

**FOR BANK STAFF USE**

Branch :  
Date Received :  
A/A No. :  
CIF No. :  
Campaign Code :

To Maybank Islamic Berhad ('the Bank')

Please complete this form in **BLOCK LETTERS**

Sila isikan borang ini dengan menggunakan **HURUF BESAR**
**ASB-i FINANCING APPLICATION FORM / BORANG PERMOHONAN PEMBIAYAAN ASB-i**

Please tick (✓) where applicable / Sila tandakan (✓) pada mana-mana yang berkenaan

 ASB Financing-i / Pembiayaan ASB-i     ASB Plus-i Financing / Pembiayaan ASB Plus-i     ASB 2 Plus-i Financing / Pembiayaan ASB 2 Plus-i

**A. APPLICANT PERSONAL INFORMATION / MAKLUMAT PERIBADI PEMOHON**

Salutation / Gelaran

 Mr / Encik                       Mdm / Puan  
 Ms / Cik                             Others / Lain-lain \_\_\_\_\_

Gender / Jantina

 Male / Lelaki                       Female / Perempuan

Name as in NRIC or Passport /

Nama seperti di dalam Kad Pengenalan atau Pasport

\_\_\_\_\_

ID Type / Jenis Pengenalan Diri

 New IC / Kad Pengenalan Baru                       Passport / Pasport  
 Old IC / Kad Pengenalan Lama                       Others / Lain-lain \_\_\_\_\_

ID Number / Nombor Pengenalan Diri

\_\_\_\_\_

Date of Birth / Tarikh Lahir

Day / Hari   Month / Bulan   Year / Tahun    

Nationality / Warganegara

 Malaysia                               Others / Lain-lain \_\_\_\_\_

Religion / Agama \_\_\_\_\_

Preferred Language / Bahasa Pilihan

 Malay / Bahasa Malaysia                       English / Bahasa Inggeris  
 Chinese / Bahasa Cina                       Tamil / Bahasa Tamil  
 Others / Lain-lain \_\_\_\_\_

Marital Status / Taraf Perkahwinan

 Single / Bujang                       Married / Berkahwin  
 Others / Lain-lain \_\_\_\_\_

No. of Dependents / Bilangan Anak Dalam Tanggungan \_\_\_\_\_

Race / Bangsa

 Malay / Melayu                       Chinese / Cina  
 Indian / India                               Others / Lain-lain \_\_\_\_\_

Country of PR / Negara Permistautin Tetap \_\_\_\_\_

**Contact Details / Butir-butir Perhubungan**

House Tel. No. / No. Tel. Rumah \_\_\_\_\_

HP No. / No. Tel. Bimbit \_\_\_\_\_

E-mail / E-Mel \_\_\_\_\_

Residential Address / Alamat Kediaman \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode / Poskod \_\_\_\_\_

City / Bandar \_\_\_\_\_ State / Negeri \_\_\_\_\_

Mailing Address / Alamat Surat-menyurat \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode / Poskod \_\_\_\_\_

City / Bandar \_\_\_\_\_ State / Negeri \_\_\_\_\_

Residential Status / Status Permistautinan

 Resident / Penduduk Tetap  
 Non-resident / Penduduk bukan warganegara Malaysia  
 Others / Lain-lain \_\_\_\_\_

Years of Occupancy / Tempoh Menetap \_\_\_\_\_

Residency Type / Jenis Kediaman

 Own / Sendiri                               Tenant / Sewa  
 Parents' / Milik Ibu Bapa                       Employer's / Majikan  
 Others / Lain-lain \_\_\_\_\_

**B. APPLICANT EMPLOYMENT INFORMATION / MAKLUMAT PEKERJAAN PEMOHON**

Name of Employer / Nama Majikan atau Firma

\_\_\_\_\_

Designation / Jawatan: \_\_\_\_\_

Occupation Sector / Sektor Pekerjaan: \_\_\_\_\_

Length of Service / Tempoh Perkhidmatan \_\_\_\_\_

Office Address / Alamat Pejabat: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode / Poskod \_\_\_\_\_

City / Bandar \_\_\_\_\_ State / Negeri \_\_\_\_\_

Office Tel No / No. Tel. Pejabat \_\_\_\_\_

Office Fax No / No. Faks Pejabat \_\_\_\_\_

Total Monthly Income / Jumlah Pendapatan Bulanan RM \_\_\_\_\_

Others Income\* / Pendapatan Lain\* RM \_\_\_\_\_

Note : \*Please enclose evidence of income / Sila lampirkan bukti pendapatan

PF No. (for Maybank Group Staff only) /  
No. Pekerja (staf Kumpulan Maybank sahaja)

\_\_\_\_\_

Relatives working at Maybank Group /  
Ahli keluarga bekerja di Kumpulan Maybank

 Yes / Ya                               No / No

**C. APPLICANT ADDITIONAL INFORMATION / MAKLUMAT TAMBAHAN PEMOHON**

**PARTICULARS OF BANK'S ACCOUNT / BUTIR-BUTIR AKAUN BANK**

	Bank / Branch <i>Bank / Cawangan</i>	Type of Account <i>Jenis Akaun</i>	Financing Amount <i>Jumlah Pembiayaan</i>	Present Approximate Balance <i>Anggaran Baki Semasa</i>
a.				
b.				
c.				

**PARTICULARS OF SPOUSE / BUTIR-BUTIR PASANGAN**

Name as in NRIC or Passport / <i>Nama seperti di dalam Kad Pengenalan atau Pasport</i> _____ _____ Gender / <i>Jantina</i> <input type="checkbox"/> Male / <i>Lelaki</i> <input type="checkbox"/> Female / <i>Perempuan</i>	ID Type / <i>Jenis Pengenalan Diri</i> <input type="checkbox"/> New IC / <i>Kad Pengenalan Baru</i> <input type="checkbox"/> Passport / <i>Pasport</i> <input type="checkbox"/> Old IC / <i>Kad Pengenalan Lama</i> <input type="checkbox"/> Others / <i>Lain-lain</i> _____ ID Number / <i>Nombor Pengenalan Diri</i> _____ Date of Birth / <i>Tarikh Lahir</i> Day / <i>Hari</i> <input type="text"/> <input type="text"/> Month / <i>Bulan</i> <input type="text"/> <input type="text"/> Year / <i>Tahun</i> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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**D. PARTICULARS OF FINANCING / BUTIR-BUTIRAN PEMBIAYAAN**

**i. IF APPLYING FOR ASB FINANCING-i / JIKA MEMOHON UNTUK PEMBIAYAAN ASB-i**

ASB Financing-i Amount / <i>Amaun Pembiayaan ASB-i</i> : RM _____ PRTT / <i>PRTT</i> : RM _____ <b>Total Financing / Jumlah Pembiayaan</b> : <b>RM</b> _____ ASB Unit / <i>Unit ASB</i> : i. RM _____      ii. RM _____ iii. RM _____      iv. RM _____ Profit Rate / <i>Kadar Keuntungan</i> : _____ % Tenure / <i>Tempoh Pembiayaan</i> : _____ Years / <i>Tahun</i> Name of Unit Holder / <i>Nama Pemegang Unit</i> _____	Payment / <i>Pembayaran</i> : a) Single Rate / <i>Kadar Tunggal</i> By monthly instalment of / : RM _____ <i>Dengan ansuran bulanan</i> b) Tiered rate / <i>Kadar Berperingkat</i> By monthly instalment of / : RM _____ <i>Dengan ansuran bulanan</i> Note: 1. This financing is subject to approval by the Bank/ <i>Pembiayaan ini adalah tertakluk kepada kelulusan dari pihak Bank.</i> 2. Bank's panel Takaful Operators/Insurers provide maximum coverage tenure up to 35 years or the policy/certificate anniversary prior to your 65th birthday, whichever is earlier. For financing tenure of more than the maximum coverage tenure/age, the PRTT/PRTA coverage will not be adequate and will not provide cover for the remaining financing tenure./ <i>Panel pengendali takaful/insuran Bank hanya menyediakan perlindungan maksima sehingga 35 tahun atau ulang tahun polisi sebelum hari lahir ke-65 anda, yang mana lebih awal. Bagi tempoh pembiayaan melebihi tempoh perlindungan/umur maksima, perlindungan PRTT/PRTA tersebut tidak akan memadai dan tidak akan memberikan perlindungan untuk baki tempoh pembiayaan.</i>
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**ii. IF APPLYING FOR ASB PLUS /ASB 2 PLUS FINANCING / JIKA MEMOHON UNTUK PEMBIAYAAN ASB PLUS/ASB 2 PLUS**

Existing ASB/ASB 2 Financing Account No. / <i>No. Akaun Pembiayaan ASB/ASB 2 Sedia Ada</i> _____ Existing Financing Amount / <i>Jumlah Pembiayaan Sedia Ada</i> : RM _____ ASB Plus-i Amount / <i>Amaun ASB Plus-i</i> : RM _____ ASB/ASB 2 Plus-i Amount will be used to purchase: / <i>Amaun ASB/ASB 2 Plus-i akan digunakan untuk pembelian unit Amanah seperti yang berikut:</i> Option 1 / <i>Pilihan 1</i> : _____ Option 2 / <i>Pilihan 2</i> : _____ Option 3 / <i>Pilihan 3</i> : _____ List of ASNB Fixed Price Fund/ <i>Senarai Dana Harga Tetap ASNB:</i> ASB, ASB 2, ASB 3 Didik, ASM, ASM 2 Wawasan, ASM 3 New ASB/ ASB 2 Financing-i Amount / : RM _____ <i>Amaun Pembiayaan ASB/ASB 2-i yang Baru</i> PRTT / <i>PRTT</i> : RM _____ <b>Total Financing / Jumlah Pembiayaan</b> : <b>RM</b> _____ Profit Rate / <i>Kadar Keuntungan</i> : _____ % Tenure / <i>Tempoh Pembiayaan</i> : _____ Years / <i>Tahun</i> Name of Unit Holder / <i>Nama Pemegang Sijil</i> _____ Note: This financing is subject to approval by the Bank / <i>Nota: Pembiayaan ini adalah tertakluk kepada kelulusan dari pihak Bank</i>	<b>For ASB /ASB 2 Plus-i Financing with Guarantor / Joint Applicant:</b> <i>Untuk Pembiayaan ASB/ASB 2 Plus-i dengan Penjamin / Pemohon Bersama:</i> ASB/ASB 2 Plus-i amount will be credited into ASNB unit account as follow: / <i>Amaun ASB/ASB 2 Plus-i akan dikreditkan ke dalam akaun unit amanah ASNB seperti berikut:</i> 1) <b>Main Applicant / Pemohon Utama</b> Name of Account Holder / <i>Nama Pemegang Unit</i> _____ ASB/ASB 2 Plus-i Amount/ <i>Amaun ASB/ASB 2 Plus-i:</i> RM _____ Signature / <i>Tanda Tangan</i> : _____ Date / <i>Tarikh</i> : _____ 2) <b>Guarantor/Joint Applicant / Penjamin/Pemohon Bersama</b> Name of Account Holder / <i>Nama Pemegang Unit</i> _____ ASB/ASB 2 Plus-i Amount/ <i>Amaun ASB/ASB 2 Plus-i:</i> RM _____ Signature / <i>Tanda Tangan</i> : _____ Date / <i>Tarikh</i> : _____
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**E. PERSONAL DATA PROTECTION ACT (PDPA) 2010 / AKTA PERLINDUNGAN DATA PERIBADI (APDP) 2010**

By signing this form, I / we further confirm that all personal data that I/We have provided are all true, up-to-date and accurate. Should there be any changes to any of my/our personal data, I/we will notify Maybank Group immediately. / Dengan menandatangani borang ini, saya / kami seterusnya mengesahkan bahawa kesemua data peribadi yang saya/kami berikan adalah semuanya benar, terkini dan tepat. Sekiranya terdapat apa-apa perubahan pada mana-mana data peribadi saya / kami, saya / kami akan memaklumkan kepada Kumpulan Maybank dengan serta merta.

With regards to promotional and marketing materials: / berkenaan dengan bahan-bahan promosi dan pemasaran:

- Yes, I/ we expressly agree to Maybank Group and/or other Entities processing my / our personal data for promotional and marketing purposes.  
Ya, saya / kami menyatakan persetujuan untuk Kumpulan Maybank dan/atau Entiti-entiti Lain memproses data peribadi saya / kami untuk tujuan promosi dan pemasaran.
- No, I/ we do not agree to Maybank Group and / or other Entities processing my / our personal data for promotional and marketing purposes.  
Tidak, saya / kami tidak bersetuju untuk Kumpulan Maybank dan/atau Entiti-entiti Lain memproses data peribadi saya / kami untuk tujuan promosi dan pemasaran.

**F. Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) SELF CERTIFICATION / Akta Pematuhan Cukai Akaun Asing (APCAA) & Standard Pelaporan Bersama (SPB) PENGESAHAN INDIVIDU****FATCA SELF CERTIFICATION (MAIN APPLICANT) / PENGESAHAN INDIVIDU APCA (PEMOHON)****Definitions Applicable / Definisi**

The Term U.S. person or United States person means a person described in section 7701 (a) (30) of the Internal Revenue Code ; a citizen or resident of U.S. / Istilah individu AS atau individu Amerika Syarikat adalah merujuk kepada individu yang dinyatakan dalam seksyen 7701 (a) (30); Warganegara atau Pemastautin

Please check "√" Yes or No for each of the following questions: Sila tandakan "√" Ya atau Tidak bagi setiap soalan berikut

- |   | Yes / Ya  | No / Tidak               |
|---|---|--------------------------|
| 1. Are you US Citizen? / Adakah anda seorang Warganegara AS   | <input type="checkbox"/>                                    | <input type="checkbox"/> |
| 2. Do you hold a U.S. Permanent Resident Card (Green Card)? / Adakah Anda mempunyai Kad Pemastautin AS (Kad Hijau)?   | <input type="checkbox"/>                                    | <input type="checkbox"/> |
| 3. Are you a U.S. Resident? Adakah Anda seorang Pemastautin AS?   | <input type="checkbox"/>                                    | <input type="checkbox"/> |
| 4. If you have ticked "No" to all three questions above, then please tick as /<br>Jika anda menanda "Tidak" kepada ketiga-tiga soalan di atas, sila tandakan sebagai:             | <input type="checkbox"/> Non U.S Person / Bukan Individu AS |                          |
| 5. If you have ticked "Yes" to any of the three questions above, please tick as:<br>Jika anda menanda "Ya" kepada mana-mana daripada tiga soalan tersebut, sila tandakan sebagai: | <input type="checkbox"/> U.S. Person / Individu AS          |                          |

Please fill up / Sila isi borang: U.S. IRS form W9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=103>)

**G. JURISDICTION OF RESIDENCE AND TAXPAYER IDENTIFICATION NUMBER (TIN) / NEGARA PEMASTAUTIN DAN NOMBOR PENGENALAN PEMBAYAR CUKAI (TIN)**

Please Complete the following table indication / Sila Lengkapkan jadual berikut:

- a) The jurisdiction of residence where the account holder is resident for tax purposes (except for Malaysia) and / Bidang kuasa pemastautin yang mana pemegang akaun adalah pemastautin bagi tujuan percukaian (kecuali bagi Malaysia); dan
- b) The account holder's TIN for each jurisdiction indicated. Indicate all jurisdictions of residence. / TIN pemegang akaun bagi setiap bidang kuasa yang dinyatakan. Nyatakan semua bidang kuasa pemastautin.

If a TIN is unavailable, indicate which of the following reason is applicable / Jika tiada TIN, nyatakan salah satu alasan yang berkaitan seperti yang berikut:

Reason A / Alasan A - The jurisdiction where the account holder is a resident for tax purposes does not issue TIN to its residents. / Pemegang akaun adalah pemastautin bagi tujuan percukaian di dalam Negara yang tidak mengeluarkan TIN untuk pemastautinnya.

Reason B / Alasan B - The account holder is unable to obtain a TIN / Pemegang Akaun tidak boleh memperoleh TIN.

Reason C / Alasan C - TIN is not required. / TIN tidak diperlukan.

(Note: Select this reason only if the authorities of the jurisdiction do not require the TIN to be disclosed.) / (Nota: Pilih alasan C sahaja sekiranya pihak berkuasa cukai tempatan tidak menghendaki TIN dilaporkan.)

Country of Tax Residence / Negara Pemastautin Cukai	TIN	If no TIN available, indicate Reason / Jika TIN tidak diperoleh nyatakan Alasan A, B, or C
1		
Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above / Jika anda memilih Alasan B, sila nyatakan dalam ruangan yang berikut mengapa anda tidak boleh memperoleh TIN.		
2		
Note: if the account holder is a resident for tax purposes in more than one country, please use separate sheet / Nota: Sila gunakan helaian berasingan sekiranya pemegang akaun adalah pemastautin bagi tujuan percukaian lebih daripada satu Negara.		

**H. JOINT APPLICANT / GUARANTOR PERSONAL INFORMATION / MAKLUMAT PERIBADI PEMOHON BERSAMA / PENJAMIN**
 Joint Applicant / Pemohon Bersama     Guarantor / Guarantor

Relationship With Applicant / Hubungan Dengan Pemohon \_\_\_\_\_

Salutation / Gelaran

 Mr / Encik Mdm / Puan Ms / Cik Others / Lain-lain \_\_\_\_\_

Gender / Jantina

 Male / Lelaki Female / Perempuan**Contact Details / Butir-butir Perhubungan**

House Tel. No. / No. Tel. Rumah \_\_\_\_\_

HP No. / No. Tel. Bimbit \_\_\_\_\_

E-mail / E-Mel \_\_\_\_\_

Residential Address / Alamat Kediaman \_\_\_\_\_

Postcode / Poskod \_\_\_\_\_

City / Bandar \_\_\_\_\_ State / Negeri \_\_\_\_\_

Name as in NRIC or Passport /

Nama seperti di dalam Kad Pengenalan atau Pasport

ID Type / Jenis Pengenalan Diri

 New IC / Kad Pengenalan Baru Passport / Pasport Old IC / Kad Pengenalan Lama Others / Lain-lain \_\_\_\_\_

ID Number / Nombor Pengenalan Diri

Date of Birth / Tarikh Lahir

Day / Hari   Month / Bulan   Year / Tahun    

Nationality / Warganegara

 Malaysia Others / Lain-lain \_\_\_\_\_

Race / Bangsa

 Malay / Melayu Chinese / Cina Indian / India Others / Lain-lain \_\_\_\_\_

Religion / Agama \_\_\_\_\_

Preferred Language / Bahasa Pilihan

 Malay / Bahasa Malaysia English / Bahasa Inggeris Chinese / Bahasa Cina Tamil / Bahasa Tamil Others / Lain-lain \_\_\_\_\_

Marital Status / Taraf Perkahwinan

 Single / Bujang Married / Berkahwin Others / Lain-lain \_\_\_\_\_

No. of Dependants / Bilangan Anak Dalam Tanggungan \_\_\_\_\_

Bumiputera

 Yes / Ya No / Tidak

Country of PR / Negara Perumahan Tetap \_\_\_\_\_

Mailing Address / Alamat Surat-menyurat \_\_\_\_\_

Postcode / Poskod \_\_\_\_\_

City / Bandar \_\_\_\_\_ State / Negeri \_\_\_\_\_

Residential Status / Status Perumahan

 Own / Sendiri Tenant / Sewa Parents' / Milik Ibu Bapa Relatives's / Milik Saudara Others / Lain-lain \_\_\_\_\_

Years of Occupancy / Tempoh Menetap \_\_\_\_\_

Name of Employer or Firm / Nama Majikan atau Firma

Length of Service/Tempoh Perkhidmatan \_\_\_\_\_

Designation/Jawatan: \_\_\_\_\_

Occupation Sector/Sektor

Pekerjaan: \_\_\_\_\_

Office Address / Alamat Pejabat \_\_\_\_\_

Postcode / Poskod \_\_\_\_\_

City / Bandar \_\_\_\_\_ State / Negeri \_\_\_\_\_

Office Tel. No. / No. Tel. Pejabat \_\_\_\_\_

Office Fax No. / No. Faks Pejabat \_\_\_\_\_

Total Monthly Income / Jumlah Pendapatan Bulanan RM \_\_\_\_\_

Others Income/ Pendapatan Lain RM \_\_\_\_\_

Type of Income / Jenis Pendapatan \_\_\_\_\_

PF No. (for Maybank Group Staff only)

/ No. Pekerja (staf Kumpulan Maybank sahaja)

Relatives working at Maybank Group /

Ahli keluarga bekerja di Kumpulan Maybank

 Yes / Ya No / No**I. PERSONAL DATA PROTECTION ACT (PDPA) 2010 / AKTA PERLINDUNGAN DATA PERIBADI (APDP) 2010**

By signing this form, I / we further confirm that all personal data that I / we have provided are all true, up-to-date and accurate. Should there be any changes to any of my / our personal data, I / we will notify Maybank Group immediately. / Dengan menandatangani borang ini, saya / kami seterusnya mengesahkan bahawa kesemua data peribadi yang saya/kami berikan adalah semuanya benar, terkini dan tepat. Sekiranya terdapat apa-apa perubahan pada mana-mana data peribadi saya / kami, saya / kami akan memaklumkan kepada Kumpulan Maybank dengan serta merta.

With regards to promotional and marketing materials: / berkenaan dengan bahan-bahan promosi dan pemasaran:

 Yes, I / we expressly agree to Maybank Group and / or other Entities processing my / our personal data for promotional and marketing purposes.

Ya, saya / kami menyatakan persetujuan untuk Kumpulan Maybank dan / atau Entiti-entiti Lain memproses data peribadi saya / kami untuk tujuan promosi dan pemasaran.

 No, I / we do not agree to Maybank Group and / or other Entities processing my / our personal data for promotional and marketing purposes.

Tidak, saya / kami tidak bersetuju untuk Kumpulan Maybank dan / atau Entiti-entiti Lain memproses data peribadi saya / kami untuk tujuan promosi dan pemasaran.

**J. Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) SELF CERTIFICATION / Akta Pemuatan Cukai Akaun Asing (APCAA) & Standard Pelaporan Bersama (SPB) PENGESAHAN INDIVIDU**

**FATCA SELF CERTIFICATION (JOINT APPLICANT / GUARANTOR) / PENGESAHAN INDIVIDU APCA (PEMOHON BERSAMA / PENJAMIN)**

**Definitions Applicable / Definisi**

The Term U.S. person or United States person means a person described in section 7701 (a) (30) of the Internal Revenue Code ; a citizen or resident of U.S. / Istilah individu AS atau individu Amerika Syarikat adalah merujuk kepada individu yang dinyatakan dalam seksyen 770 1(a) (30); Warganegara atau Pemastautin

Please check "✓" Yes or No for each of the following questions: *Sila tandakan "✓" Ya atau Tidak bagi setiap soalan berikut*

	Yes / Ya	No / Tidak
1. Are you US Citizen? / Adakah anda seorang Warganegara AS	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you hold a U.S. Permanent Resident Card (Green Card)? / Adakah Anda mempunyai Kad Pemastautin AS (Kad Hijau)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are you a U.S. Resident? Adakah Anda seorang Pemastautin AS?	<input type="checkbox"/>	<input type="checkbox"/>
4. If you have ticked "No" to all three questions above, then please tick as / Jika anda menanda "Tidak" kepada ketiga-tiga soalan di atas, sila tandakan sebagai:	<input type="checkbox"/> Non U.S Person / Bukan Individu AS	
5. If you have ticked "Yes" to any of the three questions above, please tick as: Jika anda menanda "Ya" kepada mana-mana daripada tiga soalan tersebut, sila tandakan sebagai:	<input type="checkbox"/> U.S. Person / Individu AS	

Please fill up / Sila isi borang: U.S. IRS form W9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=103>)

**K. JURISDICTION OF RESIDENCE AND TAXPAYER IDENTIFICATION NUMBER (TIN) / NEGARA PEMASTAUTIN DAN NOMBOR PENGENALAN PEMBAYAR CUKAI (TIN)**

Please Complete the following table indication / Sila Lengkapkan jadual yang berikut:

- The jurisdiction of residence where the account holder is resident for tax purposes (except for Malaysia) and / Bidang kuasa pemastautin yang mana pemegang akaun adalah pemastautin bagi tujuan percukaian (kecuali bagi Malaysia); dan
- The account holder's TIN for each jurisdiction indicated. Indicate all jurisdictions of residence. / TIN pemegang akaun bagi setiap bidang kuasa yang dinyatakan. Nyatakan semua bidang kuasa pemastautin.

If a TIN is unavailable, indicate which of the following reason is applicable / Jika tiada TIN, nyatakan salah satu alasan yang berkaitan seperti yang berikut:

Reason A / Alasan A - The jurisdiction where the account holder is a resident for tax purposes does not issue TIN to its residents. / Pemegang akaun adalah pemastautin bagi tujuan percukaian di dalam Negara yang tidak mengeluarkan TIN untuk pemastautinnya.

Reason B / Alasan B - The account holder is unable to obtain a TIN / Pemegang Akaun tidak boleh memperoleh TIN.

Reason C / Alasan C - TIN is not required. / TIN tidak diperlukan.

(Note: Select this reason only if the authorities of the jurisdiction do not require the TIN to be disclosed.) / (Nota: Pilih alasan C sahaja sekiranya pihak berkuasa cukai tempatan tidak menghendaki TIN dilaporkan.)

Country of Tax Residence / Negara Pemastautin Cukai	TIN	If no TIN available, indicate Reason / Jika TIN tidak diperoleh nyatakan Alasan A, B, or C
1		
Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above / Jika anda memilih Alasan B, sila nyatakan dalam ruangan yang berikut mengapa anda tidak boleh memperoleh TIN.		
2		
Note: if the account holder is a resident for tax purposes in more than one country, please use separate sheet / Nota: Sila gunakan helaian berasingan sekiranya pemegang akaun adalah pemastautin bagi tujuan percukaian lebihdaripada satu Negara.		

**L. OTHER DETAILS / LAIN-LAIN MAKLUMAT**

Do you have Maybank / Maybank Islamic Savings Account? Adakah anda mempunyai Akaun Simpanan Maybank / Maybank Islamik?

- Yes, my account no. is / Ya, no akaun saya adalah \_\_\_\_\_
- No, please open a savings account for me / Tidak, sila buka akaun simpanan bagi saya

What other financial products / services would you require in the near future? / Lain-lain produk / perkhidmatan yang diperlukan pada masa hadapan?

- |   |   |
|---|---|
| <input type="checkbox"/> Credit Card / Kad kredit                         | <input type="checkbox"/> Insurance/Takaful (General) / Insuran/Takaful (Am)   |
| <input type="checkbox"/> Share Margin Financing / Pembiayaan Margin Saham | <input type="checkbox"/> Insurance/Takaful (Family) / Insuran/Takaful (Hayat) |
| <input type="checkbox"/> Personal Financing / Pembiayaan Peribadi         | <input type="checkbox"/> Unit Trust Investment / Pelaburan Amanah Saham       |
| <input type="checkbox"/> Share Trading / Dagangan Saham                   | <input type="checkbox"/> Will Writing Services / Perkhidmatan Wasiat          |
| <input type="checkbox"/> Property Financing / Pembiayaan Hartanah         | <input type="checkbox"/> Others / Lain-lain                                   |

**M. INCOME INFORMATION / MAKLUMAT PENDAPATAN**

SECTION A	Applicant	Joint Applicant / Guarantor	SECTION B
Gross Monthly Income / Pendapatan Kasar	RM _____	RM _____	Where tenure is requested beyond retirement age, to provide source of income / Sila nyatakan sumber pendapatan sekiranya tempoh pembiayaan melebihi umur persaraan.  <input type="checkbox"/> EPF/KWSP <input type="checkbox"/> Savings / FD / ASB <input type="checkbox"/> Rental Income / Pendapatan Sewa <input type="checkbox"/> Others / Lain-lain
Fixed Allowance / Elaun Tetap	RM _____	RM _____	
Non Fixed Allowance / Elaun Tidak Tetap	RM _____	RM _____	
Commission / Komisen	RM _____	RM _____	
Rental* / Sewa*	RM _____	RM _____	
Others* / Lain-lain* _____	RM _____	RM _____	
<b>Total / Jumlah</b>	<b>RM _____</b>	<b>RM _____</b>	

**NOTE/NOTA :**  
\*Please enclose evidence of income eg: ASB/FD cert / Tenancy Agreement etc.  
\*Sila lampirkan bukti pendapatan, contoh: ASB / Sijil Simpanan Tetap / Perjanjian Sewaan dll.

Monthly Statutory Deductions / Potongan Bulanan Berkanun	Applicant	Joint Applicant / Guarantor
EPF / KWSP	RM _____	RM _____
Income Tax / Cukai Pendapatan (PCB)	RM _____	RM _____
SOCSSO / PERKESO	RM _____	RM _____
Others* / Lain-lain* _____	RM _____	RM _____
<b>Total / Jumlah</b>	RM _____	RM _____

\*Please state in details eg: Zakat, Income Tax CP  
 \*Sila nyatakan dengan terperinci contoh: Zakat, Cukai Pendapatan CP

Monthly Commitment - Financial Institutions Related / Tanggungan Bulanan - Berkaitan Dengan Institusi Kewangan	Applicant	Joint Applicant / Guarantor
Monthly Commitment / Tanggungan Bulanan	RM _____	RM _____
Monthly Financial Payment / Bayaran Pembiayaan Bulanan		
Term Financing/ Pembiayaan Berjangka	RM _____	RM _____
Overdraft / Overdraft	RM _____	RM _____
Hire Purchase / Sewa Beli	RM _____	RM _____
Others* / Lain-lain* : _____	RM _____	RM _____
<b>Total / Jumlah</b>	RM _____	RM _____

\*Please state in details eg: Zakat, Income Tax CP  
 \*Sila nyatakan dengan terperinci contoh: Zakat, Cukai Pendapatan CP

Monthly Commitment –Non Financial Institutions Related/ Tanggungan Bulanan – Berkaitan Dengan Institusi Bukan Kewangan												
Monthly Financing Payment / Bayaran Pembiayaan Bulanan:												
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 33%;">Company / Institusi</th> <th style="width: 33%;">Remaining Tenure / Tempoh Baki</th> <th style="width: 33%;">Monthly Payment / Ansuran Bulanan</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Company / Institusi	Remaining Tenure / Tempoh Baki	Monthly Payment / Ansuran Bulanan									
Company / Institusi	Remaining Tenure / Tempoh Baki	Monthly Payment / Ansuran Bulanan										
NOTE / NOTA: Non-Financial Institutions related eg: monthly instalment to finance the purchase of washing machine or furniture from "Consumer Electronics and Furniture Retailers" / Berkaitan dengan Institusi Bukan Kewangan, contoh: ansuran bulanan untuk pembelian mesin basuh atau perabot dengan "Peruncitan Pengguna Elektrik dan Perabot"												

N. PERSONAL REFERENCE / RUJUKAN PERIBADI	
<b>Personal Reference (Immediate Family Member) / Rujukan Peribadi (Ahli Keluarga Terdekat):</b>	
Name / Nama _____	
Relationship / Hubungan _____	
Address / Alamat _____	
_____	
Postcode / Poskod _____	
City / Bandar _____	State / Negeri _____
House Tel. No. / No. Tel. Rumah _____	Office Tel No/No.Tel. Pejabat _____

**O. DECLARATION BY APPLICANT(S) (IF APPLICABLE) / PENGAKUAN OLEH PEMOHON (JIKA BERKENAAN)**

- A. I / We hereby declare that all the information given by me / us is true and I / we have not withheld any material fact. If any of the information given by me / us becomes inaccurate or misleading or changes in anyway, whether before this application is approved or whilst the financing is outstanding, I / we will promptly notify the Bank and/or the takaful operator/insurer (where applicable) of such changes.  
*Saya / Kami mengaku bahawa semua maklumat yang diberikan oleh saya / kami adalah benar dan saya / kami tidak menyembunyikan apa-apa maklumat. Jika ada mana-mana maklumat yang diberikan oleh saya / kami adalah tidak tepat atau mengelirukan atau berubah-ubah, samada sebelum permohonan ini diluluskan ataupun masih dalam pertimbangan, saya / kami akan memaklumkan mengenai perubahan maklumat tersebut kepada pihak Bank dan/atau pihak syarikat takaful/insuran (yang mana berkenaan) dengan segera.*
- B. I / We hereby declare that all the information given including but not limited to information from any financings that I / we have obtained or in the processing of obtaining from any financial and non-financial institution is true, accurate and complete and I / we have not withheld any material facts or information in relation thereto. If any information given by me / us herein becomes inaccurate or there are any material changes in anyway, whether before this application is approved or while this application of financing is outstanding, I / we hereby undertake to notify the Bank and/or the takaful operator/insurer (where applicable) of such changes with immediate effect. I / We hereby further declare that I / we do not have any other financing from financial or non-financial institutions other than as declared herein-  
*Saya / Kami dengan ini mengesahkan bahawa semua maklumat yang diberi, termasuk tetapi tidak terhad kepada maklumat daripada mana-mana pembiayaan yang saya / kami telah peroleh atau dalam proses untuk mendapatkan pembiayaan daripada mana-mana institusi kewangan dan bukan kewangan adalah benar, tepat dan lengkap, dan saya / kami tidak menyembunyikan apa-apa fakta material atau maklumat berhubung dengannya. Jika apa-apa maklumat yang diberikan oleh saya / kami dalam dokumen ini menjadi tidak tepat atau terdapat apa-apa perubahan penting dengan cara apa jua, sama ada sebelum permohonan ini diluluskan atau ketika permohonan pembiayaan ini belum selesai, saya / kami dengan ini mengaku janji untuk memaklumkan pihak Bank dan/atau pihak syarikat takaful/ insuran (yang mana berkenaan) tentang perubahan itu dengan serta-merta. Saya / Kami dengan ini mengisytiharkan selanjutnya bahawa saya / kami tidak mempunyai apa-apa pembiayaan lain daripada institusi kewangan atau bukan kewangan lain selain yang diisytiharkan dalam dokumen ini.*
- C. I / We authorize and consent to the Bank and its representative to obtain information pertaining to this application from any source, including but not limited to credit information, from the Inland Revenue Authorities, EPF, other financial institutions, Central Credit Reference Information System (CCRIS), SME Credit Bureau, any other credit reference agencies, physicians, hospitals, clinics, any other person, individual and / or entity, as the Bank deems appropriate, without assigning any reason whatsoever.  
*Saya / Kami memberi kebenaran dan persetujuan kepada pihak Bank dan wakilnya untuk mendapatkan maklumat berkaitan dengan permohonan ini dari mana-mana sumber termasuk dan tetapi tidak terhad kepada maklumat kredit dari Lembaga Hasil Dalam Negeri, KWSP, institusi-institusi kewangan yang lain, Sistem Maklumat Kredit Pusat (CCRIS), Kredit Biro SME, mana-mana ejen rujukan kredit, doctor, hospital, klinik individu dan / atau entiti yang dianggap bersesuaian oleh pihak Bank, tanpa perlu menyatakan sebarang alasan.*
- The Bank is expressly authorised to discuss with my / our present and future employer(s) regarding this application.  
*Pihak Bank diberi kuasa untuk membincangkan permohonan ini bersama majikan semasa dan majikan masa depan saya / kami.*
- D. I / We will comply with the Bank's requirements in respect of my / our application and I / we understand that the Bank's offer of the financing will be subject to the Bank performing the necessary verification.  
*Saya / Kami akan mematuhi segala keperluan pihak Bank untuk permohonan saya / kami dan saya / kami memahami bahawa tawaran pembiayaan oleh pihak Bank adalah tertakluk kepada pengesahan yang diperlukan oleh pihak bank.*
- E. I / We hereby agree and consent for the Bank to request for and to obtain all the personal information and data set forth in this form for the purpose of processing this application and also for all other purposes that are necessary and required in relation to the facility requested for by I / we herein including the transfer, storing and / or disclosing of such personal data to any of our authorised and appointed agents, subsidiaries in or outside Malaysia. I / We also declare that all personal information and data set forth herein are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, I / we will undertake to notify the Bank immediately.  
*Saya / Kami dengan ini bersetuju dan membenarkan pihak Bank untuk meminta dan mendapatkan semua maklumat dan data peribadi yang dinyatakan dalam borang ini bagi tujuan memproses permohonan ini dan juga untuk semua tujuan lain yang diperlukan dan dikehendaki berhubung dengan kemudahan yang diminta oleh saya / kami dalam borang ini termasuk memindahkan, menyimpan dan / atau mendedahkan data peribadi tersebut kepada mana-mana ejen kami yang diberi kuasa dan dilantik, anak syarikat di dalam atau di luar Malaysia. Saya / Kami juga mengisytiharkan bahawa semua maklumat dan data peribadi yang dinyatakan dalam borang ini adalah benar, terkini dan tepat dan sekiranya terdapat apa-apa perubahan kepada apa-apa maklumat atau data peribadi yang dinyatakan dalam borang ini, saya / kami berjanji untuk memberitahu pihak Bank dengan segera.*
- F. I / We hereby undertake to inform the Bank if I / we and my / our guarantor(s) and my / our immediate family members (parents, spouses, children and sibling) are related to any present or future employee(s) of the Bank or the director(s) of the Bank.  
*Dengan ini saya / kami mengakujajani akan memberitahu pihak Bank jika saya / kami dan penjamin saya / kami dan ahli keluarga terdekat saya / kami (ibu bapa, suami, isteri, anak-anak dan adik beradik) berkait dengan pekerja Bank atau pengarah Bank pada masa sekarang atau pada masa depan.*
- G. I / We are not in default on any accounts with the Bank or other financial institutions or under any legal impediments.  
*Saya / Kami tidak gagal untuk membuat pembayaran terhadap mana-mana akaun Bank atau institusi-institusi kewangan yang lain atau di dalam mana-mana urusan undang-undang.*
- H. This application form and all supporting documents that were submitted to the Bank will be the sole property of the Bank and the Bank is entitled to retain the same irrespective of whether my / our application is approved or rejected by the Bank.  
*Borang permohonan ini dan semua dokumen sokongan yang telah diserahkan kepada pihak Bank adalah hak milik mutlak pihak Bank dan pihak Bank berhak untuk mengekalkan semua dokumen tanpa mengira samada permohonan saya / kami diluluskan atau ditolak oleh pihak Bank.*
- I. I / We understand that the Bank reserves the absolute right to approve or decline or vary the financing amount of this application as the Bank deems fit without assigning any reason.  
*Saya / Kami faham bahawa pihak Bank mempunyai hak mutlak untuk meluluskan atau menolak permohonan tanpa menyatakan sebarang alasan.*
- J. We agree to be bound by the Bank's rules from time to time governing the relevant type of account and financing and that the Bank is entitled to be indemnified in circumstances set out in such rules.  
*Saya / Kami bersetuju untuk terikat kepada peraturan-peraturan Bank dari masa ke semasa yang berkaitan dengan jenis akaun dan pembiayaan dan pihak Bank berhak untuk dibayar ganti rugi dalam keadaan yang tertera di dalam syarat-syarat tersebut.*

- K. The Bank refers to Maybank Islamic Berhad being the licensed financial institution offering the financing product(s) referred to in this application form.  
*Bank adalah merujuk kepada Maybank Islamic Berhad sebagai institusi kewangan yang dilesenkan untuk menawarkan produk-produk pembiayaan yang dirujuk dalam borang permohonan ini.*
- L. For my/our convenience, I/we agree for the Bank to notify me/us vide a Short Message System (SMS) to my/our mobile number as stated in this form should my/our financing application be approved by the Bank.  
*Untuk kemudahan kami, saya/kami bersetuju untuk pihak Bank memaklumkan saya/kami melalui Sistem Pesanan Ringkas (SMS) ke telefon mudah alih saya/kami mengikut nombor yang dinyatakan di dalam borang permohonan ini sekiranya permohonan pembiayaan saya/kami diluluskan oleh pihak Bank.*
- M. I/We confirm that I/we fully understand that my/our answers and declarations given in this application and any other relevant documents completed by me/us in connection with this application, or amendments thereto, will be relied upon by the insurer/takaful operator in deciding whether to accept my application or not in relation to the PRTA/PRTT.  
*Saya/Kami mengesahkan bahawa saya/kami memahami bahawa jawapan saya/kami dan perisytiharan yang diberikan dalam permohonan ini dan apa-apa dokumen lain yang berkaitan dilengkapkan oleh saya/kami berkaitan dengan permohonan ini, atau pindaan, hendaklah digunapakai oleh syarikat pengendali insurans/takaful dalam memutuskan sama ada untuk menerima permohonan saya atau tidak berhubung dengan PRTA/PRTT.*
- N. I/We understand and agree that the certificate of PRTA/PRTT, I/we have applied for will only commence on the date that the financing is first disbursed, provided that the application of PRTA/PRTT has been approved by the insurer/takaful operator, the full premium/contribution has been received by the insurer/takaful operator, and during and prior to, or as at the date of commencement of the cover.  
*Saya / Kami memahami dan bersetuju bahawa PRTA/PRTT saya / kami telah memohon hanya akan bermula pada tarikh pembiayaan itu mula-mula dikeluarkan, dengan syarat bahawa permohonan itu telah diluluskan oleh syarikat insurans/takaful, premium/sumbangan penuh telah diterima oleh penanggung insurans/takaful, dan semasa dan sebelum, atau pada tarikh permulaan perlindungan.*
- O. I/We hereby authorise Bank to debit my/our account, with details as per above, in respect of my/our insurance premium/takaful contribution or any revised premium/contribution amount as assessed by the underwriters of the insurer/takaful operator upon disbursement of the financing.  
*Saya / Kami dengan ini memberi kebenaran kepada pihak Bank untuk mendebit akaun saya / kami, dengan butiran seperti di atas, berkenaan dengan premium insuran/sumbangan takaful saya /kami atau mana-mana jumlah premium/sumbangan disemak semula seperti yang dinilai oleh pihak syarikat insuran/takaful, setelah pembayaran pembiayaan dibuat.*

**Note: Items N, O and P above will only be applicable to person who opt for cover only.**

*Nota: Item-item N,O dan P di atas hanya terpakai kepada orang yang memilih untuk dilindungi sahaja.*

- P. I/We hereby agree and consent, in line with Personal Data Protection Act (PDPA) 2010, for the Bank to request for and to obtain all the personal information and data set forth in this form for the purpose of processing this application and also for all other purposes including marketing and promotional purposes that are necessary and required in relation to the facility requested for by I / we herein including the transfer, storing and / or disclosing of such personal data to any of Bank's authorised and appointed agents, subsidiaries in or outside Malaysia. I / We also declare that all personal information and data set forth herein are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, I / we will undertake to notify the Bank immediately.  
*Saya / Kami dengan ini bersetuju dan membenarkan, bertepatan dengan Personal Data Protection Act (PDPA) 2010, pihak Bank untuk meminta dan mendapatkan semua maklumat dan data peribadi yang dinyatakan dalam borang ini bagi tujuan memproses permohonan ini dan juga untuk semua tujuan lain termasuk untuk tujuan pemasaran dan promosi yang diperlukan dan dikehendaki berhubung dengan kemudahan yang diminta oleh saya / kami dalam borang ini termasuk memindahkan, menyimpan dan / atau mendedahkan data peribadi tersebut kepada mana-mana ejen Bank yang diberi kuasa dan dilantik, anak syarikat di dalam atau di luar Malaysia. Saya / Kami juga mengisytiharkan bahawa semua maklumat dan data peribadi yang dinyatakan dalam borang ini adalah benar, terkini dan tepat dan sekiranya terdapat apa-apa perubahan kepada apa-apa maklumat atau data peribadi yang dinyatakan dalam borang ini, saya / kami berjanji untuk memberitahu pihak Bank dengan segera.*
- Q. I/We undertake to notify the Bank in writing within 30 calendar days if there is a change in any information relating to FATCA/CRS which I/we have provided to the Bank and I/we hereby consent that the Bank may take following action:  
*Saya/Kami berjanji untuk memaklumkan kepada pihak Bank secara bertulis dalam tempoh 30 hari sekiranya berlaku perubahan berkaitan dengan maklumat berkenaan dengan FATCA/CRS yang telah diberikan kepada pihak Bank dan saya/kami memberi kebenaran untuk pihak Bank bertindak seperti berikut: -*
- (1) to report my/our information to regulatory authorities in accordance with the requirements of FATCA/CRS as may be stipulated by applicable laws, regulations, agreement, guidelines or directives;  
*Melaporkan maklumat berhubung akaun tersebut kepada pihak berkuasa mengikut keperluan FATCA/CRS seperti yang ditetapkan oleh undang-undang, peraturan, perjanjian, panduan atau arahan;*
  - (2) to withhold from my/our account(s) such amounts in accordance with the requirements of FATCA/CRS as may be stipulated by applicable laws, regulations, agreement, guidelines or directives; and/or  
*Menahan sebarang amaun daripada akaun saya/kami mengikut keperluan FATCA/CRS seperti yang ditetapkan oleh undang-undang, peraturan, perjanjian, panduan atau arahan; dan/atau*
  - (3) to classify me/us as a recalcitrant account holder and/or suspend, recall or terminate my/our account(s) and/or facilities granted to me/us, in the event I/we fail to provide accurate and complete information and/or documentation as the Bank may require  
*Mengklasifikasikan saya/kami sebagai pemegang akaun ingkar dan/atau menggantung, menghentikan atau menamatkan akaun saya/kami dan/atau pembiayaan yang diberikan kepada saya/kami, sekiranya saya/kami gagal untuk memberikan maklumat dan/atau dokumen yang tepat dan lengkap seperti yang dikehendaki oleh pihak Bank.*
- R. By signing below, I/we hereby confirm having read, understood and agree to be bound by the Terms and Conditions of the ASB Financing-i/ASB-i Plus Financing as per terms and conditions attached to this application form and any amendments to the same which the Bank may subsequently introduce from time to time upon giving adequate prior notice to me/us.  
*Dengan menandatangani ruangan di bawah, saya/kami dengan ini menjelaskan bahawa kami telah membaca, memahami dan bersetuju untuk terikat dengan terma-terma dan syarat-syarat yang ditetapkan untuk Pembiayaan ASB-i/Pembiayaan ASB-i Plus dan mengikut apa-apa perubahan dari pihak Bank dari masa ke semasa dengan memberikan notis kepada saya/kami.*



Signature of Applicant /  
Tandatangan Pemohon

Name / Nama \_\_\_\_\_

I/C No. / No KP \_\_\_\_\_

Date / Tarikh \_\_\_\_\_

Signature of Joint Applicant 1 / Guarantor  
Tandatangan Pemohon Bersama 1 / Penjamin

Name / Nama \_\_\_\_\_

I/C No. / No KP \_\_\_\_\_

Date / Tarikh \_\_\_\_\_

Signature of Joint Applicant 2  
Tandatangan Pemohon Bersama 2

Name / Nama \_\_\_\_\_

I/C No. / No KP \_\_\_\_\_

Date / Tarikh \_\_\_\_\_

**FOR OFFICE USE / UNTUK KEGUNAAN PEJABAT**

**Lead Generator**

PF No. / No PF \_\_\_\_\_

Name / Nama \_\_\_\_\_

Branch / Cawangan \_\_\_\_\_

Branch Code / Kod Cawangan \_\_\_\_\_

**Sales Person**

PF No. / No PF \_\_\_\_\_

Name / Nama \_\_\_\_\_

Branch / Cawangan \_\_\_\_\_

Branch Code / Kod Cawangan \_\_\_\_\_

## TERMS AND CONDITIONS

Upon the Bank's ("we", "us" and "our") approval of the Amanah Saham Bumiputera/Amanah Saham Bumiputera 2 (ASB) financing-i/ASB-i Plus Financing/ASB 2-i Plus Financing("Facility"), these terms and conditions will be binding on you immediately. You understand and agree to be bound by these terms and conditions, Letter of Notification (as defined below) and any amendments as may be made by us from time to time. Your application of the Facility will be subject to our approval in the manner we deem fit in accordance with our financing procedures.

All reference made to "Security Documents" includes these terms and conditions, Letter of Guarantee or any other documents executed by you and/or the Guarantor in relation to the Facility, where necessary.

All reference made to "Indebtedness" includes all money and liabilities whether principal, profit, costs, charges, commission or otherwise outstanding, due and payable or agreed to be payable by you and/or the Guarantor to us from time to time whether solely or jointly with any other person for the payment of all money by you and/or the Guarantor in respect of or arising from the Facility, including but not limited to the Bank's Sale Price.

### (1) Method of Financing

In accordance with the contract of Murabahah (Cost plus Sale) via Tawarruq arrangement, you request us to purchase the underlying Shariah compliant commodities acceptable to us ("Commodity") from such commodity trader acceptable to us and undertake to purchase the Commodity from us. Pursuant to the request, we purchase the Commodity from any commodity trader at the price equivalent to the Facility Amount.

Thereafter, we will sell to you the Commodity and you will purchase the Commodity at the Bank's Sale Price which will constitute the Facility Amount and our profit on deferred payment basis.

You will also appoint us as your agent to sell the Commodity to any commodity trader or any third party at an amount which will be equivalent to the Facility Amount.

The proceeds of the sale of the Commodity will be placed (with written notice to you) in your Facility account maintained with us or in such manner determined by us for disbursement and simultaneously you will authorise us to make payment to relevant parties for the property financed subject to the terms of the Facility.

### (2) Purchase Request and Undertaking

In accordance with our financing procedures, you request us to purchase the Commodity from any commodity trader at the Facility Amount which will be payable in accordance to the terms of the Facility.

You promise and irrevocably undertake to purchase the Commodity from us at the Bank's Sale Price.

You confirm that the undertaking under this Clause 2 is irrevocable (except with our prior written consent) and binding on your estate, heirs, successors in title, permitted assigns and personal representatives.

### (3) Appointment of Agency

You irrevocably appoint us as your agent to perform the following: -

- (i) purchase the Commodity that we deem fit and to take possession (physical or constructive) of the Commodity;
- (ii) sell the Commodity to any commodity trader or any third party at the price equivalent to the Facility Amount;
- (iii) receive and manage the proceeds from the sale of the Commodity for you; and
- (iv) deliver possession of and title in and to the Commodity to any purchaser of the Commodity.

We will at all times act as your agent and we will: -

- (i) be authorised to sign and execute all documents and do all acts and observe and perform all obligations required to be done in connection with the appointment as Agent, or imposed under any agreement of sale of the Commodity to any commodity trader or third party; and
- (ii) be authorised to delegate our rights and duties as an agent to any third party to do all acts necessary for the completion of the required transactions; and
- (iii) be required to do all the administrative duties regarding the holding and the selling of the Commodity.

### **Bank as the Customer's agent to execute documents**

You also appoint us as your agent to perform the following for and on your behalf:

- (a) to act and/or execute the necessary documents under the commodity Murabahah transaction (including the Asset Sale Agreement).

The proceeds of sale of the Commodity due to you will be paid (with written notice to you) to us into your Facility account, once we have received confirmation of receipt of payment from the commodity trader or any third party. We will then disburse the proceeds in accordance with the terms of the Facility.

This appointment will not create or be deemed to create a partnership or a joint venture between the parties, nor will it establish a relationship of principal or agent in any other relationship between you and us.

You undertake to indemnify us from any losses, costs, expenses or damage that we may suffer or incur as a result of fulfilling our agency function as set out above, except if such losses, costs, expenses or damage are due to any error, omission, misrepresentation or negligence caused by us.

The appointment of us as your agent will cease on termination or cancellation of the Facility. In addition, we may terminate this appointment for any negligence or misconduct by you with prior written notice to you.

#### **(4) Letter of Notification**

We will issue a Letter of Notification to you upon our approval of your application of the Facility. The Letter of Notification will state the Facility Amount approved, the relevant takaful contribution payable, the total profit amount, the total payment amount, tenure, particulars of the ASB Units which have been charged to us in support of the Facility, the applicable Ceiling Profit Rate, Effective Profit Rate and Standardised Base Rate of the Facility Amount, the instalments amount(s) and the effective date of the instalment amount(s), fees and other charges and any other terms and conditions as imposed by us. The Letter of Notification will be a computer generated letter and would not be signed but will be deemed as having been issued by us.

You are required to promptly notify us in writing within fourteen (14) calendar days from the date you receive the Letter of Notification from us of any error or omission or in the event that you do not wish to proceed with the financing, failing which you will be deemed to have confirmed and accepted the terms and conditions as set out in the Letter of Notification. You will be precluded from making any claim against us alleging that the terms and conditions as set out in the Letter of Notification contains any error or omission and/or that the same is not confirmed and accepted by you or you do not agree with the Facility Amount.

#### **(5) Conditions Precedent for Disbursement**

We will only disburse the Facility amount after you have fulfilled the following Conditions Precedent: -

- (a) The Security Documents as required by us have been duly executed, stamped and presented for registration with such registries as we may deem necessary.
- (b) Searches have been conducted on you and/or your Guarantor at Jabatan Insolvency Malaysia (“JIM”) confirming that you and/or your Guarantor have not been adjudicated bankrupt and there is no bankruptcy proceedings pending against you.
- (c) There has been no material alterations or changes or events occurred which could or might materially or adversely affect your financial condition or your Guarantor’s financial condition or your ability and/or your Guarantor’s ability to observe and perform your obligations under these terms and conditions and other Security Document which could or might adversely affect our decision to proceed with the granting of the Facility.
- (d) You and/or your Guarantor (where applicable) have disclosed to us all material facts known to you and/or your Guarantor relating to the financial conditions.
- (e) You and/or your Guarantor are not in default under any agreement to which you and/or your Guarantor are party or by which you and/or your Guarantor may be bound.
- (f) No litigation arbitration or administrative proceedings are presently current or pending or threatened which default litigation arbitration or administrative proceedings as the case maybe might in our opinion (which opinion will not be questioned on any account whatsoever) materially affect you and/or your Guarantor’s solvency or might affect you and/or your Guarantor’s ability to observe and perform your/your Guarantor’s obligation under this terms and conditions and other Security Documents.
- (g) We are satisfied that no event has occurred so as to render all money that are now or at any time due and payable to us by you and/or your Guarantor as specified herein and other Security Document under the Facility to become immediately payable and no event of default under the Facility has occurred or is threatened.
- (h) You and/or any other relevant party have fulfilled all other conditions precedent and/or these terms and conditions or other terms and conditions which may subsequently be imposed by us, in a manner satisfactory to us.

#### **(6) Disbursement of the Facility Amount**

- (a) We will pay or credit the Facility Amount directly into your account maintained with us or in such manner or to such party as we may deem appropriate after your fulfilment of the following conditions: -
  - (i) all the necessary legal documentation has been duly executed.
  - (ii) all the necessary costs including stamp duty have been fully paid.
  - (iii) all other terms and conditions have been complied with to our satisfaction.
- (b) The availability of the Facility in the account or in such manner or to such party as determined by us in the above manner will be deemed to be effective payment to or for you.

#### **(7) Payment**

You must commence payment of the monthly instalment of the Facility as stated in the Letter of Notification within 30 days from the date of disbursement of the Facility. Subsequent monthly instalment will be payable at successive intervals of one (1) month each or on such other date as we may determine from time to time.

You undertake to make satisfactory arrangement for payments of the Facility in accordance with these terms and conditions in the event of your absence abroad.

**(8) Charge on Shares**

- (a) ASB Units: In consideration of us, at your request, having granted or granting or continuing to grant the Facility for so long as we may think fit you and for better securing the payment of your indebtedness, you (for joint application, it refers to the Certificate Holder) as beneficial owner, will charge in our favour, by way of a first fixed legal charge, and will assign absolutely to us all of your rights, title and interest in and to the ASB Units and the proceeds of sale of the ASB Units to us free from all security interests.
- (b) Pledge: You pledge or agree to pledge the ASB Units as a continuing security for the due payment to us of the Indebtedness. All reference to a "charge" includes a "pledge" and "to charge" includes "to pledge".
- (c) Dividends: The security created will include: -
  - (i) all dividends paid or payable on any of the ASB Units;
  - (ii) all stocks, shares and other securities (together with all dividends paid or payable thereon), rights, moneys or other property paid, distributed, accruing or offered at any time (by way of dividend, bonus, redemption, rights, preference, option, warrant or otherwise) on, to or in respect of or in substitution for any of the ASB Units; and
  - (iii) the proceeds of sale and redemption and any payment or receipt of, on or in respect of any of the ASB Units.

PROVIDED THAT, we will not incur any liability in respect of any calls instalments or other payments in respect of the ASB Units.

- (d) Receipt by Customer: If any money, shares, stocks or other securities (including any dividends), rights or other property are distributed or offered to or received by you of, on, or in respect of or in substitution for any of the ASB Units, you will immediately notify us of such distribution, offer or receipt and the same will be received and held by you in trust for you, will be segregated from other property and your funds and will be immediately paid or, as the case may be, delivered to us to be dealt with in accordance with this Facility (and, in the case of any such shares, stocks or other securities, you will deliver or cause to be delivered to us immediately the certificates together with transfers executed in blank by the registered holders or in such other manner as we may specify).
- (e) Registration: We will have the discretion and power at all times to decide on whether or not and when to proceed with the procuring of the registration of any or all of the ASB Units in our name or our nominees (including power to deliver and/or withdraw the ASB Units or any of them to and/or from any depository) and all the ASB Units will be continuing security for the Indebtedness whether or not the ASB Units have been so registered, despite the same may be registered in our name or its nominees.

**(9) ASB-i Plus/ ASB 2-i Plus Financing (If applicable)**

- (a) The ASB-i Plus/ASB 2-i Plus Facility Amount must not at any time exceeded the existing ASB/ ASB 2 Financing-i Facility which excludes the Personal Reducing TermTakaful (PRTT) amount which to be financed if the same requested by you.
- (b) The ASB-i Plus/ ASB 2-i Plus Financing will be used to fully settle the existing ASB/ ASB 2 Financing-i with us.
- (c) Upon full settlement of the existing ASB/ ASB 2 Financing-i facility, the existing ASB certificate will continuously be charged to us as security for the ASB-i Plus/ASB 2-i Plus Financing and the MOCOS-i for the existing ASB/ ASB 2 Financing-i facility will remain valid and enforceable until the full settlement of this ASB-i Plus/ ASB 2-i Plus Financing facility.
- (d) The ASB-i Plus/ ASB 2-i Plus Financing will be used to purchase the ASNB Fixed Price Funds as stated in this Application Form.
- (e) For ASB-i Plus/ ASB 2-i Plus Financing with Guarantor/Joint Applicant, the ASB-i Plus/ ASB 2-i Plus Financing will be used to purchase the ASNB Fixed Price Fund based on the amount as stated in the Application Form.

**(10) Continuing Security**

- (a) The security created under the Security Documents will be a continuing security and will remain in force until all the indebtedness are paid and discharged in full, without prejudice to all our rights and remedies against you in respect of any antecedent claim or breach of covenant and notwithstanding any partial or intermediate settlement of account, or reduction or payment of any part of the indebtedness, or any other matter or thing whatsoever. This security will be in addition to and will not be in any way prejudiced or affected by any collateral or other security from time to time held, or judgment or order obtained by us for all or any part of the Indebtedness, nor will any such collateral or other security, judgment or order or any lien to which we may be otherwise entitled or your and/or your Guarantor's liability or any other party who are not parties for all or any part of the indebtedness be in any way prejudiced or affected by these terms and conditions and the security created under this Facility will be additional and without prejudice to any other security which we may hold from time to time.
- (b) If a petition of bankruptcy is commenced against you, or at any time we received notice of any subsequent mortgage, charge, assignment, hypothecation, pledge, lien or other profit like matter, event or transaction affecting any part herein, we may open a new account or accounts for you in our books. If we do not open such new account, we will be treated as if we have in fact opened such account or accounts at the time when we received such notice unless we give express written notice to you to the contrary. Unless such express written notice will be given to you, all payment by

or on behalf of you to us will be credited, or treated as having been credited, to your new account and not as having been applied in reduction of the Indebtedness at the time when such notice was received.

- (c) Any amount received or recovered by us pursuant to this clause and/or any of the powers conferred may be placed in the non-income bearing suspense account and kept there for so long as we think fit without being applied towards discharging the Indebtedness.
- (d) The security created will not be discharged or affected by: -
- (i) any time, indulgence, waiver or consent at any time given or allowed by us to you and/or your Guarantor or any other person,
  - (ii) any amendment to the terms and conditions herein or any other security, guarantee or indemnity,
  - (iii) the making or absence of any demand by us on you and/or your Guarantor or any other person for payment,
  - (iv) the enforcement or absence of enforcement of these terms and conditions or any other securities, guarantee or indemnity,
  - (v) the release of any other security, guarantee or indemnity (including the release of any of the ASB Units,
  - (vi) the illegality, invalidity or unenforceability of or any defect in the provision herein or any other security, guarantee or indemnity or any of the obligations of any of the parties thereunder or by any legal limitation, or lack of authority of any person appearing to be acting for you, your Guarantor or any other party in any matter in respect of the Indebtedness or any part thereof or by any other fact or circumstances (whether known or not to you, your Guarantor, us or any other party) as a result of which the Indebtedness or any of the Security Documents may be rendered illegal, void or unenforceable by us, or
  - (vii) any other matter or thing.

**(11) Maintenance of Margin of Security**

- (a) You undertake to maintain such margin of security over the Indebtedness as we will from time to time stipulate either by the deposit with or provision to us of additional security approved by us. Such additional security will form part of the ASB Units or by the payment to us or our nominee in cash of such amount and upon such terms as we will require.
- (b) You authorize us to apply all the benefits rights and entitlements arising from the ASB Units or attaching to them towards making good any shortfall in the aforesaid margin, at our discretion.

**(12) Powers of the Bank**

- (a) We will have the power, at any time after the security become enforceable and with notice to:-
- (i) Sell: to sell, exchange, convert into money or otherwise dispose of or realize or concur in selling, exchanging, converting into money or otherwise disposing of or realizing the ASB Units or any part thereof as we may in our discretion select, either by public offer or private contract and for such consideration and on such terms as we may think fit and so that (without prejudice) to the generality of the foregoing) we may do any of those things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable or deliverable in a lump sum whether immediately or on a deferred basis or by instalments spread over such period as we may think fit; and
  - (ii) Other Powers: to do all such others acts and things as it may consider necessary or desirable for the realizing of the ASB Units or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on it under these terms and conditions and to exercise in relation to the ASB Units or any part of the ASB Units all such powers, authorities and things as it would be capable of exercising if it were the absolute beneficial owner of the same.
- In any sale or disposal referred to in paragraph (i), we may purchase the ASB Units or any part of the ASB Units free from any rights of redemption on your part. You agree to waive and release your rights on such ASB Unit or any part of such ASB Units.
- (b) Third Parties: You agree that any statement in writing from us that the security created by this charge has become enforceable and that the power of the sale has become exercisable will be conclusive evidence of the fact in favour of any purchaser or other person to whom any of the ASB Units may be transferred and such purchaser or other person will take the same free of your rights. You undertake to indemnify us against any claim which may be made against us by such purchaser or any other person by reason of the any defects in your titles to the ASB certificate.

**(13) Distribution of Payment**

Money received and/or the powers conferred under the Facility will be applied in the following manner and order:-

- (i) Charges: in or towards payment of any fees and any costs, charges, and expenses incurred by us will be due and payable;
- (ii) Secured Debt: in or towards payment to us of the secured debt; and
- (iii) Surplus: in a payment of any surplus to you or other person entitled for such surplus.

#### (14) Power of Attorney

- (a) **Appointment:** You irrevocably appoint us, by way of security, and every such delegate or sub-delegate as aforesaid to be your attorney, on your behalf and in your name. You authorise us to do the followings:-
- (i) execute and do all such assurances, acts and things which you ought to do under the covenants and provision contained under this Clause 14, in your name;
  - (ii) execute and complete any transfer (whether by way of electronic means or otherwise) or other documents which we may require for perfecting your title to or for pledging the ASB Units to us or our nominees or in any purchaser and to make any alteration or addition to the ASB Units.
  - (iii) sign seal and deliver or otherwise perfect any such transfer or other documents; and
  - (iv) do all such acts and things may be required for the full exercise of the powers conferred on us.
- (b) **Ratification:** You ratify and agree to ratify and confirm whatever any such attorney as is mentioned in Sub-Clause (a) above will do or purport to do in the exercise or purported exercise of all or any of the powers, authorities, and discretions referred to in such sub-clause.

#### (15) Cost and Expenses

- (a) You must (with our written notice to you) pay all costs and expenses, including legal fees (on a solicitor and client basis), stamp duty, incidental fee, or other charges incurred in the preparation of all documentation, perfection, preservation and enforcement of our security.
- (b) If the Facility is cancelled by you, then all costs and expenses incurred by us and our solicitors must (with written notice to you) be paid by you. You must (with our written notice to you) pay all fees and expenses including our legal fees, if any money are required to be recovered by any process of law or by our solicitors.

#### (16) Late Payment Charges (LPC)

- (a) You expressly agree that we will have the right to be compensated (with written notice to you) on late instalment and default payment based on the following mechanism:
- (i) **Overdue installment or Scheduled Payment**  
For your failure to pay any payment due from the date of the first drawdown of the Facility until its maturity date, a LPC sum equivalent to one per cent (1%) per annum of the overdue instalments/payment or by any other method approved by BNM;
  - (ii) **On Maturity**  
For your failure to pay any payment due and which failure continues beyond the maturity date of the Facility or on judgment, whichever is earlier, at the LPC rate which will be the prevailing daily overnight Islamic Interbank Money Market (IIMM) rate on the outstanding balance due and payable or any other method approved by BNM from time to time.
- (b) In spite of the amount of LPC charged, the amount of LPC will not be further compounded.
- (c) The LPC referred to in Clause 16 (a) above will be applied to the judgment sum and will be payable from the date of the judgment is made until the date of actual payment.

#### (17) Default Clause

In the event you default for three (3) months in any due payment or your account is in excess of the limit for three (3) months under the Facility, we will be entitled to increase the profit margin rate to Standardised Base Rate (SBR) + 6.15% p.a. ("the Default Rate") to be charged on the amount outstanding, or such other profit rates as Bank Negara Malaysia may prescribe from time to time. We will give you written notice of at least twenty one (21) calendar days prior to making any changes to the Default Rate or such other rates. The Default Rate shall continue to apply unless you reduce your payment in arrears to less than three (3) months whereby the current effective profit rate will be reinstated. Provided always that such increase shall not cause the total payment amount to exceed the Bank's Sale Price.

#### (18) Rebate

We will grant rebate (Ibra') to you on, among others, the following events:

- (a) You make early settlement or early redemption, including those arising from prepayments;
- (b) If the Effective Profit Rate is lower than the Ceiling Profit Rate.
- (c) If the actual disbursed amount is less than the Facility Amount.

You acknowledge and agree that the rebates referred to in these terms and conditions will not be a cash rebate payable to you, but will instead reduce the profit element of the Bank's Sale Price. The rebate will only be deemed granted when we receive the settlement/redemption sum (as determined by us) based on the following formula:

Outstanding Bank's Sale Price	LESS	Outstanding Facility Amount	LESS	Other Amount Due to the Bank
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## **(19) Variation**

### **(a) Variation of Rate**

Notwithstanding the provisions relating to rate as herein provided, we will be entitled at any time and from time to time to vary, of determining such rate, including without limitation:

- (i) from a floating rate to a fixed rate and vice versa;
- (ii) our Standardised Base Rate where applicable;
- (iii) the margin charged over and above the applicable Effective Rate used;
- (iv) the percentage of rate itself in cases where the rate is not calculated on any specified rate; the rate applicable where the rate is not calculated on the Bank's Standardised Base Rate e.g. for foreign currencies;

### **(b) Effective Date of Variation**

Where variation in the manner aforesaid occurs, the amended or new rate, shall be payable from the date such amended or new rate is imposed or takes effect.

### **(c) Notification of Variation of Rate**

You agree that we will be entitled to adopt any one or more of the following manners or methods of communication concerning the variation of profit rate:

- (i) by way of a single publication in one or more local newspapers of our choice of such variation and its effective date of variation; and/or
- (ii) by posting an insertion in our statement of account of such variation and its effective date of variation; and/or
- (iii) by posting a notice of such variation and its effective date of variation to you by way of an ordinary or registered post.

### **(d) Variation of Instalments**

Notwithstanding anything contained in the Application Form and Letter Notification, we will be entitled to vary with prior written notice: -

- (i) the number of instalments; or
- (ii) the amount of instalments,

in the event of any variation of rate and/or other banking charges applicable to the Term Financing Facility as provided herein or upon any other variation in and to the Term Financing Facility or pursuant to any modification and indulgence granted by us in accordance with the terms of this agreement or otherwise.

## **(20) Prepayment**

You may, at any time, by giving us one (1) month notice in writing, pay the whole or any part of the indebtedness due under the Facility.

## **(21) Rights of Bank to Indebtedness**

All indebtedness which may include the Bank's Sale Price and/or other money due and payable under the Facility will continue to be due and payable, despite any termination of the relationship of banker and customer or any judgment or order obtained by us until full payment is received by us.

## **(22) Review**

We may review the Facility from time to time at any time as we may in our sole discretion deem fit including any time before the utilization of the Facility.

We will allow utilization or disbursement of the Facility or any portion of the Facility subject only to us being satisfied that the review exercise indicates there are no financial, market or business or environmental factors, material or otherwise that may affect us financially.

We reserve the right upon review (with (7) days prior notification to you) to cancel, suspend, restructure, vary or amend the Facility and the operating account(s) for the Facility or any terms and conditions herein prior to any utilization or disbursement of the Facility or any portion thereof.

## **(23) Right to Withdraw / Cancel Facility Prior to / After Completion of Documentation**

We may at our discretion do the following at any time, whether or not the Facility(s) have been drawdown or utilised :-

- (a) At any one time later, and even if the legal documentation and/or security documents has been completed, (with prior written notice to you) withdraw, or not make available, or to terminate the Facility(s), on the happening of any event which in our opinion would affect your financial position and /or hinder the carrying on your business affairs in accordance with sound financial, industrial or commercial standards and practices, and /or would jeopardise our

security position, and/or which is a default in respect of any of our requirements, at any time. We may at our discretion decide on the implementation of this condition (when deemed applicable).

- (b) Despite the legal and/or security documentation has been duly approved, accepted and/or completed, we may, at our discretion (with written notice to you), not release or not make available the Facility(s), or withdraw, terminate the Facility(s), immediately after we become aware that you and/or security party is/are under or has/have been investigated, or is/are alleged to be involved, and/or had committed, any illegal activities or criminal offences, or will be or have been allegedly subjected to any criminal prosecution and/or conviction, and/or any security) held by us is subjected to or at risk of freezing, seizure and forfeiture by the government and/or other relevant authorities or regulatory bodies.

## (24) Representations and Warranties

- (a) You represent and warrant that:-

- (i) Powers and authorisation: you have the powers and legal authority to execute and deliver, and perform your obligations under these terms and conditions and/or the Security Documents which constitutes your valid and binding obligations enforceable in accordance with our terms and has not been terminated;
- (ii) Non-violation: neither the execution and delivery of this Application and/or the Security Documents nor the performance of any of the transactions contemplated in such documents will contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, license, permit or consent by which you or your assets is bound or affected;
- (iii) Consents: no authorisation, approval, consent, licence, exemption, registration, recording, filing or notarisation and no payment of any duty or tax and no other action whatsoever which has not been duly and unconditionally obtained, made or taken is necessary or desirable to ensure the validity, enforceability or priority of your liabilities and obligations and your rights under the Security Documents;
- (iv) No default: no event has occurred which constitutes, or which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute, a contravention of, or default under, any agreement or instrument by which your assets are bound or affected;
- (v) Litigation: no litigation, arbitration or administrative proceeding or claim which would by itself or together with any other such proceedings or claims have been made against you or your Guarantor or against you or your Guarantor's assets;
- (vi) Change in Customer: Since the date you applied for the Facility there has been no material alterations or changes which could or might adversely affect your ability to perform your obligations under the Security Documents;
- (vii) Information: the information furnished or to be furnished by you in connection with the Facility does not contain any untrue statement or omit to state any fact the omission of which makes the statements therein, in the light of the circumstances under which they were made are misleading in any material respect and there is no material omission in respect thereof, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry by you; and
- (viii) Event of Default: no event of default has occurred and/or is continuing.

- (b) Survival

The representations and warranties set out herein will survive the signing and delivery of this Application and any utilisation of the Facility and until the full and final settlement of the Facility, as the case may be.

## (25) Covenants

- (a) Affirmative Covenants

You undertake that so long as the Facility (or any part of it) remains payable from time to time payable under the Facility, you will:-

- (i) at all times operate your account actively and satisfactorily and observe the approved limit of the Facility;
- (ii) if applicable, deliver or cause to be delivered to us the ASB certificate together with transfer relating to the ASB Certificate executed by the registered holder or ASB certificate in our name or such other documents as we may require if and whenever applicable;
- (iii) if applicable, transfer or caused to be transferred by electronic means or otherwise to our account(s), our nominees or agent the ASB Certificate held by you with any agent or depository;
- (iv) execute any form or document as may be required by us from time to time for the assignment and/or charge of any ASB Certificate held your account with any depository or agent; and
- (v) notify us immediately of the occurrence of:
  - 1. any Event of Default;
  - 2. any material adverse change in your condition (financial or otherwise); or



3. any other occurrence of which you become aware which might adversely affect your or your Guarantor's ability to perform you obligations under this Facility;

(vi) notify us in the event of any change in residential status.

(b) Negative Covenants

You further undertake that you will not without our prior written consent:-

- (i) incur, assume, guarantee or permit to exist any indebtedness except for the indebtedness under this Facility and any indebtedness which has been disclosed to us prior to the date of the Notification Letter.
- (ii) create or permit to exist any lien on any of your assets (except any tax or other statutory lien provided that such lien will be discharged within thirty (30) days after final adjudication). In this regard, "lien" includes any assignment mortgage pledge charge privilege encumbrance and/or priority of any kind and "assets" being defined to include any right receivable revenue and/or property movable or immovable of any kind (present or future); and
- (iii) allow any court judgment entered against you to be unsatisfied for more than fourteen (14) days.

**(26) Debit to Account**

Any money due and payable to us, or advanced by us for you may be debited to any account as we deem fit and if debited to your current account, may be treated as an advance on an overdraft facility. Notification of at least twenty one (21) days will be given to you prior to the effective date of the implementation.

**(27) Certificate of Indebtedness**

In any legal action or proceedings relating to the Facility, our certificate as to any amount due to it under the Facility will, in the absence of manifest error, be conclusive evidence that such amount is in fact due and payable.

**(28) Events of Default**

Each of the following is an event of default in relation to the Facility:-

- (a) you and/or your Guarantor (i) default or fail to pay any amount due in respect of the Facility, or (ii) fail to pay any money due and payable under any other agreement or arrangement with us;
- (b) you and/or your Guarantor die, become insane, is adjudicated a bankrupt or is wound up or insolvent;
- (c) your and/or your Guarantor fail to observe or perform any of the agreements, covenants, stipulations, terms and conditions stated in the Security Documents;
- (d) a distress or execution is levied or enforced upon any of your and/or your Guarantor's property or assets and is not satisfied or discharged within seven (7) days from the date of commencement of such distress or execution;
- (e) legal proceedings, suit or action of any kind are instituted against you and/or your Guarantor;
- (f) you and/or your guarantor:
  - (i) are unable to pay any debt when due or suspends payment of any such debt;
  - (ii) propose to enter or enters into any arrangement or composition (voluntary or otherwise) with its creditors;
  - (iii) commit an act of bankruptcy;
  - (iv) enter into insolvency proceedings; or
  - (v) apply for or is made subject to a moratorium on the payment of indebtedness or other suspension payments generally;
- (g) any event occurs or circumstances arise (including changes in financial condition) which in our opinion would materially affect your and/or your Guarantor's ability to perform or comply with with notice given to you at least twenty one (21) days to obligations to us under the Security Documents, or the carrying on your and/or your Guarantor's business affairs in accordance with sound financial, industrial or commercial standards and practices;
- (h) we are of the opinion that the security in our favour is in jeopardy, including but not limited to circumstances in which the assets which are subject to such security are or may be frozen or seized by any governmental or regulatory authorities;
- (i) we are of the opinion that you have acted unlawfully or fraudulently in relation to the Facility, or you and/or your Guarantor are being investigated or prosecuted for or is or has been convicted of any criminal or quasi-criminal offence;
- (j) you have been listed as a bad cheque offender in the Biro Maklumat Cek / Dishonoured Cheques Information System set up by BNM;
- (k) an event has occurred or a situation exists which may, in our opinion have or cause the occurrence of a Material Adverse Effect; or
- (l) such other events of default as may be advised by our solicitors .

Upon the occurrence of any of the above events of default, we may, by notice to you, declare the Facility to be immediately due and payable whereupon:-

- (i) all indebtedness under the Security Documents will become immediately due; and
- (ii) no further utilization of the Facility may be made and the Facility will be cancelled.

The term "Material Adverse Effect" means a change in:-

- (a) your and/or your Guarantor's financial condition;
- (b) your and/or your ability to perform your and/or your Guarantor's obligations under any of the Security Documents; and/or
- (c) the legality, validity or enforceability of any of the Security Documents.

#### **(29) Cross Default**

You expressly agree that:-

- (a) if any sums are due from you and/or your Guarantor to us or any third party or parties, under any agreement or instrument at any time; or
- (b) if you and/or your Guarantor may be or become liable to us or any third party or parties anywhere, on banking account or any other account, or in any manner; or
- (c) if you and/or your Guarantor default in any such account or in any other banking facilities granted by us or any third party or parties to you and/or your Guarantor,

then in any such event, on our prior written notification to you within seven (7) Business Days, the money secured, together with all moneys payable under such account or other banking facilities, will immediately become due and payable, and the security for the Facility will become immediately enforceable.

#### **(30) Indemnity**

You must fully indemnify us against any loss or expenses (including legal fees on a solicitors and client basis) which we may incur as a consequence of any default on your part in the due performance of any of your obligations expressed to be assumed under the Security Documents.

#### **(31) Avoidance of Payment and Release of Security**

No assurance, security or payment may be avoided under any law relating to winding-up or insolvency and no release, settlement or discharge given or made by us on the faith of any such assurance, security or payment, will prejudice or affect our rights to enforce the security created under the Security Documents in respect of the full extent of the money secured. Any such release, settlement or discharge will be deemed to be made subject to the condition that it will be void, if any payment or security which we may previously have received or may have receive from any person in respect of the Indebtedness, is set aside under any applicable law or proves to have been for any reason invalid.

#### **(32) Set Off**

We may, after a seven (7) days' prior written notice given to you, combine, consolidate or merge all or any of your accounts with us and set off or transfer any sum outstanding to the credit of any such accounts to pay any of your liabilities to us under the Facility.

We may at the same time earmark the available funds in your accounts to pay the outstanding balance of the facility(s), on issuance of the notice to you.

#### **(33) Taxes and Withholdings**

You must pay the money due and payable to us:-

- (a) free of any restriction or condition; and
- (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax; whether by way of set-off, counter claim or otherwise.

As long as any deduction or withholding is required by law, the sum payable by you will be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, we receive on the due date and retain (free from any liabilities in respect of any such deduction, withholding or payment) a net sum equal to what we would have received and so retained had no such deduction, withholding or payment been required or made.

#### **(34) Increased Costs/Capital Adequacy**

If we determine that the introduction or change in any law (or any change in the interpretation or application of any law), regulation, directive or request from any governmental or regulatory authority (whether or not having the force of law) imposes or modifies any capital adequacy or similar requirement (including, without limitation, a requirement, which affects our allocation of capital resources to our obligations) and, as a result, increases our cost of making, maintaining or funding any amount paid out (or contingently to be paid out) under the Facility or obliges us to make any payment or calculated by reference the amount of any sum received or receivable by us, then:-

- (a) we will notify you of such event after we become aware of the same;

- (b) we will be entitled to vary the Effective Profit Rate on the Facility;
- (c) you will promptly pay us on demand such amount as we, from time to time and at any time certify to be necessary to compensate us for such additional cost or liability; and
- (d) at any time, so long as the circumstances giving rise to the obligation to make the compensating payment continue:-
  - (i) at your election by notice to us, our obligation to fund any further utilisation will terminate and the Facility will be cancelled to such extent; and
  - (ii) you may (on giving not less than 30 days' notice) (which will be irrevocable), prepay the Facility together with accrued profit thereon to the date of prepayment and other indebtedness and upon receipt by us of notice of such election, the Facility will be cancelled.

**(35) Illegality**

If we determine that the introduction, imposition or variation of any law, order, rule, regulation or official directive (whether or not having the force of law) or any change in the interpretation or application thereof or any compliance with the same makes it apparent to us that it will be unlawful or impractical without breaching any such law, order, regulation or official directive (whether or not having the force of law) for us to maintain, fund or give effect our obligations under the Security Documents:-

- (a) our obligations to fund any further utilisation will terminate and the Facility will be cancelled to such extent; and
- (b) if any utilisation has been made, you must pay the Facility without premium or penalty to us, as we directed and certified to be necessary to comply with the relevant law.

**(36) Guarantee**

If the Facility is to be guaranteed by more than one person, the fact that one or more of the guarantors named in the Security Documents may not have executed a guarantee in the form and substance acceptable to us, does not affect the validity or enforceability of any guarantee executed by any other guarantor.

**(37) Notices**

Any notice or communication may be in writing. We may deliver such notice of communication personally, by post, or facsimile to you at your last known address in our records, by electronic transmission (including SWIFT, Short Messaging Service or e-mail), on or through our website or by such other means as we may designate from time to time. Any notice or communication to you will be deemed to be received:-

- (a) if personally delivered, at the time of delivery;
- (b) if posted, on the third business day after posting (within Malaysia) and on the seventh (7th) business day after posting (outside Malaysia));
- (c) in the case of a facsimile transmission, on the business day immediately after transmission provided that we have received an answer back confirmation; or
- (d) the case of an electronic transmission, at the time sent to you, unless we receive an automated message that the electronic transmission has not been delivered.

No change in your address will be effective or binding on us, unless you have given us actual notice of the change of address, in writing.

**(38) Service of Legal Process**

Any legal process may be given by prepaid registered or ordinary post sent to you at the address stated in the Application Form and such legal process will be deemed to have been duly served after the expiration of five (5) days from the date it is posted.

No change in your address will be effective or binding on us, unless you have given us actual notice of the change of address in writing.

**(39) Severability**

Any term, condition, stipulation, provision, covenant or undertaking contained in these terms and conditions which is illegal, prohibited or unenforceable in any jurisdiction will (in that jurisdiction) be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions of these terms and conditions. Such illegality, prohibition or unenforceability in any jurisdiction will not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

**(40) Waiver**

Any delay by us in exercising or any omission by us to exercise any right, power or remedy accruing to us upon any default will not:-

- (a) affect, impair or prejudice any of our rights, powers or remedies under the Facility Documents; or
- (b) be construed to be a waiver of such rights, powers or remedies; or
- (c) be deemed to be any acquiescence in such default, and

any action by us (in respect of any default) will not impair or prejudice any of our right, power or remedy in respect of any subsequent default.

**(41) DCHEQS**

We have the right at any time and from time to time to close your current account(s), whether held solely or jointly with others to comply with the DCHEQS guidelines.

**(42) Time**

Time will be the essence of these terms and conditions.

**(43) Trading Fee**

A trading fee of RM15 per every RM1.0 million of the Facility Amount to be paid to us with respect to the commodity *Murabahah* transaction unless waived or varied by us.

**(44) Personal Reducing Term Takaful (PRTT) (if applicable)**

- (a) You may take up a PRTT/PRTA policy with a takaful operator/insurance company approved by us.
- (b) You may take up the PRTT/PRTA coverage prior to the release of the Facility. Unless we otherwise agree in the documents relating to the Facility (including any security documents), the PRTT single contribution (i.e. a contribution that is paid in one lump sum rather than regular instalments) will be incorporated into the Facility amount to be drawn by you. If the PRTT/PRTA single contribution is not incorporated into the Facility amount, you must pay the PRTT single premium using your own funds.
- (c) In the event your financing tenure is more than 35 years or it ends on/after your 65<sup>th</sup> birthday, there will be no PRTT/PRTA coverage to the Facility as the maximum coverage term for PRTT/PRTA is only up to 35 years or the policy/certificate anniversary prior to your 65<sup>th</sup> birthday, whichever is earlier. Under this circumstances, the PRTT/PRTA coverage will not be adequate and will not provide cover for the remaining financing tenure. You confirm that you fully understand the consequences of not having full PRTT/PRTA coverage, and acknowledge that in such instance, you will remain fully liable for all amounts due and payable under the Facility.
- (d) In the event the PRTT/PRTA is deemed substandard (this means that you are not eligible for additional contribution / premium rates), our approved takaful operator/insurance company may then charge additional contribution/premium or health loading contribution/premium. Under such circumstances, you will have to pay the additional contribution/premium charged out of your own funds.
- (e) If at your request, we waive the requirement for full PRTT/PRTA coverage (because you are unable to satisfy the requirements imposed by our approved insurance company or for any other reason), this will mean that the Facility will not be covered adequately by a PRTT/PRTA. You confirm that you fully understand the consequences of not having full PRTT/PRTA coverage, and acknowledge that in such instance, you will remain fully liable for all amounts owing under the Facility. We will not be responsible in any way for such lack of PRTT/PRTA coverage.

**(45) Anti-Money Laundering and Anti-Terrorism Financing Act 2001**

During the tenure of the facility(s), you undertake that you will not:-

- (a) engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;
- (b) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or
- (c) conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity.

**(46) Disclosure of Customer Information and Personal Data under the Islamic Financial Services Act 2013 (“IFSA”) and the Personal Data Protection Act 2010 (“PDPA”)**

- (a) You warrant and represent to us that:-
  - (i) Subject to your instruction restricting disclosure (if any) for the purposes of marketing activities, you consent to and authorize us to collect, process, disclose, transfer your personal data to other entities within Maybank Group including our branches in Malaysia and in other countries as well as is local and overseas subsidiaries and other external parties, including but not limited to the parties/bodies listed below for the maintenance, storage and retention of your personal data, within or outside of Malaysia, in order to process your application for products and services and subsequently to continue performing the contractual agreements entered between you and any entity within Maybank Group.
  - (ii) You consent and authorize us to collect, process, disclose, transfer, maintain, store and retain your personal data to other entities within the Maybank Group including our branches in Malaysia and in other countries as well as local and overseas subsidiaries and other external authorised agents.
  - (iii) You consent for us to conduct credit checks and verification of information given by you in your application for the financing facility or services with any credit bureaus or corporation set up for the purpose of collecting and

providing credit or other information. You also consent for us to disclose your financial condition, details of accounts, account relationship with us including credit balances to:-

1. government or regulatory authorities in Malaysia and elsewhere, including but not limited to Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System ("CCRIS"), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad and Syarikat Jaminan Kredit Perumahan Berhad;
2. companies which are related to us by virtue of Section 7 of the Companies Act 2016, or any of our associated company or our parent company;
3. party(s) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to us;
4. our agents, consultants and professional advisers;
5. our assignees or any of the Maybank Group's assignees;
6. the police or any investigating officer conducting any investigation; and
7. any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.

(iv) We may, subject to compliance with the applicable regulatory rules or guidelines, use or apply your information which are collected, compiled, or obtained by us through or by whatever means and methods for such purposes as determined by us.

(v) Subject to your express consent, you agree that your employees, representatives and/or agents to contact you from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any products or services promotion unless objected to in writing by you.

(vi) You also declare that all personal information and data set forth herein is/are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, you will notify us immediately.

(vii) You acknowledge that we may request you from time to time to provide the personal data and information of your Guarantor's and/or any third party security providers in the course of your financing contract and/or transactions with us ("Third Party Personal Data").

(viii) You agree to draw the Individual's attention to the Maybank Group Privacy Notice which is posted in our website [www.maybank2u.com.my](http://www.maybank2u.com.my) and which outlines how the Maybank Group collects, uses, maintains, stores, discloses, secures and retains the Personal Data prior to providing us with the Individual's Personal Data.

(b) You warrant that you have complied with the requirements of PDPA and has obtained the relevant consents from the Individual in relation to the processing and disclosure of their Personal Data.

#### **(47) Other Terms (if applicable)**

(a) You acknowledge that the selling of the ASB Units is subject to the processing procedure undertaken by Amanah Saham Nasional Berhad (ASNB). You will be obliged to pay the Bank's Sale Price in the manner stipulated under these terms and conditions until the sale process is fully completed. You will also be responsible and will continue to be responsible for all charges, profit, incidental costs associated and until all the outstanding amounts of the Bank's Sale Price are fully settled.

(b) We will be entitled to sell the ASB Units which are pledged to us if your Facility account is not updated or there is any arrears of two (2) months or more despite any reminder(s) issued by us to you. We will send a Notice of Sale to you before the selling of the certificates.

(c) Unless specified otherwise, any payment of the instalments will be by way of variable standing instruction through your Savings / Current Account\* which will be opened and maintained by you with us.

\* If such deposit/investment account is not yet opened by you with us, you may open such account or opt for Account Portability offered by Maybank Islamic. Account Portability is a migration of existing Conventional Account to Islamic Account in which the account number and the facilities/operational tagging attached to the account remain unchanged.

(d) Any money received by us from any proceedings instituted or enforcement measures taken under the Facility and/or the relevant Security Documents, subject to statutory preferences (if any), will be applied by us to pay all fees, costs, charges and expenses incurred by us, and all outstanding sums under the Bank's Sale Price which are due and payable under the Facility and/or the Security Documents. Any remaining surplus will be paid to the Certificate Holder. In the event that the sum of moneys due and payable by you to us under or pursuant to the Facility, the Bank's Sale Price and all such aforesaid fees, costs, charges and expenses exceed the Proceeds, you will pay us such amount.

(e) You undertake to notify us immediately in the event of a change in your status of residence and/or mailing address.

(f) We will take up for you a PRTT/PRTA operated by Etiqa or any takaful operator approved by us for the Facility. The contribution fee for this PRTT/PRTA will be borne by you.

(g) You undertake to fill in 'Pengisytiharan Unit Bercagar' form to declare that the total investment certificates owned and pledged will not exceed the amount determined by the ASNB which is only two hundred thousand units (200,000) for ASB/ASB 2 fund.

- (h) We reserve the right to reject any application that does not meet the requirements as set out by ASNB. We will not be liable for any loss suffered by any party due to investment units that are not secured or the failure to comply with the rules and regulations set by the ASNB.
- (i) In the event of default, you agree that we will have the right to proceed to force-sell the ASB Units to settle the outstanding balance in accordance with the terms and conditions stipulated herein.
- (j) These terms and conditions will be binding upon and enure to the benefit of each party and its successors. You may not assign or transfer all or any part of its rights, benefit and obligations under these terms and conditions. We may assign all or part of our rights or transfer all or part of our obligations (if any) under these terms and conditions.