the placement into a suspense account notify you and/or the Obligors of the same and give you reasons for its action. Notwithstanding such payment, in the event of your bankruptcy, the Bank may prove for and accept any dividend or composition in respect of the whole of the debt due to the Bank.

MATERIAL ADVERSE CHANGE

The Bank reserves the right to terminate the Facility, upon giving you 7 calendar days prior notice, in the event of any material adverse change in your financial conditions which might affect your ability to comply with the obligations under the Terms and Conditions herein.

STATEMENT BY BANK CONCLUSIVE EVIDENCE

A statement or notice by the manager or any duly authorised officer or agent of the Bank for the time being or computer generated notices issued by the Bank which do not require signatures, provided at least once a year 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 be conclusive evidence for all purposes (including but not limited to legal proceedings) and shall not be questioned on any account whatsoever, save and except where there is manifest error. In addition, should you fail to report any error therein to the Bank within such period as prescribed by the Bank, such statement or notice shall be conclusive evidence of your liability (ies) to the Bank of the amount stated therein.

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 guarantor 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 Obligors' existing accounts (whether current, deposit, loan or any other nature whatsoever and whether in Ringgit or any other currency) wheresoever situate ("Accounts") and set off or transfer any available balance or any sum standing to the credit of any one or more of such Accounts for or towards satisfaction any of the indebtedness of the Obligors upon the Bank giving seven (7) calendar days' prior notice to the Obligors. 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.

RIGHT TO OUTSOURCE DEBT COLLECTION

Subject to and not in derogation of its rights under these Terms and Conditions herein, the Bank shall have the right, at its sole discretion, and when it deems necessary to appoint and authorise an agent of its choice and on its behalf to collect all and any sums due to the Bank from you under these Terms and Conditions. Such appointment and authorisation will be made known to you at least seven (7) calendar days in advance if the collection of sums due for the account is to be outsourced to a third party debt collection agency. The Bank will inform you of the impact on your rights and obligations after the account has been transferred to a third party debt collection agency or sold to a third party. Under specific circumstances where you are not contactable, the Bank is considered to have fulfilled the obligation if such notice has been sent to your last known address at least seven (7) calendar days in advance. The Bank shall provide you with the name and contact details of the appointed third party debt collection agency or the third party to whom the Bank has outsourced the collection of all and any sums due from you to the Bank.

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 these Terms and Conditions herein, in the Letter of Notification and/or any security provided herein in support of the Facility to any other party by giving you seven (7) calendar days prior notice. You may not transfer or assign any of your rights, benefits and obligations under these Terms and Conditions, in the Letter of Notification 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.

NOTICES

Any notice required to be given:

- (i) to the Bank shall be addressed and delivered to this Branch, marked for the attention of the Manager.
- (ii) to you shall be addressed and delivered to you at your last known address.

Every notice or other communication shall be in writing and unless provided otherwise, be deemed to have been received (if sent by post) three (3) calendar days after dispatch and (if delivered personally) at the time of delivery or dispatch if during normal business hours in the place and otherwise at the opening of business in that place on the next succeeding such working day, provided that any notice or communication to be made or delivered by you to the Bank shall be effective only when the Bank actually receives it.

You are to notify the Bank promptly of any change of your address and/or contact details or the address and/or contact details of any party who has provided any form of security or guarantee to the Bank, failing which your address as specified in this Application Form, or your last known address or the last known address of parties who have provided any form of security or guarantee to the Bank, according to the Bank's records, shall be the address for service of any notice or document.

NOTICE BY BANK VIA ANY INSTANTANEOUS MODE OF COMMUNICATION

Any notices from the Bank (including but not limited to reminders or demand for repayment of amounts due and owing to the Bank (if any)) may be given by facsimile, e-mail or other forms of instantaneous communication (including short messaging system (sms) to your last known contact number or e-mail address in the Bank's record). It shall be your responsibility to ensure that such notices sent by the Bank are not disclosed to or given access to any other parties ("disclosure to third parties"). The Bank shall not be responsible or liable for any embarrassments, losses or damages whatsoever arising from the disclosure to third parties. Such notification may be sent in Bahasa Malaysia, English or other languages as determined by the Bank.

INCREASED COSTS

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 the relevant authority:

- (i) which, taken together with the Bank's obligation under the Facility being made, would have the effect of the Bank incurring any increased cost; or
- (ii) increases the cost to the Bank in funding or maintaining the Facility, you shall promptly pay to the Bank such amount as the Bank may determine in its absolute discretion upon the Bank's notice to you and you shall indemnify the Bank against such cost or increased cost or such liability.

INDEPENDENT PAYMENT OBLIGATIONS

You hereby expressly agree and declare that each of your obligations to pay or to repay under any of the Terms and Conditions herein, 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 asset or ASB Units, property or undertaking which may be provided as security to the Bank from time to time.

INDEMNITY

Without prejudice to the foregoing terms and provisions and in addition and without prejudice to any other power, right and remedy which the Bank may be entitled to, you shall indemnify the Bank and hold the Bank harmless from and against any loss, damage and expense, 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 any guarantee and/or security documents, or on account of the non-observance of all or any of the terms, stipulations, agreements and provisions on your part or the part of any security party and/or guarantor 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 you save for any manifest error). The obligation to indemnify the Bank under this clause shall not apply if such loss, damage and expense arise from and are caused directly by the Bank's gross negligence or wilful default.

UNDERTAKING(S)

You and/or the security party irrevocably and unconditionally authorise 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 fulfil any obligation imposed under such undertaking(s) without investigation or enquiry. You 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 you 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 your and/or the security party's obligations to the Bank.

DELEGATION

The Bank may, in its absolute discretion, at any time and from time to time delegate by power of attorney or through any other available means to any person or fluctuating body of persons all or any of the powers, authorities and discretion vested in the Bank under these Terms and Conditions in relation to the ASB Units 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 responsible for any loss or damage to you arising from any act, default, omission, misconduct or negligence from such delegate or sub-delegate unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

POWER OF ATTORNEY

You by way of security hereby irrevocably appoints the Bank and every such delegate or sub-delegate (if any) as the Bank may designate as your Attorney in your name or otherwise with full powers of substitution to execute and do all such assurances, acts and things which you ought to do under the provisions of these Terms and Conditions to execute and complete any transfer or document which the Bank may require for perfecting its charge or security over the ASB Units and/or to recover and/or to receive from any party involved all sums due to you in respect of the ASB Units and/or to enforce any right in respect thereof and give valid receipts and/or to take such proceedings at your cost and expense, 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 you hereby ratify and confirm all whatsoever acts and deeds of the Attorney or Attorneys as he/she/they shall lawfully do under this Power of Attorney.

CHANGE IN LAW

If any change in law, regulation or treaty or its interpretation or application by any authority or agency charged with its administration or by any court shall make it unlawful for the Bank to give effect to the Bank's obligation under the Facility, the Bank may, by written notice, declare that such obligation be terminated on the latest date which the relevant law, regulation or treaty shall permit.

DISCLOSURE

Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by you; and (ii) require your express consent for disclosure of information to third parties for the stated purposes, you hereby agree and authorize the Bank to disclose any information relating or contained in the Application Form, these terms and conditions, the Facility, you and/or your affairs or accounts including but not limited to the 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, Amanah Saham Nasional Berhad and to any person in or outside Malaysia who provides the 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 the Bank's insurers, insurance consultants and/or to any insurance company with which you have applied for or taken any insurance policy in connection with the Facility;
- (d) 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 you 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 you): Customer Resolution Unit (CRU), P.O. Box 10338 GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel No. : +603 6204 7788 E-mail : cru@cimb.com

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

You hereby expressly confirm 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 stated in the Application Form unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

COMPLIANCE WITH LAWS/REGULATORY REQUIREMENTS/FINANCIAL SERVICES ACT 2013

The availability of the Facility is conditional upon there being no contravention of any laws in relation thereto. Without prejudice to the generality of the foregoing, the offer and availability of the Facility is conditional upon you 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 you will not contravene nor be in breach of any prevailing laws or regulatory requirement or Terms and Conditions or provision 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 ("The 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 grant of the Facility to persons connected to the Bank; (ii) any lending limit or restriction that may be imposed upon the Bank from time to time by BNM or any other governmental authority.

You shall immediately notify the Bank in writing if any of The Applicable Laws and Regulations or any of the Terms and Conditions herein ceases to be satisfied or is discovered to have not been satisfied.

In giving declaration(s) in respect of any of the aforementioned or any Terms and Conditions stated herein where required by and upon terms stipulated by the Bank, you 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 remains available or any sums remains payable.

PRIVACY CLAUSE

You hereby confirm that you have 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.my) and the clauses herein, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

In the event you provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents, for the purpose of opening or operating your account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, you (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this agreement; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this Facility/ Agreement should such consent be withdrawn by any of the said third parties.

Where you instruct 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 your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.

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, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain your status as may be required to help make decisions, for example when the Bank needs 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 your portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under this agreement. You will be

linked by credit reporting/reference agencies to any other names you use or have used, and any joint and several applicants. The Bank may also share information about you and how you manage your account(s)/facility(ies) with relevant credit reporting/reference agencies.

Even after you have provided the Bank with any information, you 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.

The Bank reserves the right to amend this clause from time to time at our sole discretion and shall provide twenty one (21) calendar days prior notification to you 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.

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.

You further agree 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) arising 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, the interruption, error, omission, delay, viruses or otherwise howsoever unless the same is caused directly by the Bank's gross negligence or wilful default.

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

IMPORTANT NOTICE

- (i) The Bank reserves the right to withdraw and/or cancel the Facility by giving you 7 calendar days prior notice, if the Bank discovers any information which may affect the Bank's decision to grant the Facility, or if the Bank has reasons to believe that any information supplied to the Bank is false, untrue or misleading.
- (ii) Terms and Conditions of the Facility are subject to the periodic review of the Bank and the Bank has the absolute discretion to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("the Amendment") any of these Terms and Conditions from time to time upon giving you at least 21 calendar days prior notice. Notification to you in respect of the Amendment shall be effected at the Bank's absolute discretion through any one of the following means of communication, namely, (i) by ordinary mail to your last known address; or (ii) by posting a notice regarding the Amendment at each of the Bank's branches and website regarding the Amendment where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to you upon request; or (iii) by effecting an advertisement regarding the Amendment in one newspaper of the Bank's choice or (iv) via electronic mail or by any other means of notice which the Bank may select and the Amendment shall be deemed as binding on you as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.
- (iii) The Bank reserves the right to vary the interest rates, commission, and/or any other charges. In respect of change in fees and charges and change in interest rates arising from the change in your risk profile, the Bank shall be entitled to change the fees and/or charges and/or the interest rates contained herein by giving you at least 21 calendar days' prior notice.
- (iv) The Terms and Conditions herein stated shall be in addition to and not in derogation of any Terms and Conditions as may be specified in any letter given by the Bank to you from time to time.
- (v) Where required by the Bank, you are to register any security to be provided to the Bank, with such registries as the Bank deems necessary or appropriate.
- (vi) If required by the Bank, you are to promptly provide any undertaking, confirmation, indemnity, opinion, authorisation, approval, consent, assurance, and/or any other documents which the Bank may in its discretion stipulate, all of which shall be in form and content acceptable to the Bank.
- (vii) If at any time any provision herein is or becomes invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent necessary without affecting the validity, legality or enforceability of the remaining provisions hereof.
- (viii) Time shall be of the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against you or any party who has provided any form of security or guarantee to the Bank shall not operate as a waiver thereof nor shall any partial exercise of any right, power, privilege or remedy, or prejudice affect the Bank's rights to subsequently act strictly in accordance therewith.
- (ix) These Terms and Conditions shall be binding on you, your heir(s), estates and legal representatives and the successor-in-title and assigns of the Bank.
- (x) The Terms and Conditions herein shall be subject to, governed by and construed in accordance with the laws of Malaysia and you hereby submit to the jurisdiction of the Malaysian Courts.
- (xi) In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and any other version of these terms and conditions, the English version shall prevail. Notwithstanding the aforementioned, where request is made by you for the Bahasa Malaysia version of the Terms and Conditions herein, the Bank shall provide the same and allow you to complete the relevant forms and sign the agreement in Bahasa Malaysia and such form and agreement in Bahasa Malaysia completed and signed shall form the basis of the contract between the Bank and you.

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 and facsimile numbers (or bearing such other address, telephone and facsimile numbers which the Bank may change by giving adequate notice to you): Customer Resolution Unit (CRU), P.O. Box 10338 GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel No. : +603 6204 7788 E-mail : cru@cimb.com

▶ IMPORTANT NOTE

Should you require any assistance, please contact our sales officer.

Name

Branch/Centre

Tel. no

We look forward to a mutually beneficial relationship with you.

PRODUCT DISCLOSURE SHEET

(Read this Product Disclosure Sheet before you decide to take up the ASB Financing. Be sure to also read the ASB Financing Terms and Conditions. Seek clarification from CIMB Bank if you do not understand any part of this document or the general term.)

CIMB Bank Berhad

ASB Financing (“Facility”)

Date : _____

1. What is this product about?

This is a secured term loan facility calculated on a variable rate basis granted to individual/joint individual borrowers to finance the purchase of Amanah Saham Bumiputera (ASB) or Amanah Saham Bumiputera 2 (ASB2) Units from Amanah Saham Nasional Berhad.

The term or reference “ASB Units” shall mean the ASB Units or ASB2 Units, as the case may be, which are purchased and financed by the Bank and which are charged and/or assigned and/or pledged to and/or deposited with the Bank as security. The ASB Units shall be in such number of ASB Unit certificates as determined by ASN taking into account the number of certificates requested by you.

Group Amanah Saham Assurance (GASA) is an optional insurance plan you may choose to take up to protect your ASB Financing. The GASA insurance plan is offered, underwritten and issued by Sun Life Malaysia Assurance Berhad.

2. What do I get from this product?

- Total amount borrowed : RM _____
- Amount of ASB Units and number of Certificate(s) : _____ units of Amanah Saham Bumiputera / Amanah Saham Bumiputera 2
- Margin of Financing : _____
- Effective Interest Rate : _____
- Duration : _____ years

3. What is the Base Rate (BR)?

The BR is made up of two parts, our benchmark cost of funds (BCOF) and the Statutory Reserve Requirements (SRR) cost imposed by Bank Negara Malaysia. Our BCOF reflects the cost of funding for floating rate loans/financing and mainly comprises Customer Deposits and other floating rate funding raised by the Bank to fund these loans.

4. What are possible scenarios to trigger a change in the BR?

Our BR can rise or fall due to changes in the BCOF and changes in the SRR. Changes in the BCOF could occur due to changes in the Overnight Policy Rate (OPR) as decided by the Monetary Policy Committee of Bank Negara Malaysia, as well as other factors such as changes in the cost of funds used to fund floating rate loans/financing.

Example:

If the cost of customer deposits rises, the BCOF will rise as customer deposits is part of the components used to fund floating rate loans/financing. The higher BCOF will trigger a rate increase in the BR.

5. Historical BCOF since implementation of BR

Please refer to www.cimb.com.my for this information.

PRODUCT DISCLOSURE SHEET

(Read this Product Disclosure Sheet before you decide to take up the ASB Financing. Be sure to also read the ASB Financing Terms and Conditions. Seek clarification from CIMB Bank if you do not understand any part of this document or the general term.)

CIMB Bank Berhad

ASB Financing ("Facility")

Date : _____

6. What are my obligations?

Today (BR = _____ %)

- Monthly instalment RM _____
- The total interest cost at the end of your loan tenure RM _____
- The total amount you must pay back, including the amount borrowed is RM _____

If BR goes up 1.00%

- Monthly instalment RM _____
- The total interest cost at the end of your loan tenure RM _____
- The total amount you must pay back, including the amount borrowed is RM _____

If BR goes up 2.00%

- Monthly instalment RM _____
- The total interest cost at the end of your loan tenure RM _____
- The total amount you must pay back, including the amount borrowed is RM _____

Interest is calculated as per the below formula:
Amount Disbursed x Effective Interest Rate x n / 365

Note : Total repayment amount and interest rate on this term loan facility may vary if BR changes.

7. What are the fees and charges I have to pay?

- a) Documentation Fee (Non Refundable): RM50 (i.e. RM50 payable for each ASB Units Certificate) and RM10 will be charged upon disbursement of the financing.
- b) The following service fees will be charged to your Facility account for every payment made via:
 - (i) cash deposit machine and cheque deposit machine: RM0.50; and
 - (ii) over-the-counter at any bank branch: RM2.00

All fees and charges are non-refundable and may be updated by the Bank on its website from time to time. You shall be liable for any taxes payable in connection with or arising out of this ASB Financing Facility or any services in connection therewith.

8. What if I fail to fulfil my obligations?

In the event that the loan is in arrears for 2 months, the charged and/or assigned and/or pledged and/or deposited ASB Units Certificate(s) will be liquidated immediately and the proceeds will be used for settlement of the loan.

Late payment: Interest on late payment of interest and/or instalment will be charged at the rate of 1% p.a. on a daily rest basis or at such rate as the Bank may from time to time stipulate, upon giving you 21 calendar days prior notice and will be charged on the next day after due date.

Right to set off: 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 guarantor and/or security party shall be secured by the security created herein or from time to time by you in favour of the Bank. The Bank may set-off any credit balance in any account(s) maintained with the Bank against any outstanding balance in the term loan facility upon giving seven (7) calendar days' prior notice. 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 said accounts.

Right to Outsource Debt Collection: If any money payable under the term loan facility is required to be recovered from you, the Bank reserves the right, after giving seven (7) calendar days prior notice to you, outsource the debt collection to an external agency which the Bank chooses at its sole discretion and you 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.

Legal action: Legal action will be taken if you fail to respond to reminder notices. Legal action against you may affect your credit rating leading to credit being more difficult to obtain or expensive for you.

9. What if I fully settle the loan before its maturity?

You may fully settle the loan before its maturity without any early settlement fee.

Should you have an existing GASA, you will have the option to continue the coverage as a reducing term insurance policy.

PRODUCT DISCLOSURE SHEET

(Read this Product Disclosure Sheet before you decide to take up the ASB Financing. Be sure to also read the ASB Financing Terms and Conditions. Seek clarification from CIMB Bank if you do not understand any part of this document or the general term.)

CIMB Bank Berhad

ASB Financing ("Facility")

Date : _____

10. Do I need a guarantor or collateral?

No guarantor is required. Your ASB Units Certificate(s) will be kept by the Bank throughout the loan tenure as collateral.

11. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details to ensure that all correspondence reaches you in a timely manner.

12. Where can I get assistance and redress?

If you have difficulties in making repayments, you should contact us earliest possible to discuss repayment alternatives. You may contact us at:

CIMB Bank
Customer Resolution Unit (CRU)
P.O. Box 10338
GPO Kuala Lumpur
50710 Wilayah Persekutuan
Tel No. : +603 6204 7788
E-mail : cru@cimb.com

Alternatively, you may seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on money management, credit counselling, financial education and debt restructuring for individuals. You can contact AKPK at:

Tingkat 8, Maju Junction Mall
1001, Jalan Sultan Ismail
50250 Kuala Lumpur
Tel No. : +603 2616 7766
E-mail : enquiry@akpk.org.my

If you wish to complain on the products or services provided by us, you may contact us at:

CIMB Bank
Customer Resolution Unit (CRU)
P.O. Box 10338
GPO Kuala Lumpur
50710 Wilayah Persekutuan
Tel No. : +603 6204 7788
E-mail : cru@cimb.com

If your query or complaint is not resolved satisfactorily by us, you may contact Bank Negara Malaysia LINK or TELELINK at :

Block D, Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Tel No. : 1 300 88 5465
Fax No. : +603 2174 1515
E-mail : bnmtelink@bnm.gov.my

13. Other ASB Financing packages available?

Financing against other collaterals accepted by Bank.

**IMPORTANT NOTE : LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU
DO NOT KEEP UP REPAYMENTS ON YOUR TERM LOAN.**

The information provided in this disclosure sheet is valid as at : _____

PENYATA PENDEDAHAN RISIKO PELABURAN DALAM UNIT AMANAH MENERUSI PEMBIAYAAN/PINJAMAN (UNTUK TABUNG UNIT AMANAH BERHARGA TETAP) UNIT TRUST FINANCING/LOAN RISK DISCLOSURE STATEMENT (FOR FIXED PRICE UNIT TRUST FUNDS)

Melabur di dalam saham amanah menerusi pembiayaan Institusi Kewangan mempunyai risiko yang lebih tinggi berbanding dengan menggunakan wang sendiri.

Anda hendaklah menilai sama ada pembiayaan/pinjaman adalah selaras dengan objektif anda, tanggapan anda terhadap risiko dan kedudukan kewangan anda. Anda perlu peka terhadap risiko-risiko terbabit seperti:

1. Lebih tinggi had pembiayaan/pinjaman (iaitu jumlah wang yang dibiaya oleh Institusi Kewangan bagi setiap ringgit wang anda yang diletakkan sebagai deposit atau wang pendahuluan), maka lebih tinggilah potensi kerugian atau laba anda.
2. Anda perlu menilai sama ada anda berupaya membuat pembayaran atas cadangan pembiayaan/pinjaman anda. Sekiranya pembiayaan/pinjaman anda adalah pada kadar berubah-ubah, dan jika kadar keuntungan/faedah meningkat, maka jumlah bayaran pembiayaan/pinjaman turut meningkat.
3. Pulangan dari unit amanah adalah tidak terjamin dan tidak tetap setiap tahun. Ini bermakna anda mungkin mendapat pulangan yang tinggi dalam sesuatu tahun, dan tiada pulangan pada tahun yang lain. Oleh itu, risiko semulajadi pelaburan melalui pembiayaan institusi kewangan termasuk keupayaan untuk membayar balik pembiayaan/pinjaman di mana pulangan dari pelaburan unit amanah adalah tidak sepadan dengan jumlah keuntungan yang perlu dibayar untuk pembiayaan/pinjaman tersebut.

Penyata ringkas di atas tidak dapat mendedahkan semua risiko-risiko dan lain-lain aspek berkenaan pembiayaan /pinjaman. Anda hendaklah meneliti secara terperinci syarat-syarat yang dikenakan sebelum anda membuat keputusan untuk mengambil pembiayaan/pinjaman. Sekiranya anda masih ragu-ragu tentang sebarang aspek risiko ini atau syarat-syarat pembiayaan/pinjaman, anda hendaklah merujuk kepada institusi yang menawarkan pembiayaan/pinjaman tersebut.

PENGESAHAN PENERIMAAN PENYATA PENDEDAHAN RISIKO

Saya mengesahkan bahawa telah menerima satu salinan Penyata Pendedahan Risiko Pelaburan Dalam Unit Amanah Menerusi Pembiayaan/Pinjaman dan telah memahami isi kandungan yang telah diterangkan kepada saya.

Investing in a unit trust fund with money financed by Financial Institution is more risky than investing with your own savings.

You should assess if financing/loan is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include of the following:

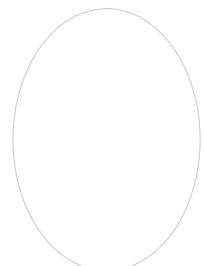
1. The higher the margin of financing/loan (that is, the amount of money financed by the Financial Institution for every ringgit of your own money which you put in as deposit or down payment), the greater the potential for losses as well as gains.
2. You should assess whether you have the ability to service the payments on the proposed financing/loan. If your financing/loan is a variable rate financing/loan, and if profit/interest rates rise, your total payment amount will be increased.
3. Returns on unit trusts are not guaranteed and may not be earned evenly every year. This means that there may be some years where returns are high and other years where there is no return from the investment of the unit trusts. Hence, the inherent risk of investing with money financed by the Financial Institution includes the ability to service financing/loan payments should the return from investment in a unit trust fund does not commensurate with the profit/interest expenses arising from the financing/loan.

The above brief statement cannot disclose all the risks and other aspects of financing/loan. You should therefore carefully study the terms and conditions before you decide to take a financing/loan. If you are in doubt about any aspect of this risk disclosure statement or the terms of the financing/loan, you should consult the institution offering the financing/loan.

ACKNOWLEDGMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT

I acknowledge that I have received a copy of this Unit Trust Financing/Loan Risk Disclosure Statement and understand its contents.

Tandatangan/Signature : _____
Tarikh/Date : _____
Nama Penuh/Full name : _____
No. K/P/ I/C No. : _____
No. Ahli/ Account No. : _____



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