

Personal Financing-i

Standard Terms & Conditions for Personal Financing-i (the “Facility”) Granted By Standard Chartered Saadiq Berhad (the “Bank”) Forming Part of the Approval Letter.

1. The Customer must specify in the application form the Facility amount and relevant Personal Financing-i instalment plan tenure (“Tenure”) that the Customer is applying for. Payment of the Facility, together with profit payable, shall be paid by way of equal monthly instalments (“Personal Financing-i Monthly Instalment”) according to the relevant Tenure chosen by the Customer. The Personal Financing-i Monthly Instalment cannot be altered, unless requested by the Customer in writing and consented to by the Bank.

2. (1) The approval on the Facility may be higher or lower than the amount applied for, depending on the Bank’s due credit process. It is the Bank’s discretion whether to approve the Customer’s application.
- (2) The Customer will be notified of approval of his/her application in writing within 14 business days from the date the Bank receives the Customer’s Personal Financing-i application duly signed and completed.
- (3) The Customer’s utilization of the Facility shall be treated as acceptance by the Customer of these terms and conditions as governing the provision of the Facility. Other terms and conditions governing the Facility will be made available to the Customer in the Approval Letter.
- (4) The Bank’s decision on whether to approve the Facility is final, and the Bank further reserves the right to reject applications without giving any reason for such rejection.

2a. In relation to the sale and buyback transaction under the Syariah principle of Bai’ Al-Inah entered into between the Bank and the Customer in order to facilitate the financing of the Facility, the Bank and the Customer have agreed as follows:

(i) that the underlying asset in the first sale transaction (i.e. contract of sale by Bank to the Customer) will only be delivered to the Customer if so requested by the Customer, and upon the Bank’s receipt of full payment of the deferred sale price, as per the agreed instalment schedule;

(ii) if the offer by the Bank to buyback the underlying asset is not accepted by the Customer and duly verified by the Bank within thirty (30) days from the date of the Approval Letter, and the proceeds from the first sale transaction have not been fully settled by the Customer to the Bank, the first sale transaction is deemed to be cancelled and void; and

(iii) the underlying asset (i.e. the Mudharabah Investment Certificate) which represents the beneficial ownership of placement made by the Bank in the Mudharabah investment is a certificate which has a maturity period of thirty one (31) days or less. Once expired, the said certificate can only be exchanged from the Bank at a nominal value of Ringgit Malaysia One (RM1.00) only.

(iv) if the method of payment by the Bank to the Customer of the purchase price under the buyback transaction is through the granting of ‘cashiers order’, the Bank and the Customer have agreed as follows:

- (a) the 'cashiers order' has a validity period of six (6) months from the date of the same; and
- (b) the Customer undertakes to immediately return (within thirty (30) days from the date of the Approval Letter) the 'cashiers order' if the Customer may not encash the same for any reasons.

3. Upon issuance of the Approval Letter, a Standing Instruction Account (as defined in these Terms and Conditions) is required. The requirement for a Standing Instruction Account may be waived by the Bank, at its sole and absolute discretion. The Bank is not obliged to disclose its reason for granting or refusing a waiver or non-waiver.

3a. If the Customer has an existing savings account and/or current account ("Standing Instruction Account") with the Bank, the Customer must execute a Standing Instruction form at the relevant branch to effect the payment of the Personal Financing-i Monthly Instalment.

3b. If the Customer has no existing savings and/or current account(s) with the Bank, the Customer must (i) open either a savings and/or current account at any one of the Bank's branches ("Standing Instruction Account") and (ii) execute a Standing Instruction form at the relevant branch to effect the payment of the Personal Financing-i Monthly Instalment.

3c. (1) In the event Clause 3 and Clause 3a or Clause 3b applies, then once the Customer has complied with such applicable clauses, and unless otherwise instructed by the Customer in writing prior to disbursement, the Facility will be disbursed and deposited into the Customer's Standing Instruction Account.

(2) The Customer must ensure that the Facility has been duly deposited into the Customer's Standing Instruction Account before attempting to withdraw the Facility. The Bank is not liable for any dishonoured cheques and/or any costs, damages, losses and/or expenses (whether direct or indirect) arising from and/or in consequence of such attempt and/or failure by the Customer to fully withdraw and/or utilise the Facility.

3d. (1) Payment of the Personal Financing-i Monthly Instalment starts one month after the disbursement of the Facility. Such payment must be made to the Bank on or before the due dates specified in the Approval Letter sent to the Customer.

(2) Such payment shall continue throughout the Tenure. For the avoidance of doubt, the Personal Financing-i Monthly Instalment will become payable regardless of the fact that the Facility may not be fully withdrawn and/or utilised by the Customer.

3e. The Customer is solely responsible for ensuring that the Customer's personal details are set out in the application form truthfully and accurately. The Bank is not liable if the Facility is deposited into a wrong account due to and/or as a result of any negligence, omission, fraud, inaccurate and/or incorrect information and/or misrepresentation provided by the Customer in the application form.

4. (1) If the requirement for a Standing Instruction Account is waived, the Bank shall issue a cheque for the Facility (less any processing fee) (“Cheque”) together with the Approval Letter. Unless otherwise instructed by the Customer in writing prior to disbursement, the Cheque will be made payable in the Customer’s name and Identity Card number as stated in his/her national registration identity card.
- (2) The Cheque will be sent to the Customer’s mailing address as stated in the application form. The Personal Financing-i Monthly Instalment is payable on or before the due dates specified in the Approval Letter, regardless of whether the Cheque has been cashed and/or deposited into any of the Customer’s Bank accounts. The Cheque is valid for a period of six (6) months only.

4a. The Customer is solely responsible for ensuring that the Customer’s personal details are set out in the application form truthfully and accurately. The Bank shall not be held liable for non-receipt of the Cheque and/or the non-deposit of the Cheque and/or if the Cheque is deposited into a wrong account due to and/or as a result of any negligence, omission, fraud, inaccurate and/or incorrect information and/or misrepresentation provided by the Customer in the application form.

5. A special account for the Personal Financing-i shall be posted by the Bank in respect of the Facility (“Personal Financing-i Account”). The Personal Financing-i Account will be used only to post the amount of the Personal Financing-i Monthly Instalment payable by the Customer to the Bank.

6. There will be no processing fee charged.

7. Any unpaid payments due from a previous month will be carried forward to the following month. The Customer will have to settle the Personal Financing-i Monthly Instalment due on that particular month together with the outstanding amount due from the previous month, plus any profit margin and late payment charges.

8. (1) In addition to the Prescribed Rate (as defined in these Terms and Conditions), any default in payment is subject to compensation for late payment at the rate of 1% per annum (“Default Rate”), calculated on a daily rest basis (or such other rate as may be prescribed by Bank Negara Malaysia (“BNM”)).
- (2) In the event of non-payment of the Facility after the expiry of the Tenure, the Bank has the right to impose compensation charges based on the prevailing rate of the Islamic Interbank Money Market (IIMM) (or such other rate as may be prescribed by BNM) on the amount(s) overdue. Such compensations charges would accrue from the due date up to the date of full settlement.
- (3) Regardless of the above, the amount of compensation shall not be compounded. Where applicable, a fixed administrative charge may be imposed as well.

9. (1) The Personal Financing-i Monthly Instalment is calculated based on the approved Facility over the Tenure plus profit margin (collectively the “Prescribed Rate”), on a monthly rest basis (reducing balance).
- (2) The Personal Financing-i Monthly Instalment will be duly notified to the Customer through the Approval Letter once the Customer’s application has been approved. The Personal Financing-i Monthly Instalment is dependent on the Bank’s due credit process and/or the profile or creditworthiness of the Customer.
10. All applications received must be duly completed and signed, and sent to the Bank via facsimile or post (or by any other method as may be determined by the Bank).
11. The Customer may not dispute the contents of the faxed copy received by the Bank. Such faxed copy will be regarded as the original application, and the Customer must produce the original to the Bank when the Bank makes a request for such original.
12. The Customer may participate more than once in the Personal Financing-I, subject to the Customer’s eligibility for the Personal Financing-i and these Terms and Conditions.
13. (1) Prepayment (partial or full redemption) is allowed, but is subject to:
- (a) one (1) month’s prior written notice;
 - (b) a rebate adjustment of RM200-00 or 3% of the total outstanding selling price due under the Facility, applicable for full redemption only (“Rebate Adjustment”);
 - (c) any amounts under the Facility which is prepaid shall not be redrawn.
- (2) No Rebate Adjustment is payable in the event of partial prepayment, but the amount of Personal Financing-i Monthly Instalment payable will not be adjusted. Any amount prepaid will be automatically credited to the Customer’s Personal Financing-i Account as payment for the following month’s Personal Financing-i Monthly Instalment.
- (3) The Rebate Adjustment will only apply if the Customer elects to pay the total Outstanding Balance due under the Facility ahead of the Tenure (full redemption).
- “Outstanding Balance” means the outstanding principal and profit margin as at the date of settlement.
- (4) No fees will be levied if acceleration of the payment of the balance due under the Facility is initiated by the Bank without assigning any reason thereof.

14. The Bank reserves the right to terminate the Facility and give notice in accordance with our usual practice and in accordance with any applicable law, without attributing any reason for such termination, upon the occurrence of any of the following events:-

(a) the Customer's Standing Instruction Account has insufficient funds and/or is closed and/or subject to a freeze, due to any reason whatsoever; or

(b) the Customer's Standing Instructions has been revoked and/or cannot be effected due to insufficient funds in the Standing Instruction Account or any other reason whatsoever;

(c) the occurrence of an Event of Default as stated in Clause 22 in these Terms and Conditions and as set forth (if any) in the provisions of the Approval Letter or in any of the attachments to the Approval Letter, whereby all amounts due and owing under the Facility become immediately due and payable, and the Bank is entitled to do all acts necessary to recover such amounts.

15. The Bank reserves the right in accordance with Syariah principles to alter these terms and conditions or withdraw the Personal Financing-i by giving notice in accordance with our usual practice and in accordance with any applicable law.

16. If there are any discrepancies and/or inconsistencies between these terms and conditions and those stated in the application form, these terms and conditions governing the Personal Financing-i prevail.

17. (1) The Bank is entitled at any time to combine, consolidate or merge any of the Customer's accounts and liabilities with the Bank anywhere (whether in or outside Malaysia and whether singly or jointly or jointly with any other person).

(2) The Bank may transfer or set off any sums in credit in such accounts towards satisfaction of any of the Customer's liabilities (whether actual or contingent, primary or collateral), regardless that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency.

(3) The Bank is authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing. The Bank is not be liable for any damages and/or loss incurred by the Customer due to the operation of this arrangement.

18. (1) Regardless of any provision contained in these Terms and Conditions and in the Approval Letter, if:

(a) an event of default in the Facility occurs; or

(b) in the opinion of the Bank, there is a material adverse effect which affects the Customer's ability to pay any amount due and outstanding,

the Bank may terminate the Facility and accelerate all amount due and payable under the Facility, and demand discharge by the Customer of all its indebtedness under the Facility ("Indebtedness").

- (3) Regardless of anything to the contrary in these Terms and Conditions, the Customer shall pay to the Bank the Facility, together with any sums actually or contingently owing to it under the Facility, upon DEMAND being made by the Bank. Such demand may be made by the Bank at any time, and without the need to giving any reason for such demand) .
- (4) The Customer shall be liable to pay to the Bank such amounts as set out in the Approval Letter or as shall be notified by the Bank as the sum owing and payable to the Bank within such time as specified in the Approval Letter or as notified by the Bank, as the case may be.

19. The Customer represents and warrants to the Bank that there is no litigation, arbitration or dispute (whether actual, pending or threatened) or bankruptcy or winding up proceedings commenced against the Customer. The representations and warranties in these Terms and Conditions are true and correct in all respects, and survive until settlement to the Bank of all Indebtedness.

20. The Customer undertakes until all liabilities of the Customer to the Bank have been discharged to:

- (a) ensure the liabilities of the Customer to the Bank under the Facility continue to rank at least equally and rateably (*pari passu*) with all the Customer's other respective unsecured and unsubordinated liabilities (both actual and contingent); and
- (b) to manage all authorisations, approvals, consents, licences and exemptions as may be required under any applicable law, regulation or directive to enable the Customer to perform their respective obligations under the Facility.

21. Notwithstanding the obligation of the Customer to pay all outstanding amounts on demand by the Bank, all the outstanding amounts under the Facility shall immediately become due and payable, the Facility shall be cancelled, no further disbursement shall be permitted and the Bank shall have right to set off the Customer's account with the Bank to settle any amount due and payable in the occurrence of any of the following events:

- (a) the Customer fails to pay to the Bank any monies due and payable under the Facility;
- (b) the Customer fails to pay on due date any monies due and payable by the Customer under any agreement or arrangement with the Bank or any other lender/financier;
- (c) legal proceedings, suits or actions of any kind whatsoever (civil or criminal) shall be instituted against the Customer;
- (d) the Customer shall commit an act of bankruptcy, become insane or has passed away;
- (e) the Customer breaches or threatens to breach any covenant, undertaking, term, conditions or provisions of the Facility and fails to remedy such breach within seven (7) days after notice from the Bank or such other period stipulated by the Bank;
- (f) any representation or warranty made or implied to the Bank is incorrect or misleading in a material particular;
- (g) If the cheque or cheques issued by the Customer are frequently dishonoured;

(h) the Customer fails to operate their respective account(s) with the Bank in a satisfactory manner;

(i) any event occurs which in the sole opinion of the Bank could or might affect or prejudice the Customer's ability or willingness to comply with the Customer's obligations under the Facility.

22. The Customer gives consent to the Bank, its officers and agents, and all persons to whom Section 34(1) of the Islamic Banking Act 1983 apply, to disclose any information (including any personal data) relating to the Customer and the Customer's account or accounts and/or dealing relationship or relationships with the Bank, Standard Chartered Bank Malaysia Berhad and Standard Chartered Bank (including all of its branches) ("SCB"), including details of any banking facilities or other accommodation of the Customer or the Customer, including the Facilities, 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 the Customer's further consent:

- (a) SCB and any of SCB's or the Bank's holding company, 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 the Customer, or assignee, novatee or transferee (any agent or adviser of any of the foregoing);
- (d) any rating agency or any insurer 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 the Customer has or proposes 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) any Security Party.

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

- (a) understanding the Customer's needs;
- (b) risk management;
- (c) outsourcing or consolidating the Bank's operations;
- (d) any sale of assets or corporate exercise;
- (e) procuring credit protection; or

(f) undertaking any issue of securities.

23. (1) 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 as to the amount of such balance and liabilities incurred or due to the Bank or as to the amount of profit due and payable, shall be conclusive evidence for all purposes.
- (2) If the Customer fails to report any error in such statement or notice to the Bank within such period as determined by the Bank, such statement or notice shall be conclusive evidence of the Customer's liability to the Bank of the amount stated in the statement or notice..

24. The Facility is subject always to availability of funds by the Bank.

25. The Bank may in accordance with Syariah principles, at any time and without in any way affecting the rights, powers and remedies conferred upon the Bank under the Facility:

(a) neglect or forbear to enforce any of the terms and conditions of the Facility or any agreement made between the Customer and the Bank, or waive such terms as it deems fit or any breach by the Customer of the same. This does not affect the Bank's right at any time afterwards to act or insist to act strictly in accordance with the originally agreed terms in respect of the existing or subsequent breach;

(b) determine, vary or increase any credit or other facility granted to the Customer and may open or continue any account or accounts (or both) with the Customer at any branch or branches of the Bank;

(c) vary the number and or amount of the instalments to be paid by the Customer;

(d) grant the Customer any time or indulgence or waiver or consent or release;

(e) deal with, exchange, release or modify or abstain from perfecting or enforcing any right it may now or at any time hereafter or from time to time have from or against the Customer;

(f) release or discharge or compound or enter into any deed of composition with the Customer;
or

(g) vary or amend any of the terms of the Facility.

26. (1) The Bank may at any time transfer, sell, participate in secondary debt markets or assign its rights, benefits and obligations under the Facility to any other party, in a manner as determined by the Bank.

(2) The Customer may not transfer or assign any of its rights, benefits and obligations under the Facility without the prior written consent of the Bank. Any purported assignment without such consent is null and void.

27. The Facility shall be construed and have effect in all respects in accordance with the laws of Malaysia. The Customer submits to the jurisdiction of the Malaysian Courts, but such

submission does not limit the right of the Bank to commence proceedings in the courts of any other country.

28. (1) If the Bank determines that the introduction or variation of any law, regulation or official directive (whether or not having the force of law) or any change in its interpretation or application makes it unlawful for the Bank to comply with these Terms and Conditions, the Bank shall immediately give notice of termination to the Customer.

(2) Upon such termination, the Facility to such extent shall be cancelled and the Customer must immediately upon notice from the Bank pay all moneys payable under the Facility, together with profit margin on such Facility and all other monies agreed to be paid by the Customer under these Terms and Conditions.

29. Without affecting the above terms and provisions, and in addition to any other powers, rights and remedies which the Bank may be entitled to, the Customer must indemnify the Bank and hold the Bank harmless from and against:

- (a) any losses, damages and expenses 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 incur as a result of granting the Facility; and
- (b) any default in the payment of the Facility or any other amounts payable under the Facility.

30. (a) The Bank is authorised (but not obliged) to rely upon and act in accordance with any notice, instructions or other communication which may be given by telephone, telex, facsimile or any other form of electronic communication by the Customer, without enquiry on the part of the Bank as to the authority or identity of the person giving such notice, instruction or other communication.

(b) The Bank is entitled to treat such notice, instruction or any communication as fully authorised and binding upon the Customer, and the Bank is entitled (but not bound) to take such steps in connection in reliance upon such communication as the Bank may in good faith consider appropriate, whether such communication:

- (i) includes instructions to pay money or otherwise to debit or transfer any account;
- (ii) relates to the disposition of any securities or documents;
- (iii) purports to bind the Customer to any agreement or other arrangement with the Bank or with any other person;
- (iv) commits the Customer to any type of transaction or arrangement whatsoever,

regardless of the nature of the transaction or arrangement, the amount of money involved and any error or misunderstanding in the terms of such notice, instruction or other communication.

(c) The Customer agree that the Bank is not responsible for any misuse or unauthorised use of the messages or instructions given to the Bank by telephone, telex, facsimile or otherwise. The Bank is under no duty to enquire into the genuineness or authenticity of the messages and/or instructions contained in communication sent by any of the said means.

(d) The Customer undertake to indemnify the Bank against all loss, claims, demands, costs, damages, expenses and all other liabilities which may be incurred by the Bank as a consequence of the Bank accepting and acting on messages and or instructions received by any of the said means.

31. (1) For Customer who has subscribed to the SMS Alert Service which provides periodical updates on the balance outstanding, arrears, and personal information regarding the Facility, the Customer agrees that the Bank is not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from the SMS Alert Service, howsoever arising, and including any loss, damage or expense arising from, but not limited to:

- (a) any defect, error, imperfection, fault, mistake or inaccuracy in any information from the SMS Alert Service, its contents or associated services; or
- (b) due to any unavailability of the SMS Alert Service or any contents or associated services.

(2) The Bank does not guarantee that any message or information from the SMS Alert Service will be sent to the Customer, nor does the Bank warrant the privacy and/or security of any message or information during SMS Alert Service transmission.

32. (1) The Customer is solely responsible for ensuring that the Customer's personal details (including but not limited to the mobile phone number) are set out in the application form truthfully and accurately.

(2) The Bank shall is not liable if the information or message is sent into a wrong mobile phone number due to and / or as result of any negligence, omission, fraud, inaccurate and / or incorrect information and / or misrepresentation provided and / or set forth by the Customer.

33. Any variation in terms and conditions must be consented by the bank and customer.

34. When notices and communications to the Customer are effective:-

Unless otherwise provided in the Bank's banking agreement, the Bank's notices and communications to the Customer are effective:

- a) if sent by fax, at the time shown on the transmission report as being successfully sent;
- b) if delivered personally, at the time of delivery;
- c) if send by post, 5 banking days after posting;
- d) if sent by email or SMS, 4 hours after the Bank sends it unless the Bank receives a delivery failure receipt;
- e) if delivered via the online banking inbox, 24 hours after the Bank sends it; and

f) if published in daily newspapers, posted at any of the Bank's branches, the Bank's ATMs or on the Bank's website, at the time of publication or posting.

35. Serving documents

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address last notified.

36. If the Customer is dissatisfied with the Bank's service, Customer 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.standardchartered.com.my.