

Branch Code									
Employee No.									

GENERAL CUSTOMER INFORMATION FORM
▶ PRODUCTS INTERESTED IN

- | | |
|--|--|
| <input type="checkbox"/> Savings/Current/Fixed Deposit/Fixed Return Income Account-i | <input type="checkbox"/> Personal Financing |
| <input type="checkbox"/> Credit Card/-i(s) | <input type="checkbox"/> Property Financing |
| <input type="checkbox"/> Term Financing-i Secured by ASB | <input type="checkbox"/> Amanah Saham Bumiputera (ASB) Financing |
| | <input type="checkbox"/> Auto Financing |

▶ MY PERSONAL DETAILS

 Are you an existing customer Yes No

Salutation

-
- Mr
-
- Mrs
-
- Miss
-
- Madam
-
-
- Others, please specify _____

Full Name as per NRIC/Passport

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NRIC/Passport no.

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 Passport Expiry Date / /
 Other Identification no.

-
- MyTentera
-
- MyPolis
-
- Old I/C
-
- Birth Certificate
-
- Identification no. _____

Nationality

-
- MALAYSIAN**
- (Please ✓ one)
-
-
- Bumiputra
-
- Non-Bumiputra
-
-
- Non-MALAYSIAN**
- , please specify country, visa type and expiry date of visa
-
- Country _____
-
- Visa type
-
- Code*
-
-
-
-
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-
-
-
-
-
-
- Visa document number _____
-
- Visa expiry date
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Residency Status (Please ✓ one)

-
- Resident
-
- Permanent Residency
-
-
- Malaysia My 2nd Home
-
-
- Non-Resident, please specify Country of Residence _____

Race

-
- Malay
-
- Chinese
-
- Indian
-
-
- Others, please specify _____

Gender

-
- Male
-
- Female

Date of Birth

 / /

Marital Status

-
- Single
-
- Married
-
- Widowed
-
-
- Divorced
-
- Separated

With Dependent Children

-
- No
-
- Yes, please specify how many _____

Highest Education Level (Please ✓ one)

-
- Not applicable
-
- Primary
-
- Secondary
-
-
- Diploma
-
- Professional Qualification
-
-
- Bachelor
-
- Masters
-
- Doctorate

*for Bank use only

► MY CONTACT DETAILS

Residential Address

Postcode	City
State	Country

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	

Office Address

Postcode	City
State	Country

Please Select Preferred Mailing Address

<input type="checkbox"/> Residential Address	<input type="checkbox"/> Office Address
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If you prefer an alternative mailing address please indicate below

Postcode	City
State	Country

Home Phone no.

Mobile no.

E-mail Address (required)

► MY EMPLOYMENT/BUSINESS DETAILS

Employer Name

Office Phone no.

Gross Monthly Income

Other Monthly Income

Source of Income

<input type="text"/>	Code*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Other Source of Income

<input type="text"/>	Code*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Occupation

<input type="text"/>	Code*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Employment Type

<input type="text"/>	Code*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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*for Bank use only

Employment Status

<input type="checkbox"/> Permanent	<input type="checkbox"/> Contract	<input type="checkbox"/> Temporary
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Employment Sectors

<input type="text"/>	Code*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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)

<input type="checkbox"/> <15 employees	<input type="checkbox"/> 15-50 employees
<input type="checkbox"/> >50 employees	

Length of Service

<input type="text" value="Y"/>	<input type="text" value="Y"/>	/	<input type="text" value="M"/>	<input type="text" value="M"/>
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Total Working Experience

<input type="text" value="Y"/>	<input type="text" value="Y"/>	/	<input type="text" value="M"/>	<input type="text" value="M"/>
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➤ DECLARATION/DISCLOSURE BY APPLICANT(S)/GUARANTOR**

** These declaration shall apply to all CIMB Bank Berhad and/or CIMB Islamic Bank Berhad, as the case may be, (“the Bank”) product(s) which you apply for as stated in the application form(s). The Bank refers to CIMB Bank Berhad and/or CIMB Islamic Bank Berhad, as the case may be, being the licensed financial institution granting the account/loan/financing product(s) referred to in the application form(s) completed by me/us.

FOR ALL PRODUCTS:

- I/We declare that the information furnished in this application form and in the application form(s) completed by me/us in relation to the account/loan/financing product(s) applied for by me/us are true, accurate and complete. I/We have not withheld any information which may prejudice my application or have a bearing on the Bank’s decision.
- The application forms remain the Bank’s property regardless of whether the facility/account is approved and the Bank reserves the right to reject the application(s) at its sole discretion without any reasons whatsoever.
- I/We have not committed any act of bankruptcy and/or been adjudged a bankrupt.
- I/We confirm that the Bank is authorised to verify and/or make any checks and/or obtain any information and/or confirmation at any time now and/or in the future, with or from any source, previous, current and future employers and/or any credit reference/reporting agencies, including but not limited to CCRIS, CTOS, FIS and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain my/our status for the consideration of the application(s) and thereafter if the application(s) is approved for the purposes of grant and/or continued maintenance of the facility/account; and/or recovery of debts owing under the facility/account; and/or any purpose related to or in connection with the facility/account applied for; and/or for any other purpose that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.
- I/We consent and authorise any credit reporting agency registered under the Credit Reporting Agencies Act 2010 (“CRA”) to process and disclose any of my/our credit information (as defined in the CRA) in the records of the CRA to the Bank for the purposes of processing or considering the application/ additional application for the Bank’s products including but not limited to credit evaluation, fraud checks, credit reviews, credit monitoring and debt recovery processes. I/We further consent and authorise the credit reporting agencies to disclose any of my/our credit information to the credit reporting agencies’ subscribers for purposes of fraud detection and fraud prevention.
- Anti-Money Laundering (AMLA) - I/We assure the Bank that I/we will exercise due care not to facilitate funds from proceeds of any unlawful activity to be channeled through my/our account(s) with the Bank and undertake to provide the Bank with all relevant information and documents, as and when requested, for purposes of my/our identification and/or verification of the source of my/our funds or purpose of transaction under the “Know Your Client” principle.
- Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by me/us; and (ii) require my/our express consent for disclosure of information to third parties for the stated purposes, I/We hereby agree and authorise the Bank to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to 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, situated, carrying on business, incorporated or constituted within or outside Malaysia any information relating to me/us, my/our affairs and/or any accounts maintained by me/us with the Bank for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/or the Group Companies to their customers.

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 me/us** 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 me/us): Tel No.: +603 6204 7788.

Further, where the Bank intends to share my/our information (excluding information relating to my/our affairs or account) with third parties for strategic alliances, marketing and promotional purposes,

- I/We hereby give my/our consent to the above disclosure to third parties.
 I/We do not consent to the giving of the above disclosure to third parties.

8. Taxes

I/We am/are aware that the facility/account may be subject to taxes (including but not limited to indirect taxes or withholding taxes), where applicable, as may be imposed by the Government of Malaysia or by any other government in any jurisdiction and I/we hereby further agree that I/we shall be liable for any taxes payable in connection with or arising out of facility/account and I/we hereby authorised the Bank to debit my/our account with the Bank for the same.

9. Declaration On Foreign Account Tax Compliance Act (FATCA)

	Principal Applicant	Joint Applicant/Supplementary Card Applicant/Guarantor/Registered Owner (where applicable)	Joint Applicant/Supplementary Card Applicant/Guarantor/Registered Owner (where applicable)
Please select Yes or No for each of the following questions			
1. Are you a U.S. Resident? (including a current work permit)	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>
2. Are you a U.S. Citizen or a Citizen of a U.S. Territory?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>
3. Do you hold a U.S. Permanent Resident Card (Green Card)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tax Number <input type="text"/>
Passport/ID No. (please include the 8-digit/letter U.S. VISA, where applicable)			

I/We hereby confirm the information provided in the table above is true, accurate and complete. Subject to the applicable local laws, I/we hereby consent for CIMB Group, its parent or ultimate holding company or any of its affiliates (including branches) (collectively known as “CIMB”) to share my/our information with domestic or overseas regulators or tax authorities where necessary to establish my/our tax liability in any/or the relevant jurisdiction. Where required by domestic or overseas regulators or tax authorities, I/we also understand and agree that CIMB may be required to obtain additional documents and/or forms, which I/we will sign, if I/we am/are subject to the relevant jurisdiction’s requirements. Where required by domestic or overseas regulators or tax authorities, I/we understand and agree that CIMB may withhold, and pay out, from my/our account(s) such amounts as may be required according to applicable laws, regulations, directives, and/or agreements with and/or from domestic or overseas governmental, supervisory or regulatory authorities. I/We also agree and undertake to notify CIMB (within 30 calendar days), or provide the information if requested by the Bank, if there is a change in any information which I/we have provided to CIMB.

➤ DECLARATION/DISCLOSURE BY APPLICANT(S)/GUARANTOR... CONTINUED**

10. Declaration on Politically Exposed Person¹ ("PEP")

I declare that I am/used to be formerly a Politically Exposed Person ("PEP")¹/Family Member² of the PEP/Close Associates³ of the PEP.

Principal Applicant	Joint Applicant/Supplementary Card Applicant/Guarantor/Registered Owner (where applicable)	Joint Applicant/Supplementary Card Applicant/Guarantor/Registered Owner (where applicable)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If "YES" has been selected for any of the above, please tick (✓) on the appropriate boxes in the table below. For further clarification please refer to the "Notes".

	Principal Applicant	Joint Applicant/Supplementary Card Applicant/Guarantor/Registered Owner (where applicable)	Joint Applicant/Supplementary Card Applicant/Guarantor/Registered Owner (where applicable)
1. I am/We are a PEP ¹ .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. I am/We are a Family Member ² of the PEP.	Code*: <input type="text"/> <i>Please find the respective codes under Notes.</i>	Code*: <input type="text"/> <i>Please find the respective codes under Notes.</i>	Code*: <input type="text"/> <i>Please find the respective codes under Notes.</i>
3. I am/We are Close Associate ³ of the PEP.	Code*: <input type="text"/> <i>Please find the respective codes under Notes.</i> For "Others", please specify (mandatory) <input type="text"/>	Code*: <input type="text"/> <i>Please find the respective codes under Notes.</i> For "Others", please specify (mandatory) <input type="text"/>	Code*: <input type="text"/> <i>Please find the respective codes under Notes.</i> For "Others", please specify (mandatory) <input type="text"/>

Notes:

¹ Politically Exposed Person ("PEP") - a person who is or has been entrusted with a prominent public function. For example, Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.

² Family Member of the PEP: 002 - Spouse, 003 - Child, 004 - Parents, 005 - Parents-in-law, 006 - Siblings, 007 - Relative/Extended Family.

³ Close Associates of the PEP: 008 - Work Colleague, 009 - Close Friend, 010 - Driver, 011 - Bodyguard, 012 - Secretary, 013 - Political Adviser, 014 - Guarantor, 015 - Business Associate, 016 - Business Partner, 017 - Lawyer, 018 - Person Acting on Behalf, 099 - Others (it is mandatory to specify).

11. Privacy Notice Acknowledgement

I/We hereby acknowledge that I/we have accessed and/or read the Privacy Notice issued by CIMB Group (which is available at all CIMB branches as well as at the CIMB website at www.cimbbank.com.my or www.cimbislamic.com.my or has otherwise been made available to me/us) and confirm my/our agreement to the same.

➤ DECLARATION/DISCLOSURE BY APPLICANT(S)/GUARANTOR... CONTINUED**

DECLARATIONS FOR FINANCING PRODUCTS: FOR AMANAH SAHAM BUMIPUTERA FINANCING, TERM FINANCING-i SECURED BY ASB CERTIFICATE, AUTO FINANCING, CASH PLUS PERSONAL LOAN/XPRESS CASH FINANCING-i, CREDIT CARD/CREDIT CARD-i, PROPERTY FINANCING PRODUCT(S)

- I/We also acknowledge that it is a requirement by Bank Negara Malaysia (“BNM”) that all information relating to the application(s), whether successful or otherwise must be updated and/or transmitted to the Central Credit Reference Information System (“CCRIS”), a database maintained by BNM.
- I/We declare that I/we have received, read and understood the Bank’s Rule and/or Terms and Conditions governing the operation and/or conduct of the facility/account, and agree to comply with and be bound by the same and any amendments to the same which the Bank may subsequently introduce from time to time upon giving adequate prior notice to me/us.
- I/We declare that I/we have/do not have outstanding debt payment obligation from non-banks (e.g. cooperative building societies, credit companies and merchants that provide credit sales). Particulars of the main applicant’s outstanding debt payment obligation are as follows (no declaration from the main applicant denotes that this declaration is not applicable) :

No.	Name of Entity	Amount of Outstanding Debt (RM)	Monthly Instalment Amount (RM)
1			
2			

Particulars of the joint-applicant’s/guarantor (if applicable) outstanding debt payment obligation are as follows (no declaration from the joint-applicant/guarantor denotes that this declaration is not applicable):

No.	Name of Entity	Amount of Outstanding Debt (RM)	Monthly Instalment Amount (RM)
1			
2			

- In connection with the Bank Negara Guidelines on Credit Transactions and Exposures with Connected parties, I/we hereby declare that (no declaration from the applicant(s) denotes that this declaration is not applicable):

- I am a staff of the CIMB Group¹;
 To the best of my knowledge, I have close relative(s)² employed under the CIMB Group or who have acted as my guarantor.

Particulars of my close relatives in CIMB Group and whether they have acted as my guarantor:

Name	I/C/Passport No.	Relationship	Acted As Guarantor (Indicate Yes or No)
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ CIMB Group means CIMB Bank Berhad or CIMB Islamic Bank Berhad or CIMB Investment Bank Berhad or other subsidiaries or companies controlled by the aforesaid respective banking institutions.

² Close relative(s) include parents/spouse of staff including the spouse’s dependents/children/spouse of the children/brother and sister/spouse of brother/sister and any other dependents or persons who may influence/be influenced by the staff.

PRODUCT SPECIFIC DECLARATIONS FOR CREDIT CARD/CREDIT CARD-i

I/We hereby request the Bank to issue, upon approval of this application, the credit card/credit card-i(s) which I/we have indicated. I/We acknowledge that the credit card(s) issued to me/us shall be subject to the Bank’s Cardholder Terms and Conditions (“Cardholder Agreement”) which is available in the Bank’s website at www.cimb.com.my or www.cimbislamic.com.my, and I/we further agree to be bound by the terms and conditions set forth in the Cardholder Agreement upon activation of the credit card(s). I, the Principal Applicant further agree to accept joint and several liability for all amounts incurred arising from the use of the Principal and/or Supplementary credit card/credit card-i(s) issued pursuant to this application or at any time thereafter at my and/or the Supplementary Applicant’s request. I/We further understand that the Bank shall not hold the Supplementary Applicant jointly and severally liable for the debts or amounts incurred by the Principal Applicant or other Supplementary Applicant(s). I/We understand that the credit card(s) when issued shall at all times remain the property of the Bank and must be duly returned upon request by the Bank. I/We further agree to accept liability for all amount incurred arising from the use of my/our credit card(s) issued pursuant to this application or at any time thereafter at my/our request. I/We agree to be bound by the Bank’s Terms and Conditions for E-Mail Statement Delivery available at the Bank’s website – www.cimb.com.my/www.cimbislamic.com.my in respect of all my/our statements requested to be sent to me/us by e-mail. Where I/we have a CIMB Clicks Internet Banking (“CLICKS”) and have requested to view all my/our CIMB Bank/CIMB Islamic facility/account statement via CLICKS. I consent and authorise any credit reporting agency registered under the Credit Reporting Agencies Act 2010 (“CRA”) to process and disclose any of my credit information (as defined in the CRA) in the records of the CRA to the Bank for the purposes of processing or considering the application/additional application for the Bank’s products including but not limited to credit evaluation, fraud checks, credit reviews, credit monitoring and debt recovery processes. I also consent and authorise the credit reporting agencies to disclose any of my credit information to the credit reporting agencies’ subscribers for purposes of fraud detection and fraud prevention.

CIMB Touch ‘n Go Zing CARD ‘DECLARATION’ SECTION

In addition to the declaration where I have confirmed that any credit card issued to me shall be subject to the Bank’s Cardholder Agreement, I also agree to abide by the terms and conditions of the Touch ‘n Go Zing Card (hereinafter collectively referred to as “the Card”) and any other terms and conditions imposed by Touch ‘n Go Sdn. Bhd. (hereinafter referred to as “TNGSB”) and/or the Bank from time to time in respect of the use of the Touch ‘n Go features of the Card. I am aware the Card has an automatic reload amount of RM100, RM200 or RM300 and that the automatic reload fee of RM1.50 is payable. I confirm and irrevocably authorise the Bank to debit my Credit Card account, as the case may be, for each reload and automatic reload fee (where chargeable) whenever the account balance drops to RM50 and below. A RM10.00 fee is also chargeable for new Card replacements. By signing and/or using the Card I agree to be bound by the terms and conditions imposed by the Card and other variations or amendments thereof. I understand that the Zing Card remains the property of TNGSB and must be returned to TNGSB upon request.

PRODUCT SPECIFIC DECLARATIONS FOR SAVINGS ACCOUNT/SAVINGS ACCOUNT-i, CURRENT ACCOUNT/CURRENT ACCOUNT-i, TERM DEPOSIT/TERM DEPOSIT-i

- I/We confirm having read, understood and retained a copy of the Terms and Conditions in respect of ATM and Debit Card (where debit card is applicable)/Phone Banking and agree to be bound by them.
- I/We acknowledge and agree the Bank reserves the right to close my/our account at its absolute discretion if my/our account does not comply with the Bank’s requirements.
- For Current Account/Current Account-i, I/We declare that no account(s) in my/our name(s) has/have been previously reported to the Dishonoured Cheque Information System of Bank Negara Malaysia.
- For Joint Account - The joint account shall be operated by anyone of us, including any deposit, withdrawal or closure, unless specified otherwise. Any one of us is authorised to deposit any instruments for payments of money payable to the individual orders of any of us without the personal endorsement of the payee. In the event of the death of either/any of us, the Bank is authorised to pay any credit balance of the account to the survivor(s) subject to compliance (if required) with the relevant statutory legislation, the Bank’s internal policy and/or in the case of an account opened with CIMB Islamic Bank Berhad, Shariah principle.
- I/We confirm that my/our personal account shall only be used for my/our personal non-business purposes (such as savings, investment, education and personal or living expenses). I/We undertake to open, maintain or establish a separate business or non-personal account for business, association, society, or trading purposes.
- (a) Where the application is with CIMB Bank Berhad (Authorisation to CIMB Islamic Bank Berhad to Debit Account) To CIMB Islamic Bank Berhad I/We acknowledge and agree that CIMB Islamic Bank Berhad shall be entitled to debit or cause to be debited any of my/our accounts maintained with CIMB Islamic Bank Berhad, for any charges payable to it and in addition, I/we authorise CIMB Islamic Bank Berhad to debit any of my/our accounts held with CIMB Islamic Bank Berhad upon instructions from CIMB Bank Berhad and remit the moneys to CIMB Bank Berhad for the payment of fees and charges in relation to any account(s) and/or banking products and/or services and/or facilities granted by the CIMB Bank Berhad to me/us.
 (b) Where the application is with CIMB Islamic Bank Berhad (Authorisation to CIMB Bank Berhad to Debit Account) To CIMB Bank Berhad I/We acknowledge and agree that CIMB Bank Berhad shall be entitled to debit or cause to be debited any of my/our accounts maintained with CIMB Bank Berhad, for any charges payable to it and in addition, I/we authorise CIMB Bank Berhad to debit any of my/our accounts held with CIMB Bank Berhad upon instructions from CIMB Islamic Bank Berhad and remit the moneys to CIMB Islamic Bank Berhad for the payment of fees and charges in relation to any account(s) and/or banking products and/or services and/or facilities granted by the CIMB Islamic Bank Berhad to me/us.

APPOINTMENT OF CIMB ISLAMIC BANK AS AGENT (APPLICABLE ONLY FOR SAVINGS ACCOUNT-i, CURRENT ACCOUNT-i & TERM DEPOSIT-i)

For Savings Account-i, Current Account-i and Term Deposit Account-i (collectively referred to as “the Accounts”) under the Tawarruq concept, I/we hereby appoint CIMB Islamic Bank to act as my/our agent to negotiate, execute and do all acts for the sale and purchase of the Commodity in accordance with the applicable Terms and Conditions (“Terms and Conditions”) of the Accounts. The agency shall commence from the date the Accounts is opened until the closure of the Accounts either by me/us or by the Bank in accordance with the applicable Terms and Conditions of the Accounts.

TERM FINANCING-i SECURED BY ASB CERTIFICATE APPLICATION FORM

I/We wish to apply for Term Financing-i Secured By ASB Certificate (“the Facility”) with the Bank, upon the Terms and Conditions attached herewith. I/We append hereunder my/our personal particulars :

► TERM FINANCING REQUESTED

Facility Requested

Effective Profit Rate

 GTFT Contribution Amount
(total free cover limit is RM450k and below)

Current BR

Ceiling Profit Rate

Financing Tenure Requested (years)

			Y	E	A	R	S
--	--	--	---	---	---	---	---

Type of Security

 ASB

 ASB 2

► DOCUMENTS ENCLOSED WITH APPLICATION

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

Compulsory Documents

 Copy of applicant's NRIC

Evidence of income

 Latest 1 month salary slip (fixed income) OR 3 months salary slip (variable income) OR any ONE of the following:

 Latest 3 months' payment voucher accompanied with account statement

 Latest EPF statement

 Latest 6 months' current account statement (registered under the business)

 ASNB Dividend statement

 Latest 6 months' Tabung Haji account statement

 Latest Business Registration

► JOINT APPLICANT

Relationship with Main Applicant

 Parent Spouse Child Sibling

Salutation

 Mr Mrs Miss Madam
 Others, please specify _____

Full Name as per NRIC/Passport

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NRIC/Passport no.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Passport Expiry Date

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

 Other Identification no.

 MyTentera MyPolis Old I/C Birth Certificate
 Identification no. _____

Nationality

 MALAYSIAN (Please ✓ one)

 Bumiputra

 Non-Bumiputra

 Non-MALAYSIAN, please specify country, visa type and expiry date of visa

Country _____

 Visa type Code*

Visa document number _____

 Visa expiry date

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Residency Status (Please ✓ one)

 Resident

 Permanent Residency

 Malaysia My 2nd Home

 Non-Resident, please specify Country of Residence

Race

 Malay

 Chinese

 Indian

 Others, please specify _____

Gender

 Male

 Female

Date of Birth

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

**for Bank use only*

➤ 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. :

➤ DECLARATION/DISCLOSURE BY APPLICANT/GUARANTOR

These declarations shall apply to CIMB Islamic Bank Berhad (“the Bank”), being the licensed financial institution granting the Term Financing-i secured by ASB Certificate referred to in the application form(s).

Group Term Financing Takaful (“GTFT”) (Optional)

(Please tick (✓) to confirm your application for GTFT and your acknowledgement and agreement to the declarations hereunder which includes your irrevocable authorisation to the termination of GTFT coverage in the circumstances stated therein. Please read the ‘Important Notice to Applicant for GTFT’ before confirming your application for GTFT.)

Main Applicant

(Name)	(I/C No.)
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Joint Applicant

(Name)	(I/C No.)
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Yes, I/we wish to apply for Group Term Financing Takaful (GTFT) which is a Family Takaful plan offered, managed and issued by Sun Life Malaysia Takaful Berhad (“Sun Life Malaysia”), licensed under the Islamic Financial Service Act 2013 and regulated by Bank Negara Malaysia. The benefits of GTFT applied for shall not take effect unless and until this application is approved by Sun Life Malaysia and the contribution is received in full by Sun Life Malaysia during my/our lifetime.

Aqad:

Sun Life Malaysia will manage GTFT based on the wakalah concept and other principle(s) of Shariah as defined under the takaful contract. In return, Sun Life Malaysia will be paid the wakalah fee(s), as shown in the attached Product Disclosure Sheet.

I/We agree that my/our contribution after deducting wakalah fee(s) will be allocated as tabarru’ (donation) into the participants’ tabarru’ fund (PTF). It will be used to help all persons covered who are in financial hardship. I/We agree that at the end of each financial year, any surplus declared from the PTF will be shared out as the following:

1. 50% to Sun Life Malaysia; and
2. 50% to the eligible persons covered and if I/we am/are eligible, I/we further agree that the amount entitled to me/us will be credited to my/our financing account maintained with the Bank to offset my financing balance. However, if the financing amount has been fully settled and I/we have chosen to continue the takaful coverage until the expiry of the takaful term, the surplus will be paid to me/us.

In the event of deficit, Sun Life Malaysia will provide an interest free loan (Qard) to PTF and will be repayable from any future surplus declared before the distribution to eligible persons covered.

I/We agree that in the event of my/our death or total and permanent disablement, the PTF will be used to pay my/our outstanding financing amount to the Bank. If there is any benefit in excess after the settlement of my/our financing, it shall be paid to me/us (if living); otherwise to the nominee named by me/us.

I/We agree to waive the right over any amount payable which is less than RM2 and such amount will be utilised as donation to any charitable organisation approved by Sun Life Malaysia’s Shariah Committee.

Declaration:

I/We am/are satisfied with the explanation given to me/us on the GTFT and acknowledge and confirm that I/We have read and fully understood and agree to be bound by the terms and conditions of the Master Contract for GTFT and the information, benefits and exclusions under GTFT which are summarised but not exhaustive in the GTFT Product Disclosure Sheet/Benefit Illustration. I/We hereby consent to the Bank disclosing the information contained in this application form to Sun Life Malaysia which will then consider my/our application to enroll me/us as their GTFT person covered. If approved, then a Certificate of Takaful will be issued by Sun Life Malaysia and shall be sent by Sun Life Malaysia to me/us upon my/our enrollment as a GTFT person covered.

I/We acknowledge and agree that in the event the Facility is recalled, cancelled, withdrawn and/or suspended by the Bank in accordance with the terms and conditions governing the Facility (“the Termination of Facility”), I/we hereby irrevocably authorise the Bank:

- 1) to notify Sun Life Malaysia of the Termination of Facility wherein my/our Certificate of Takaful will end and my/our GTFT Takaful coverage will terminate with immediate effect;
- 2) to claim and receive the applicable cash value of the Certificate of Takaful from Sun Life Malaysia towards payment of the outstanding amount payable by me/us to the Bank under the Facility;
- 3) to pay to me/us the balance of any cash value after the set-off of such outstanding amounts due to the Bank (if any); and
- 4) to convey to Sun Life Malaysia my/our authorisation herein and to give any notice required on my/our behalf.

Important notice to applicant for GTFT:

- a) Please note that you are to disclose in this application form fully and accurately/correctly all the statements or information given by you, otherwise the Certificate of Takaful issued hereunder may be avoided, your claim denied or reduced, the terms of the certificate changed or varied or the certificate terminated. Please note that you must inform Sun Life Malaysia Takaful Berhad of any change to statement or information given by you in this application form if the change occurred after you have submitted the application but before the takaful coverage is provided.
- b) The GTFT Product Disclosure Sheet is provided to you to summarize the benefits which are guaranteed and those which are not guaranteed and your duties as a person covered under the Certificate of Takaful issued hereunder.
- c) Proof of age is required prior to the payment of any benefit under the Certificate of Takaful.
- d) You may apply for GTFT in this application form in the event that your cumulative aggregate GTFT sum covered (inclusive of contribution which is financed by the Bank) which is in force and taken up in the past 3 years and the amount of GTFT sum covered (inclusive of contribution which is to be financed by the Bank) under your current application, does not exceed Four Hundred and Fifty Thousand (RM450,000) (“the Amount”). In the event the Amount is exceeded, please note that you will have to execute and complete a Sun Life Malaysia’s separate Takaful application form to apply for GTFT.
- e) In the event there is any shortfall between contribution paid and actual contribution required by Sun Life Malaysia, Sun Life Malaysia reserves the right to shorten the Certificate Term based on the actual contribution paid and this will be reflected in the Certificate of Takaful issued by Sun Life Malaysia and sent to you upon your enrollment as a GTFT person covered.
- f) Please refer to the GTFT Group Master Contract for the exact terms, conditions and exclusions. A copy of the Master Contract can be viewed and downloaded from Sun Life Malaysia’s official website at sunlifemalaysia.com.
- g) Sun Life Malaysia being the licensed Takaful operator and underwriter of GTFT shall undertake the full Takaful obligations under the GTFT. The Bank merely acts as a Distributor and is not responsible in any way for the GTFT. The GTFT is not a Bank product and therefore not an obligation of nor guaranteed by the Bank.
- h) The coverage under GTFT shall not take effect until Sun Life Malaysia has processed and approved your application.
- i) Sun Life Malaysia reserves the right to reject your application and the Bank is entitled to give full refund of contribution to you without any interest in the event the application is rejected by Sun Life Malaysia and you shall not have any claim whatsoever against the Bank.
- j) You are obliged to accept the refund of contribution from the Bank and not to insist on the GTFT cover in the event that Sun Life Malaysia has rejected your application.
- k) In the event that you have requested the Bank for a GTFT coverage in respect of the Term Financing-i offered to you via this application but it is not for the full financing amount and/or not for the full tenure of the financing, by signing this application form, you confirm that you fully understand and agree to be bound by the consequential effects of the lesser and/or shorter period of GTFT coverage and agree not to hold the Bank responsible in any manner whatsoever.
- l) In the event that you have requested the Bank for a waiver of GTFT coverage in respect of the Term Financing-i offered by the Bank to you via this application, by signing this application form you confirm that you fully understand and agree to be bound by the consequential effects of such waiver and absence of GTFT and agree not to hold the Bank responsible in any manner whatsoever; and
- m) In the event that due to the inability on your part to satisfy the requirements imposed by Sun Life Malaysia Takaful Berhad for GTFT coverage resulting in lesser or no GTFT coverage in respect of the Term Financing-i offered by the Bank to you via this application, by signing this application form you confirm that you fully understand and agree to be bound by the consequential effects of the lesser or absence of the GTFT coverage have and agree not to hold the Bank responsible.

► DECLARATION/DISCLOSURE BY APPLICANT/GUARANTOR... CONTINUED

By signing below, I/we acknowledge and confirm making the declaration/disclosure appearing under the caption of 'For All Products' and 'Declarations for Financing Products for Term Financing-i Secured by ASB Certificate'. I/We hereby authorise the Bank to check my/our ASB account or inquire on balance and available units to be purchased.

I/We hereby appoint the Bank to act as my agent to negotiate, execute and do all acts on my behalf in accordance with and subject to the Terms and Conditions of Term Financing-i Secured by ASB Certificate.

I/We confirm that a copy of the relevant Product Disclosure Sheet(s) was provided to me/us.

Main Applicant's Signature

Joint Applicant's Signature

Full Name

Full Name

NRIC no./Passport no.

NRIC no./Passport no.

Date

Date

► 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 profit 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 profit 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 detail 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

SLMT 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

FINANCING PROCESSING DETAILS

Originating/Parking Branch

Branch Code

Salesperson's Name

Salesperson's ID

Referral's Name

Staff Referral ID

► APPENDIX

Effective Profit Rate

Current BR

Ceiling Profit Rate

Documentation Fee

► TERMS AND CONDITIONS ("TERMS AND CONDITIONS") FOR TERM FINANCING-i SECURED BY ASB CERTIFICATE APPLICATION

If the application made by the joint applicants ("Applicant") named in the Application Form for Term Financing-i ("the Facility") is approved by CIMB Islamic Bank Berhad ("Bank"), the Bank will grant the Applicant the Facility amount as requested by the Applicant or any other amount as determined by the Bank, whichever shall be the lower; in accordance with the Shariah principle of Commodity Murabahah and in accordance with the Bank's financing procedures, the Bank will purchase Commodity in the Facility Amount and immediately thereafter sell the Commodity to the Applicant at the Bank's Sale Price on deferred payment terms subject to the Terms and Conditions herein. The purchase of the Commodity by the Applicant will be concluded by the Bank as the Applicant's agent.

Upon the conclusion of the sale of the Commodity by the Bank to the Applicant, the Bank as the Applicant's agent shall sell the Commodity to any third party at a price equivalent to the Applicant's Sale Price on cash payment terms.

The Applicant's Sale Price shall be utilized for the 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 Applicant as stated in this Application Form shall be entitled to purchase as determined by ASNB, whichever shall be the lower; and, if applied for by the Applicant and approved by the Bank the Group Term Financing Takaful contribution 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. 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.

1. DEFINITIONS

1.1 Definition

"Applicant" means where the context so permits, any one or all of the joint applicants of the Facility;

"Applicant's Sale Price" means the amount payable to the Applicant pursuant to the sale of the Commodity by the Bank as the Applicant's agent subject to the Terms and Conditions herein;

"Bank's Sale Price" means the sale price of the Commodity sold by the Bank to the Applicant which needs to be paid by the Applicant to the Bank subject to the Terms and Conditions in which the sale price is the aggregate of the Facility Amount and Profit Amount;

"Base Rate" or "BR" means the Bank's Base Rate as published by the Bank from time to time. The BR is subject to change from time to time. The Bank will inform the Customer(s) of any change in the BR;

"Calendar Days" means any day in the Gregorian calendar month, including weekends and public holidays;

"Ceiling Profit Rate" or "CPR" means the ceiling profit rate as specified in the Appendix;

"Commodity" means any Shariah compliant commodities other than ribawi items in the category of medium of exchange (such as currencies, gold and silver) and debt instruments which is endorsed by the Bank's Shariah Committee and acceptable to the Bank;

"Effective Profit Rate" or "EPR" means the effective profit rate as specified in the Appendix;

"Facility Amount" means the amount applied for by the Applicant and approved by the Bank which shall also be the cost of acquiring the Commodity and form part of the Bank's Sale Price;

"Instalment(s)" means monthly instalments which need to be paid by the Applicant to the Bank for the payment of the Bank's Sale Price upon deferred payment terms;

"Outstanding Bank's Purchase Price" shall mean the Facility Amount portion of the Bank's Sale Price which has not been paid to the Bank;

"Profit Amount" means the profit of the Bank which shall form part of the Bank's Sale Price;

"Settlement Amount" means the amount payable by the Applicant to the Bank more particularly described in Clause 9;

"Security" means the security required by the Bank to be provided by the Applicant for securing the payment of all the amounts due and payable by the Applicant to the Bank now or at any time hereafter under the Facility or any existing or future facilities under any agreement as more particularly described in Clause 16;

"Tenure" means the period for the payment of the Bank's Sale Price by the Applicant to the Bank as specified in the Appendix.

2. DOCUMENTATION FEE/SERVICE FEE

2.1 A non-refundable documentation fee as specified in the Appendix is payable to the Bank. The Bank reserves the right to debit the Applicant's financing account in respect of the said fee upon the disbursement of the Facility.

2.2 The following service fees will be charged to Applicant's 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, the Applicant shall be liable for any taxes payable in connection with or arising out of this Agreement or any services in connection herewith.

3. SALE OF COMMODITY

3.1 The sale of the Commodity by the Bank to the Applicant at the Bank's Sale Price is conditional upon the execution of security documents and any other documents required by the Bank from time to time in the form and content acceptable to the Bank.

3.2 Upon conclusion on the sale of the Commodity by the Bank to the Applicant, the legal and/or beneficial title, ownership, rights, risk and interests

of the Commodity shall immediately be transferred to the Applicant and the Bank shall immediately enable the Applicant to take possession of the Commodity. The parties agree that the Commodity is sold on an "as is where is basis" free from all encumbrances, charges, liens and/or restraints whatsoever and without any representation or warranty in respect thereof. The Applicant also agrees to waive his/her right to terminate the sale of the Commodity by the Bank to the Applicant in the event the Commodity is found to be defective.

4. APPOINTMENT OF BANK AS AGENT

4.1 Subject to the approval of the Facility by the Bank, the Applicant appoints the Bank as his/her agent:-

- (a) to execute on the Applicant's behalf the purchase of the Commodity by the Applicant from the Bank at the Bank's Sale Price; and
- (b) to sell the Commodity to any third party at the Applicant's Sale Price after the conclusion of the sale of the Commodity by the Bank to the Applicant,

4.2 For the avoidance of doubt, the Bank shall only be obliged to act as the Applicant's agent as stated in Clause 4.1(a) and (b) above if the Facility has been approved by the Bank.

4.3 The Applicant agrees to indemnify the Bank against any liability, damages, losses or expenses (including legal expenses on a solicitor and client and on a full indemnity basis) which the Bank may sustain or incur as a consequence of any of the Bank's actions in acting as the Applicant's agent in respect of any of the matters specified in Clause 4.1 above.

4.4 Upon the sale of the Commodity at the Applicant's Sale Price by the Bank as the Applicant's agent in accordance with Clause 4.1(b) above, the Bank shall credit the Applicant's Sale Price into the Applicant's account maintained with the Bank.

4.5 The agency created herein shall be dissolved:

- (a) upon conclusion of the agency as stated in Clause 4.1(a) and (b);
- (b) if the Facility granted to the Applicant is terminated prior to execution by the Bank of any of the acts contemplated in Clause 4.1 (a) and (b) above pursuant to a breach of the Terms and Conditions by the Applicant;
- (c) if the Applicant exercises his/her option to terminate the agency due to misconduct, negligence or breach of specified terms of the agency by the Bank; or

4.6 In the event of dissolution of agency pursuant to Clause 4.5(b) or (c) above, the parties liability to the other party for the dissolution of the agency shall be limited to RM1.00.

5. THE BANK'S SALE PRICE

5.1 The Bank's Sale Price shall be the sum equal to the aggregate of:-

- (a) the Facility Amount; and
- (b) the Profit Amount which is calculated at the CPR

Notwithstanding the above, the Profit Amount of the Bank's Sale Price payable by the Applicant shall be calculated based on the EPR. The difference between the Profit Amount calculated based on CPR and EPR shall be waived by the Bank by way of Ibra' as stated herein.

6. CEILING PROFIT RATE, EFFECTIVE PROFIT RATE AND BASE RATE

The CPR and EPR shall be such rates as specified in the Appendix. In the event of any change in the BR at any time during the Tenure, the EPR shall be varied accordingly provided that in the event of any increment in the EPR, such increment shall not exceed the CPR.

7. PAYMENT OF THE BANK'S SALE PRICE

The Bank's Sale Price shall be paid by the Applicant to the Bank by way of monthly instalments during the Tenure. The amount of monthly instalments payable shall be as notified by the Bank to the Applicant. 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 the Applicant. 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 the Applicant. The instalment amount payable will be based on the EPR at the time of commencement of the first instalment. This instalment amount is subject to change based on any change in the EPR resulting from changes in the BR in accordance with Clause 6 above.

8. IBRA' (REBATE)

The Bank shall grant Ibra' in the following circumstances :

(a) Difference in Profit Amount calculated based on CPR and EPR

The difference between the Profit Amount calculated based on CPR and EPR shall be waived by the Bank by way of Ibra'.

(b) Partial Settlement

In the event the Applicant exercises its right under Clause 10.2 below, the Profit Amount equivalent to the EPR calculated on the Partial Settlement Amount (as defined in Clause 10.2 below), calculated from the date of receipt of the Partial Settlement Amount until end of Tenure or upon receipt of the Settlement Amount (for Early Settlement), whichever is earlier, shall be waived by the Bank by way of Ibra'. The said waiver by the Bank shall be upon receipt of the Settlement Amount or the end of Tenure, whichever is earlier.

(c) Early Settlement or Event of Default

The Bank shall grant an Ibra' on the Bank's Sale Price upon receipt of the Settlement Amount pursuant to:-

- (i) the Applicant exercising his/her right for early settlement; or
- (ii) the Bank exercising its right to terminate the Facility upon Event of Default.

9. SETTLEMENT AMOUNT

The Settlement Amount payable by the Applicant to the Bank upon the Applicant exercising the Applicant's rights for early settlement or upon the Bank declaring an Event of Default will be calculated based on the following formula:

The Settlement Amount shall be the aggregate of:-

- (a) Outstanding Bank's Purchase Price; and
- (b) Profit Amount based on EPR calculated up to the date Settlement Amount is paid LESS Profit Amount based on EPR which has been paid to the Bank;
- (c) Ta'widh (compensation) calculated up to the date the Settlement Amount is paid;
- (d) Other charges (if any).

whereby the difference between the Bank's Sale Price and items (a) and (b) of the Settlement Amount and the portion of the Bank's Sale Price which has been paid to the Bank shall be waived by way of Ibra'.

10. EARLY SETTLEMENT/PARTIAL SETTLEMENT

10.1 The Applicant shall be entitled to make early settlement of the Facility at any time during the Tenure by giving at least thirty (30) business days advance written notice to the Bank and paying the Settlement Amount which must be made on the date(s) as may be determined by the Bank. The Settlement Amount payable shall be determined in accordance with Clause 9 above.

10.2 Subject to Clause 10.3 below, the Applicant shall be entitled to make partial settlement of the Facility at any time during the Tenure by paying the partial settlement amount ("Partial Settlement Amount") to the Bank. The Partial Settlement Amount shall be applied by the Bank to part settle the Outstanding Bank's Purchase Price at the time the Partial Settlement Amount is received by the Bank. Pursuant thereto, the Applicant shall continue to pay the Instalment(s) in accordance with the Terms and Conditions herein and the Tenure shall be adjusted accordingly.

10.3 The Applicant shall give to the Bank at least thirty (30) business days advance written notice to the Bank if the Applicant wish to make a partial settlement of the Facility failing which such Partial Settlement Amount received by the Bank shall be treated as payment of advance instalment(s) and not applied towards part settlement of the Outstanding Bank's Purchase Price.

10.4 Any amount made as early settlement or partial settlement shall not subsequently be available for re-drawing. Such early settlement or partial settlement in respect of the Facility will not be subject to any fee and/or charges.

11. TA'WIDH (COMPENSATION)

Notwithstanding anything contained herein, the Applicant hereby agrees, covenants and undertakes to pay to the Bank ta'widh (compensation) as follows:

- (a) for default in payment during the Tenure, the ta'widh (compensation) rate that shall be applied is up to one per centum (1%) per annum or any other rates approved by BNM on the balance of Monthly Payments from the due date(s) for payment of such Monthly Payment(s) until the date when payment is received by the Bank;
- (b) for default in payment during the Tenure, where such default causes the entire Facility to be terminated or brought to court for judgment prior to Maturity, the ta'widh (compensation) rate that shall be applied is up to one per centum (1%) per annum or any other rates approved by BNM on the outstanding Bank's Sale Price less Ibra' ("Outstanding Balance"), from the date the entire Facility is terminated until the date the Outstanding Balance is received by the Bank or the judgment is obtained, whichever is earlier; and
- (c) for default in payment beyond the Tenure, the ta'widh (compensation) rate to be applied shall not be more than the BNM's prevailing daily overnight Islamic Interbank Money Market Rate (IIMM) or any other rates approved by BNM on the Outstanding Balance from the date the Tenure expires until the date the Outstanding Balance is received by the Bank; subject always to Ibra' wherever applicable.

The accumulated ta'widh (compensation) shall not exceed one hundred percent (100%) of the Outstanding Bank's Purchase Price.

12. PRE-DISBURSEMENT CONDITIONS

The Applicant's Sale Price will be disbursed subject to the fulfillment of the following conditions :

- (a) Upon the Bank's receipt of the Application Form duly accepted and signed by the Applicant; and
- (b) Differential sum in financing amount has been paid (if any); and
- (c) Receipt by the Bank of any takaful policies required by the Bank, which takaful policies shall be in form and content acceptable to the Bank, from takaful companies acceptable to the Bank; and
- (d) The Bank has received confirmation from Amanah Saham Nasional Berhad pertaining to Applicant's entitlement to purchase the relevant ASB units; and
- (e) The Bank has received favourable results of searches and no negative indications from CCRIS, FIS or any other reference agencies deemed necessary by the Bank; and
- (f) The grant of the Facility has been approved by the Bank.

13. LETTER OF NOTIFICATION

Upon the Bank's acceptance of the Applicant's application for the Facility (which shall be determined at the Bank's sole discretion), the Bank will mail to the Applicant a letter of notification stating the Facility Amount granted and the relevant takaful contribution payable, the total amount of Profit Amount, the total payment amount, Tenure, particulars of the ASB Units which have been charged to the Bank in support of the Facility, the applicable CPR, EPR and BR 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.

The Applicant is required to promptly notify the Bank in writing within 14 calendar days from the date the Applicant receives or is deemed to have received the Letter of Notification from the Bank of any error of omission or in the event that the Applicant does not wish to proceed with the Facility, failing which the Applicant shall be deemed to have confirmed and accepted the terms and conditions as set out in the Letter of Notification and the Applicant 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 the Applicant or the Applicant does not wish to proceed with the Facility. In the event the Applicant notify the Bank in writing that the Applicant does not wish to proceed with the Facility within the aforesaid 14 calendar days, the Applicant will remain liable for the documentation fee and stamp duties relating to the Facility.

14. SPECIAL CONDITIONS

If applicable the portion of the Applicant's Sale Price to be utilized for the Group Term Financing Takaful (GTFT) contribution shall be up to a maximum of five percent of the total ASB Units purchased. Shortfall in Group Term Financing Takaful (GTFT) is to be self-financed with Sun Life Malaysia Takaful 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 GTFT Takaful coverage shall be terminated with immediate effect upon the Bank's notification to Sun Life Malaysia Takaful Berhad. The Bank is authorised to claim the application cash value from Sun Life Malaysia Takaful Berhad towards payment of the actual outstanding amount owing under the Facility.

15. 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 Facility 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 the Applicant and any fee or expense incurred in connection thereto shall be borne by the Applicant. The Bank retains the right to debit all fees and expenses incurred by the Bank from the Applicant's financing account.

16. ASB UNITS AS SECURITY

The Applicant (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 the Applicant's (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 ("ASB Units") that the Applicant shall be entitled to purchase as determined by ASNB (as the case may be), as continuing security for the payment, on demand, of all and/or any of the Applicant liabilities with the Bank whether currently or hereafter owing including profits and all other charges up to the date of payment.

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. 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 the Applicant (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 charge over the ASB Units and the Applicant (and/or the security party, wherever applicable) shall act/do as required within the period stipulated by the Bank.

The Applicant 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.

The term or reference "ASB Units" shall mean the ASB Units or ASB2 Units as the case may be, which are charged and/or assigned and/or pledged to and/or deposited with the Bank.

17. 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 the Applicant to the Bank and/or each security party from time to time, notwithstanding:

- (i) that the Applicant or any security party cease to be indebted to the Bank for any period or periods;
- (ii) that any of the Applicant's account(s) and/or security party with the Bank from any reason whatsoever ceases to be current and notwithstanding any settlement of account(s) or otherwise;
- (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) the Applicant's bankruptcy or the bankruptcy/winding up of any security party, whether voluntary or compulsory.

18. 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 payable by the Applicant and/or security party, have a general lien on all the Applicant's 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 the Applicant 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 indebtedness owed to the Bank and other monies aforesaid or any right or remedy of the Bank under such bill, note, guarantee, charge or other security.

19. COVENANT TO PROVIDE FURTHER SECURITY

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

20. 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) The Applicant's failure to pay the Instalment(s) when due (including but not limited to non-payment of profit and all monies including any disbursement due and owing to the Bank) and such amount is in arrears for 2 months irrespective whether a demand has been made by the Bank or not;
- (ii) The Applicant's inability to pay the Applicant's indebtedness with any third party when due or the Applicant's commission of any act of bankruptcy;
- (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) The Applicant and/or any one of Applicant (i.e. where the Applicant 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 shall be due from the Applicant and/or any of the Security Party and or any guarantor (collectively, "the Obligors") to the Bank 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, financing, 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 the Applicant and/or the Security Party 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 Applicant and/or the Security Party and the Bank in its sole opinion is of the view that this will adversely affect the Applicant'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 Applicant's 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 the Applicant 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).

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

Upon the occurrence of any of the events of default stated above, the Bank reserves the right to recall, cancel, withdraw and/or suspend the Facility immediately, and the Applicant and/or any one of the Applicant shall on the Bank's written notice to the Applicant and/or any one of the Applicant pay 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 the Applicant and/or the security party and the security in favour of the Bank shall become immediately enforceable and exercisable by the Bank.

21. DISPOSAL OF ASB UNITS CHARGED TO THE BANK

The Bank reserves the right to, after giving the Applicant 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 the Applicant's 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 the Applicant's liability with the Bank. Any shortfall in the account is to be settled by the Applicant. 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.

The Applicant 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 the Applicant 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.

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

If any sum paid or recovered in respect of the Applicant's liabilities is less than the amount owing, the Bank may 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 or may credit or transfer any monies standing to the credit of the Applicant's bank account(s) of whatever description and wherever located towards discharge of the sum due to the Bank to a non-profit bearing suspense account for as long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards the discharge of any money or liabilities due or incurred by the Applicant to the Bank.

23. MATERIAL ADVERSE CHANGE

The Bank reserves the right to terminate the Facility in the event of any material adverse change in the Applicant's financial conditions which might affect the Applicant's ability to comply with the obligations under the Terms and Conditions herein.

24. 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 Profit or the Profit Amount payable, shall be conclusive evidence for all purposes (including but not limited to legal proceedings). In addition, should the Applicant 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 the Applicant's liability (ies) to the Bank of the amount stated therein.

25. SET OFF/SECURITY FOR PRESENT AND FUTURE INDEBTEDNESS

The Applicant's indebtedness to the Bank herein which includes present and future indebtedness which may be incurred by the Applicant at any time or from time to time whether as customer and or guarantor and or security provider shall be secured by the security created herein or from time to time by the Applicant 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, financing 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.

26. RIGHT TO OUTSOURCE DEBT COLLECTION

If any money payable under the Facility is required to be recovered from the Applicant, the Bank reserves the right to outsource the debt collection to an external agency which the Bank chooses at its sole discretion by giving the Applicant at least 7 calendar days' notice and the Applicant 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.

27. 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 adequate notice to the Applicant. All costs and expenses relating to such transfer, sale or assignment shall be borne by the Applicant. The Applicant may not transfer or assign any of the Applicant's rights, benefits and obligations under these Terms and Conditions, in the Letter of Confirmation 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.

28. 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 the Applicant shall be addressed and delivered to the Applicant at the Applicant's 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) 24 hours 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 the Applicant to the Bank shall be effective only when the Bank actually receives it.

The Applicant is to notify the Bank promptly of any change of the Applicant's 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 the Applicant's address as specified in this Application Form, or the Applicant's 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.

29. NOTICE BY BANK VIA ANY INSTANTANEOUS MODE OF COMMUNICATION

Any notices from the Bank (including but not limited to reminders or demand for payment 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.

30. 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, the Applicant shall promptly pay to the Bank such amount as the Bank may determine in its absolute discretion upon the Bank's notice to the Applicant and the Applicant shall indemnify the Bank against such cost or increased cost or such liability provided that such increased cost shall not result in the Applicant having to pay more than the Bank's Sale Price.

31. INDEPENDENT PAYMENT OBLIGATIONS

The Applicant hereby expressly agree and declare that each of the Applicant's obligations to pay 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.

32. 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, the Applicant 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 profit 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 the Applicant's 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 the Applicant save for any manifest error).

33. UNDERTAKING(S)

The Applicant 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 fulfill any obligation imposed under such undertaking(s) without investigation or enquiry. The Applicant and/or the security party shall not be entitled whether at law or in equity to prohibit or to demand that the Bank withhold any payment or refrain from performing any obligation required pursuant to such undertaking(s) regardless of whether the Applicant and/or the security party may have any claim, counterclaim or right to set off against the recipient of such undertaking. Notwithstanding the provision herein, the Bank has the sole and absolute discretion to vary, amend, revoke, withdraw, substitute, suspend and/or to seek a discharge of such undertaking(s) without affecting or impairing the Applicant's and/or the security party's obligations to the Bank.

34. 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 in any way responsible for any loss or damage to the Applicant arising from any act, default, omission, misconduct or negligence from such delegate or sub-delegate.

35. POWER OF ATTORNEY

The Applicant by way of security hereby irrevocably appoints the Bank and every such delegate or sub-delegate (if any) as the Bank may designate as the Applicant's Attorney in the Applicant's name or otherwise with full powers of substitution to execute and do all such assurances, acts and things which the Applicant 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 the Applicant 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 the Applicant's 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 the Applicant 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.

36. 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.

37. DISCLOSURE

Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by the Applicant; and (ii) require the Applicant's express consent for disclosure of information to third parties for the stated purposes, the Applicant hereby agree and authorise the Bank to disclose any information relating or contained in the Application Form, these Terms and Conditions, the Facility, the Applicant and/or the Applicant's 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 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 any takaful/insurance company which the Bank may deem fit in connection with any takaful/insurance policy which the Bank may wish to take pursuant to this Terms and Conditions;
- (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 the Applicant by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to the Applicant): 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 the Applicant's information (excluding information relating to the Applicant's affairs or account) with third parties for strategic alliances, marketing and promotional purposes, the Bank shall ensure that consent from the Applicant has been obtained.

The Applicant 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, negligence, 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 willful default.

38. COMPLIANCE WITH LAWS/REGULATORY REQUIREMENTS/ISLAMIC 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 the Applicant representing and undertaking that the financing by the Bank herein and the Bank's agreement to grant or make or continue to make available the Facility to the Applicant will not contravene nor be in breach of any prevailing law 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 Islamic 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 Facility to persons connected to the Bank; (ii) any financing limit or restriction that may be imposed upon the Bank from time to time by BNM or any other governmental authority.

The Applicant 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, the Applicant 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.

39. PRIVACY CLAUSE

- (i) The Applicant hereby confirm that the Applicant 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) and the clauses herein, as may relate to the processing of the Applicant's personal information. For the avoidance of doubt, the Applicant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (ii) In the event the Applicant provide personal and financial information relating to third parties, including information relating to the Applicant's next-of-kin and dependents, for the purpose of opening or operating the Applicant's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Applicant (a) confirm that the Applicant 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) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial

information; and (d) agrees to the Bank's right to terminate this agreement should such consent be withdrawn by any of the said third parties.

- (iii) Where the Applicant 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 the Applicant's behalf, the Applicant agree to the above said disclosures on behalf of the Applicant and others involved in the said cross-border transaction.
- (iv) 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 the Applicant's 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 the Applicant's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under this agreement. The Applicant will be linked by credit reporting/reference agencies to any other names the Applicant use or have used, and any joint and several applicants. The Bank may also share information about the Applicant and how the Applicant manage the Applicant's account(s)/facility(ies) with relevant credit reporting/reference agencies.
- (v) Even after the Applicant has provided the Bank with any information, the Applicant 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.
- (vi) The Bank reserves the right to amend this clause from time to time at the Bank's sole discretion and shall provide prior notification to the Applicant 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.
- (vii) 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.
- (viii) The Applicant 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.
- (ix) This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

40. IMPORTANT NOTICE

- (i) The Bank reserves the right to withdraw and/or cancel the Facility, by giving the Applicant 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 at least 21 calendar days prior notice. Notification to the Applicant 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 the Applicant's 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 the Applicant 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 the Applicant 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 profit rates, commission, and/or any other charges. In respect of change in fees and charges and change in profit rates arising from the change in the Applicant's risk profile, the Bank shall be entitled to change the fees and/or charges and/or the profit rates contained herein by giving the Applicant at least 21 calendar days' prior notice provided that any change in the profit rates shall not exceed the CPR.
- (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 the Applicant from time to time.
- (v) Where required by the Bank, the Applicant is 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, the Applicant is 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 the Applicant 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 the Applicant, the Applicant's 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 the Applicant 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 the Applicant for the Bahasa Malaysia version of the Terms and Conditions herein, the Bank shall provide the same and allow the Applicant 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 the Applicant.

41. COMPLAINTS HANDLING

In the event of any complaint relating to any matter herein, the Applicant 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 the Applicant) : 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:

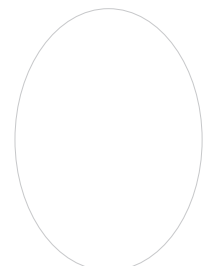
1. The higher the margin of financing/loan (that is, the amount of money financed by the Financial Institution for every ringgit of your own money which you put in as deposit or down payment), the greater the potential for losses as well as gains.
2. You should assess whether you have the ability to 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)



“Outstanding Bank’s Purchase Price” shall mean the Facility Amount portion of the Bank’s Sale Price which has not been paid to the Bank;
“Profit Amount” means the profit of the Bank which shall form part of the Bank’s Sale Price;
“Settlement Amount” means the amount payable by the Applicant to the Bank more particularly described in Clause 9;
“Security” means the security required by the Bank to be provided by the Applicant for securing the payment of all the amounts due and payable by the Applicant to the Bank now or at any time hereafter under the Facility or any existing or future facilities under any agreement as more particularly described in Clause 16;
“Tenure” means the period for the payment of the Bank’s Sale Price by the Applicant to the Bank as specified in the Appendix.

2. DOCUMENTATION FEE/SERVICE FEE

2.1 A non-refundable documentation fee as specified in the Appendix is payable to the Bank. The Bank reserves the right to debit the Applicant’s financing account in respect of the said fee upon the disbursement of the Facility.

2.2 The following service fees will be charged to Applicant’s 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, the Applicant shall be liable for any taxes payable in connection with or arising out of this Agreement or any services in connection herewith.

3. SALE OF COMMODITY

3.1 The sale of the Commodity by the Bank to the Applicant at the Bank’s Sale Price is conditional upon the execution of security documents and any other documents required by the Bank from time to time in the form and content acceptable to the Bank.

3.2 Upon conclusion on the sale of the Commodity by the Bank to the Applicant, the legal and/or beneficial title, ownership, rights, risk and interests of the Commodity shall immediately be transferred to the Applicant and the Bank shall immediately enable the Applicant to take possession of the Commodity. The parties agree that the Commodity is sold on an “as is where is basis” free from all encumbrances, charges, liens and/or restraints whatsoever and without any representation or warranty in respect thereof. The Applicant also agrees to waive his/her right to terminate the sale of the Commodity by the Bank to the Applicant in the event the Commodity is found to be defective.

4. APPOINTMENT OF BANK AS AGENT

4.1 Subject to the approval of the Facility by the Bank, the Applicant appoints the Bank as his/her agent:-

- (a) to execute on the Applicant’s behalf the purchase of the Commodity by the Applicant from the Bank at the Bank’s Sale Price; and
- (b) to sell the Commodity to any third party at the Applicant’s Sale Price after the conclusion of the sale of the Commodity by the Bank to the Applicant,

4.2 For the avoidance of doubt, the Bank shall only be obliged to act as the Applicant’s agent as stated in Clause 4.1(a) and (b) above if the Facility has been approved by the Bank.

4.3 The Applicant agrees to indemnify the Bank against any liability, damages, losses or expenses (including legal expenses on a solicitor and client and on a full indemnity basis) which the Bank may sustain or incur as a consequence of any of the Bank’s actions in acting as the Applicant’s agent in respect of any of the matters specified in Clause 4.1 above.

4.4 Upon the sale of the Commodity at the Applicant’s Sale Price by the Bank as the Applicant’s agent in accordance with Clause 4.1(b) above, the Bank shall credit the Applicant’s Sale Price into the Applicant’s account maintained with the Bank.

4.5 The agency created herein shall be dissolved:

- (a) upon conclusion of the agency as stated in Clause 4.1(a) and (b);
- (b) if the Facility granted to the Applicant is terminated prior to execution by the Bank of any of the acts contemplated in Clause 4.1 (a) and (b) above pursuant to a breach of the Terms and Conditions by the Applicant;
- (c) if the Applicant exercises his/her option to terminate the agency due to misconduct, negligence or breach of specified terms of the agency by the Bank; or

4.6 In the event of dissolution of agency pursuant to Clause 4.5(b) or (c) above, the parties liability to the other party for the dissolution of the agency shall be limited to RM1.00.

5. THE BANK’S SALE PRICE

5.1 The Bank’s Sale Price shall be the sum equal to the aggregate of:-

- (a) the Facility Amount; and
- (b) the Profit Amount which is calculated at the CPR

Notwithstanding the above, the Profit Amount of the Bank’s Sale Price payable by the Applicant shall be calculated based on the EPR. The difference between the Profit Amount calculated based on CPR and EPR shall be waived by the Bank by way of Ibra’ as stated herein.

6. CEILING PROFIT RATE, EFFECTIVE PROFIT RATE AND BASE RATE

The CPR and EPR shall be such rates as specified in the Appendix. In the event of any change in the BR at any time during the Tenure, the EPR shall be varied accordingly provided that in the event of any increment in the EPR, such increment shall not exceed the CPR.

7. PAYMENT OF THE BANK’S SALE PRICE

The Bank’s Sale Price shall be paid by the Applicant to the Bank by way of monthly instalments during the Tenure. The amount of monthly instalments payable shall be as notified by the Bank to the Applicant. 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 the Applicant. 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 the Applicant. The instalment amount payable will be based on the EPR at the time of commencement of the first instalment. This instalment amount is subject to change based on any change in the EPR resulting from changes in the BR in accordance with Clause 6 above.

8. IBRA’ (REBATE)

The Bank shall grant Ibra’ in the following circumstances :

(a) Difference in Profit Amount calculated based on CPR and EPR

The difference between the Profit Amount calculated based on CPR and EPR shall be waived by the Bank by way of Ibra’.

(b) Partial Settlement

In the event the Applicant exercises its right under Clause 10.2 below, the Profit Amount equivalent to the EPR calculated on the Partial Settlement Amount (as defined in Clause 10.2 below), calculated from the date of receipt of the Partial Settlement Amount until end of Tenure or upon receipt of the Settlement Amount (for Early Settlement), whichever is earlier, shall be waived by the Bank by way of Ibra’. The said waiver by the Bank shall be upon receipt of the Settlement Amount or the end of Tenure, whichever is earlier.

(c) Early Settlement or Event of Default

The Bank shall grant an Ibra’ on the Bank’s Sale Price upon receipt of the Settlement Amount pursuant to:-

- (i) the Applicant exercising his/her right for early settlement; or
- (ii) the Bank exercising its right to terminate the Facility upon Event of Default.

9. SETTLEMENT AMOUNT

The Settlement Amount payable by the Applicant to the Bank upon the Applicant exercising the Applicant’s rights for early settlement or upon the Bank declaring an Event of Default will be calculated based on the following formula:

The Settlement Amount shall be the aggregate of:-

- (a) Outstanding Bank’s Purchase Price; and
- (b) Profit Amount based on EPR calculated up to the date Settlement Amount is paid LESS Profit Amount based on EPR which has been paid to the Bank;
- (c) Ta’widh (compensation) calculated up to the date the Settlement Amount is paid;
- (d) Other charges (if any).

whereby the difference between the Bank’s Sale Price and items (a) and (b) of the Settlement Amount and the portion of the Bank’s Sale Price which has been paid to the Bank shall be waived by way of Ibra’.

10. EARLY SETTLEMENT/PARTIAL SETTLEMENT

- 10.1 The Applicant shall be entitled to make early settlement of the Facility at any time during the Tenure by giving at least thirty (30) business days advance written notice to the Bank and paying the Settlement Amount which must be made on the date(s) as may be determined by the Bank. The Settlement Amount payable shall be determined in accordance with Clause 9 above.
- 10.2 Subject to Clause 10.3 below, the Applicant shall be entitled to make partial settlement of the Facility at any time during the Tenure by paying the partial settlement amount ("Partial Settlement Amount") to the Bank. The Partial Settlement Amount shall be applied by the Bank to part settle the Outstanding Bank's Purchase Price at the time the Partial Settlement Amount is received by the Bank. Pursuant thereto, the Applicant shall continue to pay the Instalment(s) in accordance with the Terms and Conditions herein and the Tenure shall be adjusted accordingly.
- 10.3 The Applicant shall give to the Bank at least thirty (30) business days advance written notice to the Bank if the Applicant wish to make a partial settlement of the Facility failing which such Partial Settlement Amount received by the Bank shall be treated as payment of advance instalment(s) and not applied towards part settlement of the Outstanding Bank's Purchase Price.
- 10.4 Any amount made as early settlement or partial settlement shall not subsequently be available for re-drawing. Such early settlement or partial settlement in respect of the Facility will not be subject to any fee and/or charges.

11. TA'WIDH (COMPENSATION)

Notwithstanding anything contained herein, the Applicant hereby agrees, covenants and undertakes to pay to the Bank ta'widh (compensation) as follows:

- (a) for default in payment during the Tenure, the ta'widh (compensation) rate that shall be applied is up to one per centum (1%) per annum or any other rates approved by BNM on the balance of Monthly Payments from the due date(s) for payment of such Monthly Payment(s) until the date when payment is received by the Bank;
- (b) for default in payment during the Tenure, where such default causes the entire Facility to be terminated or brought to court for judgment prior to Maturity, the ta'widh (compensation) rate that shall be applied is up to one per centum (1%) per annum or any other rates approved by BNM on the outstanding Bank's Sale Price less Ibra' ("Outstanding Balance"), from the date the entire Facility is terminated until the date the Outstanding Balance is received by the Bank or the judgment is obtained, whichever is earlier; and
- (c) for default in payment beyond the Tenure, the ta'widh (compensation) rate to be applied shall not be more than the BNM's prevailing daily overnight Islamic Interbank Money Market Rate (IIMM) or any other rates approved by BNM on the Outstanding Balance from the date the Tenure expires until the date the Outstanding Balance is received by the Bank; subject always to Ibra' wherever applicable.

The accumulated ta'widh (compensation) shall not exceed one hundred percent (100%) of the Outstanding Bank's Purchase Price.

12. PRE-DISBURSEMENT CONDITIONS

The Applicant's Sale Price will be disbursed subject to the fulfillment of the following conditions :

- (a) Upon the Bank's receipt of the Application Form duly accepted and signed by the Applicant; and
- (b) Differential sum in financing amount has been paid (if any); and
- (c) Receipt by the Bank of any takaful policies required by the Bank, which takaful policies shall be in form and content acceptable to the Bank, from takaful companies acceptable to the Bank; and
- (d) The Bank has received confirmation from Amanah Saham Nasional Berhad pertaining to Applicant's entitlement to purchase the relevant ASB units; and
- (e) The Bank has received favourable results of searches and no negative indications from CCRIS, FIS or any other reference agencies deemed necessary by the Bank; and
- (f) The grant of the Facility has been approved by the Bank.

13. LETTER OF NOTIFICATION

Upon the Bank's acceptance of the Applicant's application for the Facility (which shall be determined at the Bank's sole discretion), the Bank will mail to the Applicant a letter of notification stating the Facility Amount granted and the relevant takaful contribution payable, the total amount of Profit Amount, the total payment amount, Tenure, particulars of the ASB Units which have been charged to the Bank in support of the Facility, the applicable CPR, EPR and BR 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.

The Applicant is required to promptly notify the Bank in writing within 14 calendar days from the date the Applicant receives or is deemed to have received the Letter of Notification from the Bank of any error of omission or in the event that the Applicant does not wish to proceed with the Facility, failing which the Applicant shall be deemed to have confirmed and accepted the terms and conditions as set out in the Letter of Notification and the Applicant 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 the Applicant or the Applicant does not wish to proceed with the Facility. In the event the Applicant notify the Bank in writing that the Applicant does not wish to proceed with the Facility within the aforesaid 14 calendar days, the Applicant will remain liable for the documentation fee and stamp duties relating to the Facility.

14. SPECIAL CONDITIONS

If applicable the portion of the Applicant's Sale Price to be utilized for the Group Term Financing Takaful (GTFT) contribution shall be up to a maximum of five percent of the total ASB Units purchased. Shortfall in Group Term Financing Takaful (GTFT) is to be self-financed with Sun Life Malaysia Takaful 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 GTFT Takaful coverage shall be terminated with immediate effect upon the Bank's notification to Sun Life Malaysia Takaful Berhad. The Bank is authorised to claim the application cash value from Sun Life Malaysia Takaful Berhad towards payment of the actual outstanding amount owing under the Facility.

15. 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 Facility 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 the Applicant and any fee or expense incurred in connection thereto shall be borne by the Applicant. The Bank retains the right to debit all fees and expenses incurred by the Bank from the Applicant's financing account.

16. ASB UNITS AS SECURITY

The Applicant (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 the Applicant's (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 ("ASB Units") that the Applicant shall be entitled to purchase as determined by ASNB (as the case may be), as continuing security for the payment, on demand, of all and/or any of the Applicant liabilities with the Bank whether currently or hereafter owing including profits and all other charges up to the date of payment.

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. 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 the Applicant (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 charge over the ASB Units and the Applicant (and/or the security party, wherever applicable) shall act/do as required within the period stipulated by the Bank.

The Applicant 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.

The term or reference "ASB Units" shall mean the ASB Units or ASB2 Units as the case may be, which are charged and/or assigned and/or pledged to and/or deposited with the Bank.

17. 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 the Applicant to the Bank and/or each security party from time to time, notwithstanding:

- (i) that the Applicant or any security party cease to be indebted to the Bank for any period or periods;
- (ii) that any of the Applicant's account(s) and/or security party with the Bank from any reason whatsoever ceases to be current and notwithstanding any settlement of account(s) or otherwise;
- (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) the Applicant's bankruptcy or the bankruptcy/winding up of any security party, whether voluntary or compulsory.

18. 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 payable by the Applicant and/or security party, have a general lien on all the Applicant's 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 the Applicant 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 indebtedness owed to the Bank and other monies aforesaid or any right or remedy of the Bank under such bill, note, guarantee, charge or other security.

19. COVENANT TO PROVIDE FURTHER SECURITY

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

20. 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) The Applicant's failure to pay the Instalment(s) when due (including but not limited to non-payment of profit and all monies including any disbursement due and owing to the Bank) and such amount is in arrears for 2 months irrespective whether a demand has been made by the Bank or not;
- (ii) The Applicant's inability to pay the Applicant's indebtedness with any third party when due or the Applicant's commission of any act of bankruptcy;
- (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) The Applicant and/or any one of Applicant (i.e. where the Applicant 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 shall be due from the Applicant and/or any of the Security Party and or any guarantor (collectively, "the Obligors") to the Bank 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, financing, 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 the Applicant and/or the Security Party 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 Applicant and/or the Security Party and the Bank in its sole opinion is of the view that this will adversely affect the Applicant'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 Applicant's 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 the Applicant 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).

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

Upon the occurrence of any of the events of default stated above, the Bank reserves the right to recall, cancel, withdraw and/or suspend the Facility immediately, and the Applicant and/or any one of the Applicant shall on the Bank's written notice to the Applicant and/or any one of the Applicant pay 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 the Applicant and/or the security party and the security in favour of the Bank shall become immediately enforceable and exercisable by the Bank.

21. DISPOSAL OF ASB UNITS CHARGED TO THE BANK

The Bank reserves the right to, after giving the Applicant 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 the Applicant's 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 the Applicant's liability with the Bank. Any shortfall in the account is to be settled by the Applicant. 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.

The Applicant 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 the Applicant 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.

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

If any sum paid or recovered in respect of the Applicant's liabilities is less than the amount owing, the Bank may 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 or may credit or transfer any monies standing to the credit of the Applicant's bank account(s) of whatever description and wherever located towards discharge of the sum due to the Bank to a non-profit bearing suspense account for as long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards the discharge of any money or liabilities due or incurred by the Applicant to the Bank.

23. MATERIAL ADVERSE CHANGE

The Bank reserves the right to terminate the Facility in the event of any material adverse change in the Applicant's financial conditions which might affect the Applicant's ability to comply with the obligations under the Terms and Conditions herein.

24. 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 Profit or the Profit Amount payable, shall be conclusive evidence for all purposes (including but not limited to legal proceedings). In addition, should the Applicant 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 the Applicant's liability (ies) to the Bank of the amount stated therein.

25. SET OFF/SECURITY FOR PRESENT AND FUTURE INDEBTEDNESS

The Applicant's indebtedness to the Bank herein which includes present and future indebtedness which may be incurred by the Applicant at any time or from time to time whether as customer and or guarantor and or security provider shall be secured by the security created herein or from time to time by the Applicant 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, financing 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.

26. RIGHT TO OUTSOURCE DEBT COLLECTION

If any money payable under the Facility is required to be recovered from the Applicant, the Bank reserves the right to outsource the debt collection to an external agency which the Bank chooses at its sole discretion by giving the Applicant at least 7 calendar days' notice and the Applicant 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.

27. 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 adequate notice to the Applicant. All costs and expenses relating to such transfer, sale or assignment shall be borne by the Applicant. The Applicant may not transfer or assign any of the Applicant's rights, benefits and obligations under these Terms and Conditions, in the Letter of Confirmation 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.

28. 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 the Applicant shall be addressed and delivered to the Applicant at the Applicant's 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) 24 hours 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 the Applicant to the Bank shall be effective only when the Bank actually receives it.

The Applicant is to notify the Bank promptly of any change of the Applicant's 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 the Applicant's address as specified in this Application Form, or the Applicant's 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.

29. NOTICE BY BANK VIA ANY INSTANTANEOUS MODE OF COMMUNICATION

Any notices from the Bank (including but not limited to reminders or demand for payment 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.

30. 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, the Applicant shall promptly pay to the Bank such amount as the Bank may determine in its absolute discretion upon the Bank's notice to the Applicant and the Applicant shall indemnify the Bank against such cost or increased cost or such liability provided that such increased cost shall not result in the Applicant having to pay more than the Bank's Sale Price.

31. INDEPENDENT PAYMENT OBLIGATIONS

The Applicant hereby expressly agree and declare that each of the Applicant's obligations to pay 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.

32. 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, the Applicant 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 profit 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 the Applicant's 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 the Applicant save for any manifest error).

33. UNDERTAKING(S)

The Applicant 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 fulfill any obligation imposed under such undertaking(s) without investigation or enquiry. The Applicant and/or the security party shall not be entitled whether at law or in equity to prohibit or to demand that the Bank withhold any payment or refrain from performing any obligation required pursuant to such undertaking(s) regardless of whether the Applicant and/or the security party may have any claim, counterclaim or right to set off against the recipient of such undertaking. Notwithstanding the provision herein, the Bank has the sole and absolute discretion to vary, amend, revoke,

withdraw, substitute, suspend and/or to seek a discharge of such undertaking(s) without affecting or impairing the Applicant's and/or the security party's obligations to the Bank.

34. 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 in any way responsible for any loss or damage to the Applicant arising from any act, default, omission, misconduct or negligence from such delegate or sub-delegate.

35. POWER OF ATTORNEY

The Applicant by way of security hereby irrevocably appoints the Bank and every such delegate or sub-delegate (if any) as the Bank may designate as the Applicant's Attorney in the Applicant's name or otherwise with full powers of substitution to execute and do all such assurances, acts and things which the Applicant 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 the Applicant 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 the Applicant's 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 the Applicant 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.

36. 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.

37. DISCLOSURE

Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by the Applicant; and (ii) require the Applicant's express consent for disclosure of information to third parties for the stated purposes, the Applicant hereby agree and authorise the Bank to disclose any information relating or contained in the Application Form, these Terms and Conditions, the Facility, the Applicant and/or the Applicant's 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 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 any takaful/insurance company which the Bank may deem fit in connection with any takaful/insurance policy which the Bank may wish to take pursuant to this Terms and Conditions;
- (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 the Applicant by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to the Applicant): 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 the Applicant's information (excluding information relating to the Applicant's affairs or account) with third parties for strategic alliances, marketing and promotional purposes, the Bank shall ensure that consent from the Applicant has been obtained.

The Applicant 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, negligence, 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 willful default.

38. COMPLIANCE WITH LAWS/REGULATORY REQUIREMENTS/ISLAMIC 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 the Applicant representing and undertaking that the financing by the Bank herein and the Bank's agreement to grant or make or continue to make available the Facility to the Applicant will not contravene nor be in breach of any prevailing law 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 Islamic 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 Facility to persons connected to the Bank; (ii) any financing limit or restriction that may be imposed upon the Bank from time to time by BNM or any other governmental authority.

The Applicant 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, the Applicant 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.

39. PRIVACY CLAUSE

- (i) The Applicant hereby confirm that the Applicant 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) and the clauses herein, as may relate to the processing of the Applicant's personal information. For the avoidance of doubt, the Applicant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (ii) In the event the Applicant provide personal and financial information relating to third parties, including information relating to the Applicant's next-of-kin and dependents, for the purpose of opening or operating the Applicant's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Applicant (a) confirm that the Applicant 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) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate this agreement should such consent be withdrawn by any of the said third parties.
- (iii) Where the Applicant 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 the Applicant's behalf, the Applicant agree to the above said disclosures on behalf of the Applicant and others involved in the said cross-border transaction.
- (iv) 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 the Applicant's 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 the Applicant's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under this agreement. The Applicant will be linked by credit reporting/reference agencies to any other names the Applicant use or have used, and any joint and several applicants. The Bank may also share information about the Applicant and how the Applicant manage the Applicant's account(s)/facility(ies) with relevant credit reporting/reference agencies.

- (v) Even after the Applicant has provided the Bank with any information, the Applicant 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.
- (vi) The Bank reserves the right to amend this clause from time to time at the Bank's sole discretion and shall provide prior notification to the Applicant 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.
- (vii) 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.
- (viii) The Applicant 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.
- (ix) This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

40. IMPORTANT NOTICE

- (i) The Bank reserves the right to withdraw and/or cancel the Facility, by giving the Applicant 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 at least 21 calendar days prior notice. Notification to the Applicant 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 the Applicant's 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 the Applicant 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 the Applicant 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 profit rates, commission, and/or any other charges. In respect of change in fees and charges and change in profit rates arising from the change in the Applicant's risk profile, the Bank shall be entitled to change the fees and/or charges and/or the profit rates contained herein by giving the Applicant at least 21 calendar days' prior notice provided that any change in the profit rates shall not exceed the CPR.
- (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 the Applicant from time to time.
- (v) Where required by the Bank, the Applicant is 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, the Applicant is 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 the Applicant 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 the Applicant, the Applicant's 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 the Applicant 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 the Applicant for the Bahasa Malaysia version of the Terms and Conditions herein, the Bank shall provide the same and allow the Applicant 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 the Applicant.

41. COMPLAINTS HANDLING

In the event of any complaint relating to any matter herein, the Applicant 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 the Applicant) : 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 Term Financing-i. Be sure to also read carefully the Terms & Conditions. Seek clarification from CIMB Islamic Bank Berhad if you do not understand any part of this document or the general term.)

CIMB Islamic Bank Berhad

Term Financing-i Secured by Amanah Saham Bumiputera (ASB) Certificate ("Facility")

Date : _____

1. What is this product about?

This is a Shariah-Compliant term financing facility secured by Amanah Saham Bumiputera (ASB) or Amanah Saham Bumiputera 2 (ASB2) Units from Amanah Saham Nasional Berhad (ASNB) where the calculation for the payment of the monthly instalments is on a variable rate basis subject to it not exceeding the Ceiling Profit Rate.

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

We also have Group Term Financing Takaful (GTFT) which is an optional takaful plan you may choose to take up to protect your Term Financing-i. The GTFT plan is managed and issued by Sun Life Malaysia Takaful Berhad.

2. How is the Shariah concept applicable?

The Facility is based on the Shariah concept of Commodity Murabahah. A specific Shariah compliant commodity other than ribawi item will be identified and used as the underlying asset for the sale and purchase transaction between the Customer(s) and the Bank for the purpose of availing the funds for the financing.

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 financing and mainly comprises of Customer Deposits and other floating rate funding raised by the Bank to fund these financing.

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 financing.

Example:

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

5. Historical BCOF since implementation of BR

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

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CIMB Islamic Bank Berhad

Term Financing-i Secured by Amanah Saham Bumiputera (ASB) Certificate ("Facility")

Date : _____

6. What do I get from this product?

- Total amount financed : RM _____
- Amount of ASB Units and number of Certificate(s) : _____ units of Amanah Saham Bumiputera/Amanah Saham Bumiputera 2
- Margin of Financing : _____ %
- Tenure (years) : _____ years
- Effective Profit Rate : _____ %
- Ceiling Profit Rate : _____ %
- Bank's Sale Price : _____

Note:

Base Rate (BR) currently @ _____ %

7. What are my obligations?

The total Payment based on Bank's Sale Price is *RM _____

Important : Your Monthly Payments will vary if the BR changes

Rate	Today (BR= _____ %)	If BR goes up 1.00%	If BR goes up 2.00%
Monthly Instalment	RM	RM	RM
Total profit charge at the end of the tenure	RM	RM	RM
Total Payments at the end of the tenure	RM	RM	RM

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

* Total Payments is based on Ceiling Profit Rate. Ibra'(rebate) will be given on the difference between Ceiling Profit Rate and Effective Profit Rate on monthly basis.

The Bank shall grant rebate (Ibra') to the Customer(s) on, but not limited to, the following events :

- There is a difference in Profit Portion Calculation based on the Ceiling Profit Rate and Effective Profit rate;
- The Customer(s) makes early settlement or termination upon an event of default

For avoidance of doubt, it is hereby acknowledged and agreed that the rebates referred to herein shall not be construed in any manner whatsoever as cash rebate payable to the Customer(s), but shall be reflected as a reduction in the profit element of the monthly payments of the Facility.

Notes :

- Payment may fluctuate based on the movement of BR.
- The fluctuations of BR are as follows :-
 - If BR is at moving downtrend, the monthly payment will decrease.
 - If BR is at moving uptrend, the monthly payment will increase.
- The customer will be advised of the new payment upon the changes in BR via notification letter.
- Variation in monthly payment is capped at the Ceiling Profit Rate mentioned above.

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CIMB Islamic Bank Berhad

Term Financing-i Secured by Amanah Saham Bumiputera (ASB) Certificate ("Facility")

Date : _____

8. 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 Facility or any services in connection therewith.

9. What if I fail to fulfil my obligations?

Ta'widh (Compensation)

- (a) For default in payment during the Tenure, the ta'widh (compensation) rate that shall be applied is up to one per centum (1%) per annum or any other rates approved by BNM on the balance of Monthly Payments from the due date(s) for payment of such Monthly Payment(s) until the date when payment is received by the Bank;
- (b) For default in payment during the Tenure, where such default causes the entire Facility to be terminated or brought to court for judgment prior to Maturity, the ta'widh (compensation) rate that shall be applied is up to one per centum (1%) per annum or any other rates approved by BNM on the outstanding Bank's Sale Price less Ibra' ("Outstanding Balance"), from the date the entire Facility is terminated until the date the Outstanding Balance is received by the Bank or the judgment is obtained, whichever is earlier; and
- (c) For default in payment beyond the Tenure, the ta'widh (compensation) rate to be applied shall not be more than the BNM's prevailing daily overnight Islamic Interbank Money Market Rate (IIMM) or any other rates approved by BNM on the Outstanding Balance from the date the Tenure expires until the date the Outstanding Balance is received by the Bank;

subject always to Ibra' wherever applicable.

The accumulated ta'widh (compensation) shall not exceed one hundred percent (100%) of the Outstanding Bank's Purchase Price.

Notes :

* Legal action will be taken if you fail to respond to reminder notices.

- Review : The Bank retains the absolute right to review and terminate the Facility granted to you in the event the Facility is being used for non-Shariah compliant activities or upon occurrence of any other event of defaults as agreed in the Terms and Conditions.
- Right to set-off : We have the right to set-off any credit balance in your account maintained with us against any outstanding balance in this financing account.
- Bankruptcy : You may be subject to bankruptcy proceedings if the outstanding amount reaches a certain limit. Repercussions of being adjudged a bankrupt will result in freezing and confiscation of your assets.

* Legal action against you may affect your credit rating leading to credit being more difficult to obtain or expensive for you

10. What if I fully settle the financing before its maturity?

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

Should you have an existing GTFT, you will have the option to continue the coverage as a reducing term takaful plan.

11. Do I need a guarantor or collateral?

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

12. 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 correspondences reach you in a timely manner. To update your contact details, you may inform us in writing or reach us via one of the following channels :

1. Please visit your Home Branch.
2. Please call our Call Centre at +603 6204 7788.

PRODUCT DISCLOSURE SHEET

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CIMB Islamic Bank Berhad

Term Financing-i Secured by Amanah Saham Bumiputera (ASB) Certificate ("Facility")

Date : _____

13. Where can I get assistance and redress?

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

CIMB Islamic Bank Berhad
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

You may also register for BNM's free "Pengurusan Wang Ringgit Anda (POWER!)" Programme specially designed to equip you with essential financial knowledge and skills in money and personal debt management. You may get more information about the Programme from leaflets (available at our branches) or from AKPK's website.

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

CIMB Islamic Bank Berhad
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 satisfactorily resolved 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 : bnmtelelink@bnm.gov.my

14. Other financing packages available

a) Term financing-i against other collaterals accepted by the Bank.

IMPORTANT NOTE : LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU DO NOT KEEP UP PAYMENTS ON YOUR TERM FINANCING-i FACILITY.

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:

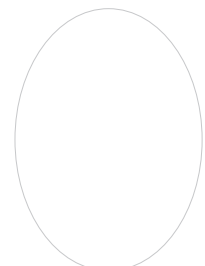
1. The higher the margin of financing/loan (that is, the amount of money financed by the Financial Institution for every ringgit of your own money which you put in as deposit or down payment), the greater the potential for losses as well as gains.
2. You should assess whether you have the ability to 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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