

PERODUA Electric Vehicle (EV) Programme Specific Terms and Conditions

1. THE PERODUA EV PROGRAMME

- 1.1 This PERODUA EV Programme ("**Programme**") is made available by Maybank Islamic Berhad (Company Registration No: 200701029411) ("**Maybank Islamic**" or "**Bank**"). This Programme is only available under the Islamic vehicle term financing.
- 1.2 By applying for this Programme, the **Eligible Customer(s)** (as defined below) hereby expressly agree to be bound by these terms and conditions ("**Terms and Conditions**") and any decisions made by Maybank Islamic in respect of this Programme shall be final, conclusive and binding.

2. ELIGIBILITY CRITERIA FOR THE PROGRAMME

- 2.1 This Programme is offered exclusively to customers who:
- i) are approved for vehicle financing under Murabahah Vehicle Term Financing-i ("MVTFi") or a PERODUA electric vehicle ("EV") designated under the Programme; and
 - ii) have entered into a valid Battery Rental Agreement with PERODUA.
- 2.2 Eligibility is subject to the Bank's internal approval, and the Bank reserves the right to decline participation based on, among others, credit assessment, customer eligibility criteria, policy requirements, or any other reason deemed appropriate by the Bank.

3. PROGRAMME SCOPE

- 3.1 Under this Programme, customers shall make a single monthly payment ("**Combined Payment**") comprising:
- i) the monthly financing instalment payable to the Bank; and
 - ii) the Battery Rental Payment collected by the Bank on behalf of PERODUA.
- 3.2 The Programme does not modify, vary or replace the terms of the customer's Letter of Offer and/or Murabahah Vehicle Term Financing-i Facility Agreement ("Facility Agreement") with the Bank, nor does it alter any rights or obligations under the Battery Rental Agreement between the customer and PERODUA.

4. COMBINED PAYMENT MECHANISM

4.1 The customer shall make one **Combined Payment** through the Bank's designated channels.

4.2 Upon receipt of the **Combined Payment**:

- i) the Bank shall credit the financing instalment to the customer's financing account; and
- ii) the Bank shall remit the Battery Rental Payment to PERODUA in its capacity as a collection agent.

4.3 The Bank's role in relation to Battery Rental Payment is limited strictly to receiving and remitting payment on PERODUA's behalf.

4.4 A short, partial or incomplete **Combined Payment** shall be treated as outstanding and may:

- i) affect the status of the customer's financing account; and
- ii) result in PERODUA taking action under the Battery Rental Agreement, including push-start button deactivation or other remedies - by PERODUA. In such event, the Customer shall regularise the outstanding amount and deal directly with PERODUA in accordance with Clause 7.2 of these Terms and Conditions.

5. CUSTOMER RESPONSIBILITIES

5.1 Eligible Customers are responsible for:

- i) paying the full **Combined Payment** on or before the due date of the monthly payment;
- ii) complying with all terms of the Letter of Offer and Facility Agreement;
- iii) adhering to all terms of the Battery Rental Agreement; and
- iv) ensuring that all information provided to the Bank and PERODUA is accurate and up to date.

6. BATTERY OWNERSHIP AND SERVICE RESPONSIBILITIES

6.1 The customer acknowledges that the battery remains at all times the property of PERODUA and is provided under a separate Battery Rental Agreement.

6.2 All matters relating to the battery, including but not limited to capability, performance, servicing, repair, replacement, warranty, operational support and dispute resolution, shall be handled solely by PERODUA.

6.3 The Bank does not provide any warranty, support or service related to the battery and shall not be responsible for any matter arising from or connected with the Battery Rental Agreement.

7. EARLY SETTLEMENT OF FINANCING

7.1 Upon full settlement of the financing with the Bank, participation in the Programme shall cease, and the **Combined Payment** mechanism shall no longer apply.

7.2 The customer shall continue to be responsible for all Battery Rental obligations in accordance with the Battery Rental Agreement until the battery is returned to PERODUA.

8. TOTAL LOSS OF EV

8.1 In the event the EV is declared a total loss, the takaful proceeds shall be applied to settle the outstanding financing. If the takaful proceeds are sufficient, the financing shall be fully settled. If the proceeds are insufficient, the customer is required to pay the remaining balance to the Bank.

8.2 As the battery is the property of PERODUA, it shall be returned or otherwise processed in accordance with PERODUA's total loss procedures.

8.3 Any outstanding Battery Rental obligations remain governed solely by the Battery Rental Agreement with Perodua.

8.4 The Bank is not responsible for any assessments, decisions, charges or processes relating to the battery arising from a total loss.

9. RECOVERY

9.1 If the customer defaults on the financing under the Murabahah Vehicle Term Financing-i (MVTF-i) facility, the Bank may take possession of the EV in accordance with the Facility Agreement.

9.2 In such event:

- ii) the Bank shall manage the recovery of the EV; and
- iii) the battery shall be handled in accordance with PERODUA's instructions as the owner of the battery.

9.3 Battery Rental obligations during the EV recovery process remain the customer's responsibility under PERODUA terms.

10. VEHICLE DISPOSAL OR TRANSFER

10.1 The Programme does not restrict the customer from disposing of or selling the vehicle, provided the financing is fully settled.

10.2 The battery cannot be sold, transferred, assigned, leased or otherwise conveyed to any third party. The battery must be returned to PERODUA in accordance with the Battery Rental Agreement.

10.3 The Bank has no involvement in any arrangements, disputes or processes relating to the battery in connection with vehicle disposal or transfer.

11. OTHERS

11.1 The approval of the application for the Programme shall be subject to the necessary assessment conducted by the Bank via the Maybank Auto Finance Centre.

11.2 In addition to these Terms and Conditions, Eligible Customers agree to be bound by the terms in the application form, letter of offer and/or notification letter and any other documents related to this application.

11.3 Eligible Customers must read and understand the Product Disclosure Sheet prior to making the application.

12. GENERAL TERMS AND CONDITIONS

12.1 Maybank Islamic shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human errors in the administration and/or processing of the application and/or Programme, provided the same is not caused by Maybank Islamic.

12.2 Maybank Islamic reserves the right to withdraw, suspend, or terminate this Programme in whole or in part and reserves the right to modify any of the Terms and Conditions contained herein, from time to time by giving at least minimum of twenty-one (21) days ("day" shall have the same meaning as calendar day), prior notice thereof, the notice of which shall be posted through the Maybank2u website at www.maybank2u.com.my or through any other channel determined by Maybank Islamic. It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted.

12.3 By applying for this Programme, Eligible Customers agree to access the Maybank2u website at www.maybank2u.com.my on a regular basis to view the Terms and Conditions herein and seek clarification from Maybank Islamic should any of the Terms & Conditions be not fully understood.

12.4 By applying for this Programme, Eligible Customers agree to be bound by the Terms and Conditions herein and agree and consent to allow his/her personal data being collected, processed and used by Maybank Islamic in accordance with the Maybank Privacy Statement, which may be viewed on www.maybank2u.com.my ("**Maybank's Privacy Statement**") and the Personal Data Protection Act 2010 (PDPA) Form for Individual Customers.

In addition, and without prejudice to the terms in the Maybank's Privacy Statement and the Personal Data Protection Act 2010 (PDPA) Form for Individual Customers, Eligible Customers agree and consent to his/her personal data or information being collected, processed and used by Maybank Islamic for:

- a) the purposes of this Programme; and
- b) marketing and promotional activities conducted by Maybank Islamic, including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses

and related photographs. In this regard, Eligible Customers agree to co-operate and participate in all advertising and publicity activities of Maybank Islamic in relation to this Programme.

- 12.5 Maybank Islamic and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank Islamic for the purposes of this Programme) shall not be liable to the Eligible Customers in this Programme for any direct, indirect, special or consequential loss or damage (including but not limited to, loss of income, profits or goodwill) arising from or in connection with this Programme unless caused by the any gross negligence or omission by Maybank Islamic.
- 12.6 Maybank Islamic shall not be liable for any default of its obligation under this Programme due to any force majeure events which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events beyond the reasonable control of Maybank Islamic.
- 12.7 Maybank Islamic may disqualify/reject any Eligible Participant who do not comply with the Terms and Conditions stated herein and/or are found or suspected to be tampering with this Programme and/or its process or the operations of this Programme which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to this Programme.
- 12.8 These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

For information, enquiries, feedback and/or complaints related to this Programme, please contact Maybank's Customer Care hotline at 1 300 88 6688 or +03-2297 2000. Alternatively for feedback and/or complaints, Eligible Customers may choose to e-mail Maybank Islamic via the feedback form at Maybank2u website www.maybank2u.com.my.