

Standard Terms & Conditions for Saadiq Home Financing Facility under the Syariah principle of Musyarakah (the "Facility") Granted By Standard Chartered Saadiq Berhad (the "Bank")  
Forming Part of the Bank's Letter of Offer  
**(1<sup>st</sup> and 3<sup>rd</sup> Party Financing)**

(1) ISLAMIC CONCEPT APPLICABLE TO THE FACILITY

The Islamic concept applied for the Facility is the Islamic concept stated in the Letter of Offer.

(2) PAYMENT ON DEMAND

Regardless of any provisions contained in these Terms and Conditions and in the Letter of Offer, the Bank may, at its absolute discretion, terminate the Facility and demand immediate payment by you of the Facility amount and other sums of monies payable in relation to the Facility.

(3) PRECONDITIONS TO DISBURSEMENT

(a) The Facility will be made available by the Bank to you, subject to the following:

- (i) completion of legal documentation;
- (ii) fulfilment of such conditions precedent as the Bank may require; and
- (iii) the Bank being satisfied that there are no material changes affecting your financial condition, and that none of the events set out in clause 12 in these Terms and Conditions has occurred.

(b) The Bank may also require the receipt of solicitor's letter advising for disbursement, completion of legal documentation, and the fulfilment of other conditions precedent, including payment of processing fees.

(c) The preconditions to disbursement set out in these Terms and Conditions and in the Letter of Offer are intended for the sole benefit of the Bank. The preconditions may be waived by the Bank, without affecting the right of the Bank to enforce such preconditions for any subsequent utilisation of the Facility.

(4) RIGHT TO REVIEW

(a) The Bank reserves the right to review the Facility at any time. If the Bank, upon such review, considers that an event has taken place that may:

- (i) affect your ability to perform your obligations under the Facility; or
- (ii) jeopardize the security held by the Bank,

the Bank may terminate the Facility.

(b) In the case of a corporation, sole proprietor or partnerships, you shall, at our request, provide and/or submit financial statements (including annual and half yearly accounts) and such other information and documentation in relation to your sole proprietorship/ partnership as may be necessary to enable the Bank to conduct its review.

(5) DIVIDEND ON OPERATING INVESTMENT ACCOUNT (for Saadiq My HomeOne-i only)

When you accept the Saadiq My HomeOne-i Facility, you must open a Saadiq My HomeOne-i operating investment account based on the contract of Mudharabah (profit-sharing). This account will be designated as the transactional investment account for this Facility.

For any placement made into this account, the net amount available (after deducting withdrawals) will entitle you to a rental savings on the Facility. That net amount will be available for withdrawal at any time. The rental savings is calculated based on:

net available balance X rental rate X period that amount was in the account

This savings is reflected in your operating investment account in the following month on a monthly basis. The Bank may change the frequency of this from time to time by giving prior notice to you.

For any amount available in your account which exceeds the outstanding equity balance under the Facility, you are entitled to earn a dividend calculated on a daily profit sharing ratio of 1:99 (Customer:Bank), or any other ratio as notified to you, on the Bank's declared profit (if any).

(6) REPRESENTATIONS AND WARRANTIES

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

- (a) you have the capacity to execute, deliver and perform the terms of the Letter of Offer and these Standard Terms and Conditions;
- (b) your guarantor(s) and the security party(ies) (in the case of your guarantor(s) and/ or such security party(ies) being a body corporate) is/are:
  - (i) company(ies) duly incorporated in and validly existing under the laws of their respective places of incorporation;
  - (ii) have full legal power to enter into and perform all its obligations under the Letter of Offer, these Standard Terms and Conditions, the guarantee and the security documents (as the case may be); and
  - (iii) have taken or will take all steps necessary (including obtaining, renewing on time and complying with the terms of permits, licences, clearances etc.) for the performance of their respective obligations under the Letter of Offer, these Standard Terms and Conditions the guarantee and the security documents (as the case may be);
- (c) neither you, your guarantor(s) nor any security party are in default of any agreement (whether in relation to payment, performance or otherwise) to which you, your guarantor(s) or any security party are parties or by which you, your guarantor(s) or any security party are bound;
- (d) there is no litigation, arbitration or dispute (whether actual, pending or threatened) against yourself or any of your guarantor or security parties;

- (e) all financial statements received or to be received by the Bank in respect of yourself present an accurate view of your financial position;
- (f) there is no material adverse change in:
  - (i) your financial condition or the financial condition of your guarantor or any security party; and
  - (ii) where applicable, the operating environment or management of your business or the business of your guarantor or any security party,  
  
which will materially affect your ability or the ability of your guarantor or security party to perform your/ their obligations under the Letter of Offer, these Standard Terms and Conditions and/or the security documents;
- (g) you and where applicable, your guarantor and each security party are the legal and beneficial owners of any assets or property which are offered as security to the Bank in respect to the Facility, the Letter of Offer, these Standard Terms and Conditions and the security documents;
- (h) acceptance of the Letter of Offer and these Standard Terms and Conditions will constitute valid and enforceable obligations and do not or will not contravene:
  - (i) the provisions of any law or regulation to which you are subject;
  - (ii) any other agreement to which you are a party; or
  - (iii) undertaking by which you or your assets are bound;
- (i) you have fully disclosed in writing to the Bank all facts relating to yourself, your guarantor(s) and the security party(ies) which you know or should reasonably know and which are material for disclosure to the Bank in respect of the Facility;
- (j) all the information furnished by you and where applicable, each guarantor or security party in connection with the Facility do not contain any untrue statement or omit to state any fact. All opinions and all projections contained in such information were honestly made on reasonable grounds after careful consideration;
- (k) the execution, delivery and performance of the obligations created in these Terms and Conditions constitute private and commercial acts rather than governmental or public acts, and neither you, your guarantor(s), the security party(ies) nor any of their properties enjoy any immunity on the grounds of sovereignty or otherwise in respect of their obligations under the Facility;
- (l) no bankruptcy or winding up proceedings have been commenced against yourself, any guarantor and/or any security party;
- (m) you will notify the Bank within 30 calendar days if there is a change in any information which you have provided to the Bank.

Each of the above representations and warranties survive the signing and delivery of the Letter of Offer and these Standard Terms and Conditions. You are deemed to represent and warrant to the

Bank that the representations and warranties above are true and correct in all respects and are repeated on a daily basis.

(7) SECURITY

- (a) Any security taken by the Bank or any money deposited/placed with the Bank will continue to be held by the Bank until:
  - (i) all the amounts outstanding from you, your guarantor and each security party to the Bank under your Facility with the Bank, including contingent liabilities, have been fully settled by you; and
  - (ii) the expired guarantees/bonds/indemnities, documentary or other credits or any instruments entered into by the Bank for your account have been returned to the Bank for cancellation.
- (b) The requirements in (a) above apply regardless of whether:
  - (i) you, your guarantor or any security party ceases to be indebted to the Bank for any period or periods;
  - (ii) any of your account(s) or any account(s) of the guarantor and/or security party with the Bank ceases to be current or has been settled;
  - (iii) there is a change by amalgamation, consolidation or otherwise in the constitution of any guarantor or security party (which is a body corporate) or the Bank; or
  - (iv) you or any guarantor or security party have been subject to bankruptcy or liquidation, whether voluntary or compulsory.

(8) COSTS, EXPENSES AND FEES

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

- (a) All costs and expenses (including abortive costs, stamp duties, printing, out of pocket expenses and all other costs) incurred by the Bank in connection with:
  - (i) the negotiation, preparation and completion of the Facility;
  - (ii) the recovery of the Facility; or
  - (iii) the redemption of any of your accounts or assets,shall be payable by you on demand, on a full indemnity basis.
- (b) Where applicable, the security documents in respect of the Facility are to be prepared by solicitors on the Bank's panel. You agree to pay the said solicitors all legal fees and related expenses in connection with the preparation, stamping and registration of any security documents as may be required by the Bank, even though the said documents are not signed by you.
- (c) If any money payable under the Facility is required to be recovered through any process of law or such other process, or placed in the hands of solicitors for collection, you are liable to pay the Bank's solicitors (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection. You are also liable for the valuation fees,

auctioneers charges, debt collection fees and other professional fees relating to such recovery and/or its enforcement.

- (d) The Bank has the right at any time to debit your account with charges, fees, and all monies arising from the Facility, including the costs mentioned in the preceding paragraphs.

(9) DISCRETION OF BANK AS TO APPLICATION / TRANSFER OF MONIES

If any sum paid or recovered in respect of your liabilities is less than the amount due and payable to the Bank, the Bank may:

- (i) apply that sum in any manner and in such proportion and order towards the amount due to the Bank as the Bank thinks fit; or
- (ii) may credit or transfer any monies standing to the credit of your Bank's account(s) towards discharge of the sum due to the Bank, to a non income bearing suspense account, without any obligation to apply the same towards the discharge of any money or liabilities due by you to the Bank.

(10) SET OFF, COMBINATION OR CONSOLIDATION OF ACCOUNTS

- (a) The Bank is allowed by you at any time and with notice to you to combine, consolidate or merge any of your accounts and liabilities with the Bank held anywhere (whether in or outside Malaysia and whether singly or jointly held with any other person) and may transfer or set off any sums in credit in such accounts towards satisfaction of any of your liabilities.
- (b) The paragraph above applies regardless that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency. The Bank may make any necessary currency conversions at the Bank's own rate of exchange then prevailing. The Bank is not liable for any damages and/or loss incurred by you due to the operation of this Clause 9.
- (c) Where required by domestic or overseas regulators or tax authorities, you consent and agree that the Bank may withhold and pay out from your account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

(11) DISCLOSURE

You give consent to the Bank, its directors or officers and agents to disclose, from time to time, any information (including any personal data) relating to you and your account or accounts and/or dealing relationship or relationships with the Bank, Standard Chartered Bank Malaysia Berhad ("**SCBMB**") and Standard Chartered Bank (including all of its branches) ("**SCB**"), including details of any of your banking facilities or other accommodation, including these Terms and Conditions, any security taken in respect of any of them, transactions undertaken and balances and positions with or by the Bank, SCBMB and SCB to all or any of the following (whether in or outside Malaysia), without the need to obtain your further consent:

- (a) SCB, the holding company of SCB, and any of SCB's or the Bank's subsidiaries, affiliates, representative and branch offices in any jurisdiction (collectively with the Bank, the "**Permitted Parties**" and each a "**Permitted Party**");
- (b) professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
- (c) any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement between the Bank and you, or assignee, novatee or transferee (any agent or adviser of any of the foregoing);
- (d) any rating agency or any insurer or Takaful provider or insurance broker of, or direct or indirect provider of credit protection to, any Permitted Party;
- (e) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties;
- (f) any financial institution with which you have or propose to have dealings;
- (g) the Central Credit Bureau, Bank Negara Malaysia ("**BNM**") (including the Central Credit Reference Information System (CCRIS), the Financial Institutions Statistical System or any other database or system established by BNM) or any person to whom the Bank may disclose or is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or any other authority which has jurisdiction over the Bank; and
- (h) the Employees Provident Fund ("EPF") (in the event withdrawal of funds are made by you from EPF to part finance the property to be purchased under the Facility );
- (i) any domestic or overseas regulators or tax authorities where necessary to establish your tax liability in any jurisdiction; and
- (j) any Security Party.

The Bank may disclose this information to the parties specified above for the purposes of:

- (aa) understanding the Customer's needs;
- (bb) risk management;
- (cc) outsourcing or consolidating the Bank's operations;
- (dd) any sale of assets or corporate exercise;
- (ee) procuring credit protection; or
- (ff) undertaking any issue of securities.

## (12) STATEMENT BY BANK

- (a) A statement or notice by the manager or any duly authorised officer or agent of the Bank, or computer generated notices issued by the Bank which do not require signatures issued by the Bank as to the amount of such balance and liabilities due to the Bank or as to amount due to the Bank under the Facility, is conclusive evidence for all purposes.

- (b) If you fail to report any error in such statement or notice to the Bank within a period specified by the Bank, such statement or notice shall be conclusive evidence of the amount of your liability to the Bank.

(13) EVENTS OF DEFAULT

Regardless of your overall obligation to pay all outstanding amounts on demand by the Bank, the amount of the Facility which is outstanding (and all other monies secured by any security) is immediately due and payable, and the security in favour of the Bank becomes immediately enforceable and exercisable by the Bank without prior demand, in any of the following events:

- (a) If you, any security party or your guarantor fails to pay to the Bank (i) on demand any monies on the Facility or (ii) on due date any monies payable as mentioned in the Letter of Offer or under any agreement or arrangement with the Bank;
- (b) If you, any security party or your guarantor breach or threaten to breach any provision in the Letter of Offer, these Standard Terms and Conditions or in any document delivered in relation to the Facility or the security documents, and fails to remedy such breach within seven (7) days after notice from the Bank or such other time period stipulated by the Bank;
- (c) If you, any security party, your guarantor or any company in which you hold a controlling interest fail to pay on due date any monies payable which are payable under any agreement or arrangement with the Bank or any other lender/creditor;
- (d) If a distress or execution is issued against any of your property or assets or the security party's and/or your guarantor's property or assets, and is not discharged within seven (7) days from date of commencement of such distress or execution;
- (e) If legal proceedings of any kind (civil or criminal) is instituted against you, any security party or your guarantor;
- (f) If you, any security party or your guarantor commit an act of bankruptcy, becomes insane or passes away;
- (g) If you, any security party or your guarantor enter into a composition, moratorium or arrangement or makes a general assignment for the benefit of your / his creditors;
- (h) If any event occurs or circumstances arise (including changes in your financial condition or the financial condition of any security party or your guarantor) which in the opinion of the Bank affects your ability or the ability of the security party or your guarantor's ability, to perform the respective obligations in these Standard Terms and Conditions or under any security document;
- (i) If a notice or proposal for compulsory acquisition of any of your assets or, where applicable, the assets of any security party is issued or made under an Act of Parliament or law;
- (j) If, in the opinion of the Bank, the security in favour of the Bank pursuant to the security documents is in jeopardy;



- (k) if you have been listed as a 'bad' cheque offender by the Dishonoured Cheques Information System set up by the Bank Negara Malaysia;
- (l) If you, any security party or your guarantor fail to operate your/their account(s) with the Bank in a satisfactory manner;
- (m) In the case of you being a sole proprietor or partnership, any event occurs which has a material adverse effect on such sole proprietorship / business;
- (n) If you, any guarantor or any security party (being a sole proprietor, partnership or corporation) ceases or threatens to cease to carry on all or a substantial part of your/ its business;
- (o) If any part of your business or the business of any guarantor or security party (being a sole trader/ partnership or corporation) is in jeopardy;
- (p) If any representation or warranty made or implied to the Bank is incorrect or misleading in a material manner as of the date on which it was made;
- (q) If any other event occurs which in the sole opinion of the Bank could affect your ability or willingness (or the ability or willingness of your guarantor or any security party) to comply with any of your obligations under the Letter of Offer or these Standard Terms and Conditions, or the obligations of your guarantor or the security party under the security documents respectively.

Regardless of whether such event is continuing, the Facility, together with any sum payable under the Facility shall be immediately due and payable, the Customer shall purchase the balance of the Bank's Initial Ownership Interest pursuant to the Purchase Undertaking, and all the security created in relation to the Facility shall be immediately enforceable.

For the purposes of this clause, if you are in a partnership, references to "you" include references to any of your partners, regardless of whether such person has provided any security to the Bank.

#### (14) DISHONoured CHEQUES INFORMATION SYSTEM (DCHEQS) GUIDELINES

Subject to the provisions of DCHEQS Guidelines or such other relevant guidelines as may be issued by Bank Negara Malaysia, the Bank has the right to close the current/operating investment account(s) of the Customer due to the issuance of dishonoured cheques.

#### (15) ASSIGNMENT/SALE/TRANSFER

- (a) The Bank may at any time transfer, sell, participate in secondary debt markets or assign its rights, benefits and obligations under the Letter of Offer, these Standard Terms and Conditions and/or any security document to any other party by giving notice to you.
- (b) You may not transfer or assign any of your rights, benefits and obligations under the Letter of Offer, these Standard Terms and Conditions and/or any security document, without the prior written consent of the Bank. Any purported assignment without such consent is null and void.

#### (16) PREPAYMENT

Where permitted under the Letter of Offer, you may prepay the Facility as specified in the Letter of Offer. All prepayments received by the Bank are applied by the Bank towards payment of the



Facility in the reverse order of maturity. Unless stated otherwise in the Letter of Offer, no amount prepaid may be available for re-utilisation.

(17) GOVERNING LAW

- (a) The Letter of Offer and these Standard Terms and Conditions are governed by and construed in accordance with the laws of Malaysia. Despite this, the Bank may initiate and take action or proceedings in any other country as the Bank may deem fit.
- (a) The service of any writ or summons or any legal process in respect of any such action or proceeding may be effected by you by forwarding a copy of the writ, summons, statement of claim or other legal process by prepaid registered post (or other mode stipulated by law) to its address last notified to the Bank in writing. Where served by post, such writ, summons or statement of claim or such other legal process is deemed to have been served on you two (2) Business Days after the date of posting.

(18) TAKAFUL

- (a) Where required by the Bank, you shall subscribe and/or shall cause the relevant security party to subscribe for such takaful policies as set out in the Letter of Offer, through the Bank's approved takaful operator. The takaful policies shall be based on acceptable Syariah principle, and for such amount(s) and on such terms as the Bank may require.
- (b) The takaful policy shall cover against such risks as the Bank may in its absolute discretion require, and for as long as the Facility are being extended to you.
- (c) The takaful policy should show the Bank's interest, and the Bank reserves the right to pay the annual payment of contribution to the debit of your account to ensure continuity of cover.
- (d) The original copy of the takaful policy, together with any renewal contribution receipt, must be lodged with the Bank.
- (e) You irrevocably and exclusively authorise the Bank to arrange such takaful policy on your behalf for the full tenure of the Facility. You consent to the Bank disclosing to the takaful operator any information about yourself and the security for any purpose in connection with the said takaful policy.

(19) PROPERTY VALUATION

- (a) Where applicable, the property charged to the Bank as security will be required to be inspected and valued to determine the location, surroundings, condition, usage and suitability of such property by the Bank's appointed valuers at the time when the Facility are first granted. The property is also subject to periodical revaluation at your expense should the Bank consider this to be necessary. Payment of valuation fees shall be debited from your account.
- (b) If the Bank is not satisfied with the result of such valuation, it may reject the provision of the Facility. If upon such revaluation the Bank considers that the security is insufficient, you shall upon request provide such further security as the Bank may require.

(20) CONTINUED AVAILABILITY

- (a) In addition and not in derogation of the matters set out in Clause 3 of these Standard Terms and Conditions, and regardless of anything stated in the Letter of Offer or any

other document or agreement to the contrary, the Bank may require the fulfilment of such other conditions as it may deem fit in order to make or to continue to make the Facility available to you.

- (b) The Bank reserves the right to withhold the disbursement and/or further utilisation of the Facility until such additional conditions have been complied with to the satisfaction of the Bank.

(21) ILLEGALITY

- (a) If the Bank determines that the introduction or variation of any law or regulation (whether or not having the force of law) or any change in the interpretation or application of such law or regulation makes it unlawful for the Bank to maintain, fund or give effect to its obligations under these Standard Terms and Conditions, the Bank will immediately give notice of termination to you.
- (b) Upon such notice of termination, the Facility shall be cancelled and you will immediately upon notice from the Bank pay all moneys due under the Facility, together with any late payment compensation and all other monies agreed to be paid by you under these Standard Terms and Conditions.

(22) COMPLIANCE WITH LAW

- (a) You expressly agree to comply with all statutes, by-laws, guidelines and regulations (whether or not having the force of law) in Malaysia and shall ensure continued compliance with such regulations for the duration of the Facility.
- (b) You shall also ensure that all the necessary consents, licences, exemptions, approvals or authorisations have been obtained which may be required by you, your guarantor or any security party in order to perform obligations in connection with the execution, performance, validity or enforceability of the Letter of Offer, these Standard Terms and Conditions, and where applicable, the guarantee and the security documents.

(23) BANKRUPTCY SEARCH

- (a) The Bank may conduct bankruptcy or winding up searches on you/ any security party and/or any guarantor before the disbursement of the Facility, and at any after such disbursement. All charges incurred in carrying out the bankruptcy or winding up searches are borne by you.
- (b) If any of the searches confirm that you/ such security party or guarantor are an adjudged bankrupt or wound up, or if there are any legal proceedings suits or actions of any kind instituted against you, any security party or your guarantor, the Bank may terminate the Facility.

(24) IMPOSITION OF TERMS BY BANK NEGARA MALAYSIA

The Facility is governed by such rules and regulations (whether or not having the force of law) imposed upon the Bank by Bank Negara Malaysia, or any other authority having jurisdiction over the Bank.

(25) NOTICES AND COMMUNICATIONS

- (a) Any demand, request, notice or other communication (collectively referred to as “Notices”) by or on behalf of the Bank or you must be in writing.
  - (b) Notices may be given or made by post, telegram, facsimile, personal delivery or such other mode as may be allowed by the Bank. Notices issued by or on behalf of the Bank (including computer generated notices/statements that do not require any signature) will be directed to you at your address, facsimile number or electronic mail address as stated in the Letter of Offer or the last known address, facsimile number or electronic mail address notified by you in writing.
  - (c) The Notices are deemed delivered to you:
    - (i) in the case of post, two (2) Business Days after the date of posting, regardless of whether the Notices are returned undelivered or unclaimed;
    - (ii) in the case of telegram, on the Business Day following the date of despatch;
    - (iii) in the case of facsimile, on the day of transmission;
    - (iv) in the case of electronic mail, on the day of transmission provided that the Bank has not received a failed or undeliverable message from the host provider of the recipient within the day of transmission; and
    - (v) in the case of personal delivery, at the time of delivery.
  - (d)
    - (i) Notices by you to the Bank must be duly signed by you or where permitted by the Bank, by the your duly authorised signatory, and served on the Bank at the address or facsimile number as notified in writing by the Bank from time to time.
    - (ii) Notices are deemed received by the Bank upon their actual receipt. However, where it is deemed necessary by the Bank to verify your identity or the source of the Notices, you may be required to deliver to the Bank, at your own cost, such documentary evidence (including the actual or original Notices) as may be required by the Bank.
    - (iii) Where the verification under Clause 25 (d) (ii) is required by the Bank, the Notices are deemed received by the Bank only upon receipt by the Bank of such additional documentary evidence requested by it.
  - (e) You agree that the Bank may, at its sole discretion, record and monitor all oral and written communication with you in such manner and at such times as the Bank deems fit.
  - (f) If you are dissatisfied with the Bank’s service, you may lodge a complaint to the Bank accordingly. Details on how and where to make a complaint can be obtained from any of the Bank’s branches or at the Bank’s website [www.sc.com/my](http://www.sc.com/my).
- (26) INTERCHANGE OR SUBSTITUTE OF FACILITY
- (a) The Bank may at any time, without affecting the security created:
    - (i) grant further facilities, or

- (ii) vary, interchange or substitute any of the Facilities granted with other banking facilities to be granted to you,
- (b) Pursuant to Clause 26 (a) above, these Standard Terms and Conditions will secure such further or interchanged or substituted facilities.
- (c) The Bank retains the right to allocate a new account number or to transfer and/or consolidate your existing accounts with the Bank to a new account upon such variation, interchange or substitution, without affecting your rights under the Letter of Offer, these Standard Terms and Conditions or any security document.

#### (27) MODIFICATION AND INDULGENCE

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

- (a) determine, vary or increase any credit or other facility granted to you, your guarantor or any security party and may open or continue any account or accounts with the you, your guarantor or any security party at any branch or branches of the Bank;
- (b) vary the number and or the amount of the instalments to be paid by you;
- (c) grant to you, your guarantor or any security party any time or indulgence or waiver or consent or release;
- (d) deal with, exchange, release, modify or abstain from perfecting or enforcing any security or other guarantee or right it may have at any time from or against you, your guarantor or any security party;
- (e) release, discharge, compound or enter into any deed of composition with you, your guarantor or any security party;
- (f) vary or amend any of the terms of any of the Facility or any of the security documents; or
- (g) renew any bills or negotiable securities.

Provided always that such variation, amendment and/or modification shall be in the manner may be acceptable based on the applicable Islamic principle(s).

#### (28) INDEPENDENT PAYMENT OBLIGATIONS

You expressly agree and declare that each of your obligations to pay under the Letter of Offer, these Standard Terms and Conditions, or where appropriate, any of the security documents:

- (a) constitute separate and independent obligations;
- (b) give rise to separate and independent causes of action;
- (c) apply irrespective of any waiver or indulgence granted by the Bank in respect of any other obligation;
- (d) remain in full force and effect regardless of any judgment, order, claim or proof for a liquidated amount in respect of some other obligation; and
- (e) may be relied upon and enforced by the Bank independently of, or simultaneously with, any other action under such obligations or under any of the security documents. The

Bank need not first exhaust any other remedy, or dispose of any assets, properties or undertaking which may be provided as security to the Bank.

(29) JOINT CUSTOMERS/ PARTNERSHIPS

Where the Facility is being offered to partnerships or to two or more customers, you agree that:

- (a) all agreements, undertakings and other terms expressed to be made by and on your part shall be deemed to be made by or binding upon yourselves jointly and severally, and the terms “you”, “your”, “yours” and “yourself” shall be construed accordingly;
- (b) all moneys payable or agreed to be payable (including contingent liabilities) by the respective customers shall become due and immediately payable upon the occurrence of an event of default in respect of any of the customers.

(30) RE-ORGANISATION BUSINESS AND INDEBTEDNESS

If you are a sole proprietor or partnership, you shall not do the following without the prior written consent of the Bank:

- (a) permit any re-arrangement or reconstruction of the present constituents of the sole proprietor or partnership;
- (b) carry out any alteration in your Articles of Partnership relating to the powers to obtain financing facility or the principal trading business; and
- (c) dispose any material assets or assume significant liabilities beyond those normally undertaken in the ordinary course of your business.

(31) NOTIFICATION

You shall give the Bank written notice of any event of default under the Letter of Offer, these Standard Terms and Conditions or the security documents within three (3) Business Days of you becoming aware of such event of default.

(32) CHANGE IN CONSTITUTION

All security(ies), agreement(s), obligation(s) given or undertaken by you continue to be valid and binding regardless of any change in the constitution of your sole proprietorship / partnership, whether by retirement, expulsion, death, admission, accession or change of any partners or otherwise.

(33) INDEMNITY

Without affecting any provision of these Standard Terms and Conditions or any other powers, rights and remedies which the Bank may be entitled to, you must indemnify the Bank against any losses or expenses (including all legal costs incurred by the Bank on a solicitor and client basis) that the Bank may sustain as a consequence of any default in the payment of such amount(s) due.

(34) VARIATION OF TERMS

- (a) These Standard Terms and Conditions may be varied by an exchange of letters. Any such variation in these Standard Terms and Conditions is effective without the need to enter into any formal instrument or supplemental document.
- (b) Pursuant to paragraph (a) above, the relevant provisions of these Standard Terms and Conditions are deemed to have been varied accordingly, and shall be read and construed as if variations had been incorporated in and had formed part of these Standard Terms and Conditions.

(35) MISCELLANEOUS

For the purposes of these Terms and Conditions, Business Day means a day when banks are open in the relevant states in Malaysia for the transaction of business of the nature required by these Terms and Conditions.

**[End of Clauses]**