

## 1. FINANCING UNDER TAWARRUQ TRANSACTIONS

- 1.1 The terms and conditions ("Terms and Conditions") for BSN MyRinggit-i Financing Facility are based on the Shariah concept of Tawarruq ("Facility").

Subject to the acceptance of Bank Simpanan Nasional ("BSN" or "Bank") of the application from the named applicant ("Applicant") in the application form for BSN MyRinggit-i Financing Facility ("Application Form"), the Applicant hereby agrees that the Terms and Conditions stated herein are applicable to this Facility, and the Applicant agrees to be bound by these Terms and Conditions.

## 2. DEFINITIONS & INTERPRETATIONS

For the interpretation of these Terms and Conditions, the following words shall have the meanings and definitions as stated below:-

"Akad"	means the offer (ijab) and acceptance (qabul) from both parties regarding the sale transaction of the Commodity at the agreed price and terms;
"Bank"	means Bank Simpanan Nasional, a corporate body with its address at Wisma BSN, No 117 Jalan Ampang, 50450 Kuala Lumpur;
"Business Day"	means the days on which BSN or financial institutions conduct transactions as required in these Terms and Conditions;
"Commodity"	means goods traded, whether crude palm oil, plastic resin, titanium, or any goods approved by Shariah from time to time;
"Facility Notice"	means the written notice issued by the Bank to the Applicant after the net amount of the Financing Facility has been paid to the Applicant, stating the detailed terms and conditions of the Financing as well as any additional conditions;
"Indebtedness"	means the Sale Price and includes other amounts payable by the Applicant to the Bank (including, but not limited to, ta'widh, any fees, any expenses, any costs including legal costs on a full indemnity basis, etc.) under the terms of these Terms and Conditions;
"Legal Process"	means all types of proceedings, interlocutory applications for any reason, affidavits, orders, and any documents other than those mentioned above that must be submitted under or in accordance with the Court Rules 2012, and correspondence between both parties and the Bankruptcy Act 1967 and relevant and applicable acts and regulations for any term in these Terms and Conditions;
"Month"	means the calendar month;
"Notice"	means any written notice or notice displayed through mediums deemed appropriate by the Bank from time to time, including any notice of amendments or corrections under these Terms and Conditions;
"Payment Period"	means the period for payment of the Sale Price as will be stated in the SMS sent by BSN to the Applicant and detailed in the Facility Notice or notice of changes sent in accordance with these Terms and Conditions;
"Purchase Price"	means the price equivalent to the approved financing amount by the Bank which shall be stated in the SMS sent by the Bank to the Applicant and detailed in the Facility Notice;
"Ringgit Malaysia" and the symbol "RM"	refer to the currency of Malaysia;
"Sale Price"	means the sale price of the Commodity by the Bank to the Applicant which shall be stated in the Short Message Service (SMS) sent by the Bank to the Applicant and detailed in the BSN MyRinggit-i Financing Facility Notice ("Facility Notice"). The calculation of the Sale Price is based on the Purchase Price of the Commodity (the approved financing amount) plus the Bank's Profit (calculated based on the Ceiling Profit Rate);
"Standard Base Rate"	refers to the reference rate set by the Bank from time to time to determine the Effective Profit Rate for financing facilities with a floating profit rate. If the Standard Base Rate term is no longer in use or applicable, any new terms established to determine the profit rate set by the Bank for the Applicant will apply; and
"Tawarruq" or "Murabahah Commodity"	refers to a form of transaction consisting of two sale contracts where the first transaction involves the sale of the Commodity on a Murabahah basis by the Seller (Bank) to the Buyer (Applicant) at the Cost Price (the approved financing amount) plus the Bank's profit with deferred payment, and subsequently the Buyer (Bank as the representative of the Applicant) in the first sale transaction will sell the Commodity to a third party (Commodity Buyer) for cash.

### 3. FINANCING FACILITY

#### 3.1 APPLICATION FOR FACILITY

The application for the Facility is through a completed Application Form by the Applicant along with the attached additional documents and submitted to the Bank for assessment and approval. By submitting the Application Form received by the Bank, the Applicant hereby agrees to be bound by these Terms and Conditions, and any decision regarding this application is subject to the discretion and approval of the Bank.

#### 3.2 APPROVAL AND ACCEPTANCE OF FACILITY OFFER

Approval for the Facility application depends on the Applicant's credit background assessment and is subject to the Bank's discretion. Detailed information regarding the Facility approved by the Bank (including financing amount, profit rate, financing tenure, sale price, and others) will be communicated to the Applicant via Short Message Service (SMS), and the Applicant must provide their response on the acceptance or rejection within the timeframe specified by the Bank through SMS in the following format:

- (a) A response of **"YES"** to the SMS means the Applicant accepts the Facility offer and the Bank will proceed with the Tawarruq transaction; or
- (b) A response of **"NO"** to the SMS or no response received after the expiration date of the SMS means the offer for the Facility is canceled without notice.

If the Applicant provides feedback of "YES" to the SMS, the Applicant hereby agrees to and accepts the Facility offer approved by the Bank as detailed in the SMS according to the conditions contained in the Terms and Conditions on **www.bsn.com.my on the date of receipt of the SMS (Terms & Conditions), including any changes/additions to the terms from time to time.** Subsequently, the Bank will proceed with the execution of the Tawarruq transaction with the Applicant according to the Tawarruq implementation procedure as stated in Clause 4 below.

If the Bank does not receive any feedback from the Applicant within the specified timeframe, the financing offer via SMS will automatically expire.

#### 3.3 PURPOSE OF FINANCING

The Facility under the approved Tawarruq transaction by the Bank shall be used by the Applicant specifically for the purposes which shall be stated in the SMS sent by the Bank to the Applicant and detailed in the Facility Notice and shall not contradict any Shariah principles.

#### 3.4 MONTHLY INSTALLMENT

- (a) The Applicant shall pay the Monthly Installment according to the period that shall be stated in the SMS sent by the Bank to the Applicant and the payment method detailed in the Facility Notice.
- (b) The first Monthly Installment payment will begin **on the 5th** of the following month after the full disbursement of the Financing by the Bank and/or on a date determined by the Bank at its discretion.
- (c) Monthly Installments for the subsequent months shall be paid on the fifth day of each month until the Financing Tenure ends.
- (d) Any profit accrued before the date of the first Monthly Installment payment (if any) shall be paid together with

the final Monthly Installment or upon Early Settlement of the Financing or at any time by the Customer.

- (e) The Applicant is responsible for paying the Monthly Installment if the payment method specified in the Facility Notice cannot be implemented and/or is delayed and/or there is a shortfall in the Monthly Installment deduction. Once the Applicant is notified of this through any method deemed appropriate by the Bank, the Applicant shall make the Monthly Installment payment and/or any payments payable to the Bank in cash at any Bank branch or through any transactions permitted by the Bank.
- (f) If the Customer's Financing payment is made through salary deduction and this payment method cannot be implemented due to the Customer's resignation or termination from their employment, the Monthly Installment payment shall be made by the Customer through any of the following methods:
  - (i) Cash at the counter at any Bank branch; or
  - (ii) Through a standing instruction from the Customer's BSN GIRO-i account; or
  - (iii) Through a standing instruction from another financial institution; or
  - (iv) Fund transfer via IBG/electronic payment; or
  - (v) Automatic Teller Machine (ATM) / Cash Deposit Machine (CDM) / MyBSN Internet Banking; or
  - (vi) Any other method that the Bank may determine from time to time.
- (g) The Bank may change the method of Monthly Installment payment by giving written notice to the Applicant twenty-one (21) days prior to the effective date of the change.
- (h) Monthly Installment payments must be made within one month from the date they are due. If the Applicant fails to pay the Monthly Installment within the specified period, the Bank may impose a compensation fee (Ta'widh) calculated immediately after the due date until the payment is received by the Bank.
- (i) The following additional terms apply to BSN MyRinggit-i Financing with a floating profit rate:
  - (i) Monthly installment payments are calculated based on the Effective Profit Rate and are stated in the SMS sent to the Applicant and detailed in the Facility Notice for MyRinggit-i Financing.
  - (ii) The Effective Profit Rate depends on the Base Rate determined by the Bank from time to time, subject to notification through any medium deemed necessary, with no less than twenty-one (21) days' notice to the Applicant. The Bank reserves the right to claim the monthly installment payment according to the new Effective Profit Rate, provided that the Effective Profit Rate will not exceed the agreed Sale Price.
  - (iii) If there is a change in the Effective Profit Rate while the monthly installment remains unchanged, the Applicant must pay the outstanding balance in the last month before the Facility Tenure ends or upon the Bank's request. The Applicant may request to extend the Facility Tenure subject to the Bank's approval and discretion to reschedule the payment of the outstanding balance from the Sale Price.

#### 3.5 FINANCING TENURE

The Financing Tenure for this Facility will begin from the date of disbursement until the end of the Facility Tenure which

shall be stated in the SMS sent by the Bank to the Applicant and detailed in the Facility Notice.

### 3.6 USE OF FINANCING

The Financing can only be utilized by the Applicant after the Applicant complies with all requirements prior to the disbursement of funds as per Clause 12.

## 4. PRINCIPLES OF FINANCING

### 4.1 Financing Concept

This Financing is based on the Shariah principle of Tawarruq or Commodity Murabahah.

### 4.2 Financing Mechanism Under Tawarruq or Commodity Murabahah Principles

(a) At the Applicant's request via the "Purchase Request with Promise (Wa'd) to Purchase" as contained in the Application Form ("Purchase Request"), the Bank will purchase commodities or assets approved by Shariah ("Commodity") as promised in the Purchase Request.

(b) The Applicant appoints the Bank as an agent to carry out the following tasks:

#### (i) First Appointment

As an agent to purchase the Commodity from the Bank on behalf of the Applicant through the "Bank Appointment Letter as Purchase Agent" as contained in the Application Form;

#### (ii) Second Appointment

As an agent to sell the Commodity to commodity buyers on behalf of the Applicant through the "Bank Appointment Letter as Sale Agent" as contained in the Application Form;

(c) Once the action in Clause 4.2(b)(i) is finalized, the Bank will sell the commodity to the Applicant on the basis of Murabahah at the Sale Price, which includes the Purchase Price and the agreed Profit Rate, with deferred payment. The Bank will act as the Applicant's representative to execute the Commodity purchase from the Bank.

(d) Subsequently, the Bank will act as the Applicant's representative to sell the Commodity in cash to third-party buyers at the Purchase Price. The proceeds from the sale of the Commodity, equivalent to the Financing amount (subject to any deductions of Charges as stated in the SMS and detailed in the Facility Notice), will be disbursed to the Applicant as per Clause 12.2 below.

(e) Payment of the Sale Price will be made in monthly installments by the Applicant to the Bank during the Financing Tenure.

### 4.3 Purchase Price

The Purchase Price is the actual price incurred by the Bank in purchasing the Commodity requested by the Applicant through the Purchase Request.

### 4.4 Sale Price

(a) The Sale Price includes the Purchase Price and the Bank's Profit Rate at the Ceiling Profit Rate ("CPR"), which will be stated in the Short Message Service (SMS) sent by the Bank to the Applicant and detailed in the Facility Notice.

(b) The Sale Price is calculated based on the Purchase Price, which is the approved financing amount plus the Bank's Profit Rate (calculated based on the Ceiling Profit Rate) and represents the total amount to be paid by the Applicant on a deferred basis.

(c) Although the CPR has been set by the Bank, the Bank allows the Sale Price to be paid in installments based on the Effective Profit Rate ("EPR"). The Bank will provide Ibra' (rebate) for the difference between the CPR and the EPR (if any).

### 4.5 Authority of Representation

(a) The Bank's appointment as the Applicant's representative as per Clause 4.2(b) above is unconditional and irrevocable.

(b) The Bank is authorized to execute and deliver any documents or instruments deemed necessary by the Bank in fulfilling its obligations as stated in Clause 4.2(b) above.

(c) The Bank will strive to ensure that the proceeds from the sale of the Commodity as stated in Clause 4.2(b)(ii) are not less than the Bank's Purchase Price.

(d) Without prejudice to the broad meaning of Clause 4.2(b) above, the Applicant acknowledges that under the arrangement between the Bank and any commodity buyer or supplier or third party, the Bank may be required (and the Applicant agrees that the Bank may) to disclose that the Bank acts as the Applicant's representative and name the Applicant as the principal.

(e) The Applicant agrees that the Bank is authorized to maintain its accounts or multiple accounts with the Bank on behalf of the Applicant to facilitate the Applicant's payment of the Financing amount (if applicable).

(f) The Bank acknowledges and confirms that all proceeds from the sale of the Commodity as stated in Clause 4.2(b)(ii) will be credited to the Applicant's account with the Bank and/or any account permitted by the Applicant. The Applicant shall do all necessary acts for the execution of the provisions of this Financing.

### 4.6 Agency Limits

(a) Regarding the powers, discretion, and duties under this Financing, the Bank will act solely as the Applicant's representative to the extent expressly provided under this Financing and will not be considered the Applicant's representative in any other matters.

(b) The Bank's appointment as the purchasing representative under this Financing will take effect from the date of the said appointment and will end when all duties and responsibilities of the Bank as the purchasing representative as stated in these Terms and Conditions are completed.

(c) The Bank's appointment as the sales representative under this Financing will take effect from the date of the said appointment and will end when all duties and responsibilities of the Bank as the sales representative as stated in these Terms and Conditions are completed.

#### 4.7 Transfer of Ownership

(a) The Commodity will be sold to the Applicant on an "as is" basis. Once the transaction as stated in Clause 4.2(b)(i) is completed, ownership and possession of the Commodity along with the rights, interests, benefits, and liabilities will immediately transfer to the Applicant.

(b) Although the physical possession of the Commodity may be delivered to the Applicant, the Applicant acknowledges that physical possession of the Commodity is not required for transactions under this Financing. If the Applicant intends to take physical possession of the Commodity, the Applicant agrees to notify the Bank in advance before the sale transaction is conducted by the Bank and will be fully responsible for all expenses, costs, and charges related to the taking of physical possession of the Commodity.

(c) Based on the concept of selection due to defects (khiyar al-'ayb), the Applicant may request compensation for any defects in the Commodity. However, the Applicant and the Bank agree that the Bank will assign its right to the Applicant to request compensation directly from the Commodity seller.

(d) If the Bank purchases the Commodity from the Commodity seller, the Applicant has rights to all warranties related to the Commodity from the Commodity seller. The Bank will not provide any warranties regarding the Commodity to the Applicant.

#### 4.8 Promise (Wa'd)

Through the Purchase Request, the Applicant promises based on the Shariah principle of Binding Wa'd to purchase the Commodity from the Bank at the Sale Price according to the provisions in these Terms and Conditions. The Applicant agrees that transactions under this Financing will be executed subject to the Applicant not canceling the Purchase Request.

#### 4.9 Confidentiality

Subject to Clause 4.5(d) above and Clause 29.1 of Part 2, the contents of this clause and transactions as stated in Clause 4.2(b)(i) and (ii) shall be kept confidential by the parties involved throughout this Financing and after its termination, except for matters that are public knowledge other than through the fault of the involved parties and unless required by court order or a governing authority with jurisdiction.

#### 5. APPROVAL REQUIREMENTS

5.1 This offer is subject to the following conditions:

- (a) The Applicant is not a bankrupt;
- (b) The total salary deduction of the Applicant, including the deduction for Monthly Installments for the payment of Financing installments, does not exceed the limit set by the Bank; and

(c) The Applicant has submitted all required documents to the Bank.

5.2 This offer will be considered void if the Applicant fails to meet the above approval requirements.

#### 6. COMPENSATION (TA'WIDH)

If the Applicant fails to settle any Monthly Installment payment within the stipulated period, the Applicant will be charged a compensation fee (Ta'widh) as follows:

##### (a) Late Payment Compensation (During the Financing Tenure)

Compensation calculated at the rate of not exceeding one percent (1%) per annum on the outstanding amount. The compensation (Ta'widh) will be calculated from the date the Monthly Installment is due until the payment is received by the Bank. The rate imposed by the Bank cannot be compounded on the outstanding installments.

##### (b) Late Payment Compensation (After the Financing Tenure)

Compensation calculated at the Islamic Interbank Money Market (IIMM) rate on the outstanding amount from the end of the Financing Tenure until full settlement is received by the Bank. The rate imposed by the Bank cannot be compounded on the outstanding Sale Price balance.

#### 7. DEFAULT RATE (IF APPLICABLE)

7.1 If the Customer fails to pay the Monthly Installment for three (3) consecutive months, the Bank may reduce the Ibra' rate, whereby the profit rate charged will be at **SBR + Three Point Two percent (3.2%) OR an additional One percent (1%) per annum on the current EPR (whichever is higher)** calculated on the principal balance of the Financing starting immediately after the date of default until the end of the Financing Tenure, subject to the default rate not exceeding CPR ("**Default Rate**").

7.2 After the reduction of the Ibra' rate, the Monthly Installment to be paid for the remaining Financing Tenure will be adjusted accordingly in line with the Default Rate.

7.3 The Bank may review the granting of Ibra' and restore the Profit Rate to the current EPR after the Customer:

(a) settles all outstanding amounts in full, including any other charges; and

(b) pays the Monthly Installments on time based on the Default Rate for the following six (6) consecutive months.

#### 8. FINANCING ACCOUNT

8.1 The Bank will open a financing account after the Applicant completes the acceptance of the Financing offer via SMS ("**Financing Account**").

8.2 All transactions related to this Financing will be recorded in the Financing Account;

8.3 A written account statement detailing the transactions or amounts payable under the Financing Account will be sent by the Bank to the Applicant annually and is deemed final unless

the Bank is notified by the Applicant of its inaccuracy within fourteen (14) days from the date of the statement issuance.

## 9. EARLY SETTLEMENT OF FINANCING

9.1 The Applicant may make an early settlement or full redemption of the Financing at any time by submitting written notice to the Bank.

9.2 The Bank may impose an early settlement fee (legal costs and other expenses incurred by the Bank under this Financing) if at the time of early settlement or full redemption, the Bank has not recovered the initial cost of this Financing as well as any actual costs arising from the early settlement or redemption. The imposition of this early settlement fee is in accordance with the regulations set by Bank Negara Malaysia.

## 10. IBRA' (REBATE)

10.1 Ibra' means a rebate or reduction in the total or part of the Sale Price to be paid given by the Bank to the Applicant.

10.2 The Bank will provide Ibra' to the Applicant for early settlement under the following circumstances:

- (a) Early settlement of the Sale Price;
- (b) Early settlement of the Sale Price through the restructuring of the Financing;
- (c) Full settlement before maturity after the occurrence of Event of Default by the Applicant; or
- (d) Early settlement by the Applicant through termination or cancellation of Financing before maturity.

10.3 Ibra' in sub-clauses 10.2(a) to (d) above is calculated using the following formula:

$$\text{Ibra}' = \text{accrued profit} - \text{early settlement charge (if any)}$$

10.4 If applicable, Ibra' for early settlement by the Applicant due to termination or cancellation of Financing before maturity where the Financing has not been fully disbursed is calculated using the following formula:

$$\text{Ibra}' = \text{accrued profit} + \text{the amount of Financing not disbursed} - \text{early settlement charge (if any)}$$

10.5 Without prejudice to the provisions of Clauses 10.2, 10.3, and 10.4 above, the Bank may at its discretion provide Ibra' to the Applicant under other circumstances.

## 11. CHARGES

11.1 The Applicant must settle all payments and charges related to this Financing as stated in the SMS and detailed in the Facility Notice ("**Charges**").

11.2 For this purpose, the Applicant authorizes and empowers the Bank to deduct the Charges from the Financing amount before disbursement of the Financing to the Applicant as per Clause 12.2 below.

## 12. DISBURSEMENT OF FINANCING

12.1 The disbursement of financing is subject to the following conditions being met:

(a) The pre-requisites stated below have been fulfilled by the Applicant:

(i) The Bank has received a "YES" response from the Applicant as per clause 3.2(a) above via an SMS sent from the phone number specified in the Application Form, and after the Bank (as the representative of the Applicant) has executed the sale transaction of the Commodity to the Commodity Buyer at the Cost Price in cash;

(ii) As security for the payment of the amount due under this Financing to the Bank, the Applicant and/or related parties (if applicable) must complete these Terms and Conditions and any other relevant security documents, and the original copies of these completed documents must be submitted to the Bank for safekeeping;

(iii) The Applicant and/or the Applicant's employer and/or related parties (if applicable) have completed and signed the salary deduction instruction form and returned it to the Bank for Monthly Installment payment via salary deduction (if applicable);

(iv) The Applicant has opened a Financing Account into which the Financing will be credited, completed the Direct Debit Instruction Form for the Financing Account, and returned it to the Bank for payment of installments via direct deduction (autodebit) (if applicable);

(v) The Applicant has signed a general will provided by the trustee and inheritance company and any related takaful protection documents (if applicable);

(vi) A search has been made against the Applicant and/or related parties (if applicable) at the Department of Insolvency Malaysia. If the search results are negative, a statutory declaration must be made and submitted by the Applicant and/or related parties (if applicable) to the Bank to confirm that they are not bankrupt and that no bankruptcy proceedings are taken against them;

(vii) The Applicant has paid the Bank stamp duty, registration fees, and other charges related to the perfection of these Terms and Conditions and any other relevant security documents;

(viii) Other pre-requisites as listed in these Terms and Conditions, the Facility Notice, and any other relevant security documents must be complied with;

(ix) The Bank has received any other documents required by the Bank from time to time (if applicable); and

(x) Any other conditions imposed by the Bank from time to time (if applicable).

(b) No Event of Default has occurred under these Terms and Conditions, the Facility Notice, and/or any other

relevant security documents that would cause this Financing to become immediately due, and no default has occurred and is still occurring under any documents and agreements related to this Financing;

- (c) The Applicant has not committed any default under any documents to which the Applicant is a party or bound. No litigation, arbitration, or proceedings are currently or will be pending where such litigation, arbitration, or proceedings could (in the Bank's opinion) adversely affect the solvency of the Applicant or may impair the Applicant's ability to perform its obligations under these Terms and Conditions, the Facility Notice, and/or the relevant Security Documents;
- (d) Each representation and warranty stated in Clause 20.1 remains accurate and true on the date of disbursement of this Financing;
- (e) No extraordinary circumstances have occurred that make it impossible (in the Bank's opinion) for this Financing to be executed or for circumstances that impair the Applicant's ability to perform its obligations under these Terms and Conditions;
- (f) No significant changes have occurred in the financial condition of the Applicant that may affect their ability to meet obligations under these Terms and Conditions; and
- (g) The Applicant has disclosed to the Bank all material information regarding their financial condition.

**12.2** The Financing, after deducting Applicable Charges, will be disbursed in the following manner:

- (a) fully or partially crediting the balance of the Financing into the Applicant's BSN Giro or Giro-i savings account ("**BSN Giro-i account**"); or
- (b) in any other manner requested by the Applicant and agreed upon by the Bank at its discretion.

Without prejudice to the Bank's rights under Clause 12.1(a) above, the Bank may waive any prerequisites imposed on the Applicant. Such waiver does not prevent the Bank from requiring the Applicant to meet any or all waived conditions within the timeframe notified by the Bank to the Applicant. No waiver of any prerequisite is effective except to the extent expressly provided in such waiver.

### **13. OVERPAYMENT**

Any overpayment (if any) will be adjusted accordingly and refunded to the Applicant after the Applicant terminates the Financing Tenure or after the Applicant makes full payment of the Financing.

### **14. WILL (IF APPLICABLE)**

**14.1** To assist the Applicant in managing assets, the Bank has collaborated with the relevant trust and inheritance company to enable the Applicant to make a general will simultaneously with the granting of this Financing.

**14.2** Any matters related to the general will should be referred to the relevant trust and inheritance company.

**14.3** If the Applicant agrees with the above clause, the will fee as stated in the SMS and detailed in the Facility Notice will be charged and deducted from the amount of Financing.

### **15. TAKAFUL (IF APPLICABLE)**

#### **15.1 Takaful Protection Scheme (if applicable)**

- (a) The Applicant is given the option to take a takaful protection scheme. If the Applicant agrees to take this takaful protection scheme, the takaful contribution payment as stated in the SMS and detailed in the Facility Notice will be deducted directly from the amount of Financing.
- (b) The takaful contribution payment is subject to the amount of Financing and age limits based on the terms and conditions set by the takaful company approved by the Bank.
- (c) The Applicant must name the Bank as the beneficiary who will receive the benefits from the takaful protection scheme. For avoidance of doubt, if the Applicant passes away;
  - (i) if the funds received under the takaful protection scheme are insufficient to pay the Monthly Installments or any liabilities of the Applicant, the heirs or assignees of the Applicant must fully settle any outstanding amount;
  - (ii) if the funds received under the takaful protection scheme exceed the Applicant's liabilities, the surplus will be returned to the heirs or assignees of the Applicant.

#### **15.2 Ikhlas Group PA Takaful Scheme (if applicable)**

- (a) As a step to protect the Applicant's assets/life, the Bank has collaborated with the relevant takaful company to enable the Applicant to obtain a protection scheme simultaneously with the granting of this Financing ("Ikhlas Group PA Takaful").
- (b) Any matters related to the Ikhlas Group PA Takaful scheme, including the payment of contributions for that protection scheme, should be referred to the relevant takaful company unless stated otherwise.
- (c) If the Applicant agrees to take the Ikhlas Group PA Takaful scheme, the contribution payment for the protection scheme as stated in the SMS and detailed in the Facility Notice, which is a one-time payment for the first five (5) years of protection, will be deducted from the amount of Financing.

### **16. BANK'S ADVANCE EXPENSES**

All actual expenses incurred by the Bank related to this Financing for completing documents (including stamp duty) and/or enforcing its rights will be borne by the Applicant. Such expenses will be debited to the Financing Account or must be settled by the Applicant within the stipulated period or upon the Bank's demand.

### **17. NOTICES**

**17.1** All correspondence or any notices or communications between the parties under this Financing shall be in writing and delivered using the last known address/information of the parties and will be deemed delivered:

- (a) if by hand delivery, at the time it is received in a readable form;
- (b) if by regular or registered mail, after three (3) days from posting;
- (c) if by email, twenty-four (24) hours after sending, subject to no notification of failure to deliver.

**17.2** Delivery of all legal processes by the Bank to the Applicant under this Financing shall be by hand delivery or registered mail to the last address of the Applicant on the Bank's records. It will be deemed delivered if by hand delivery, at the time it is received in a readable form and if by registered mail, after three (3) days from posting.

**17.3** The Applicant agrees to promptly notify the Bank in writing and/or through other channels provided by the Bank of any changes to their mailing address and/or phone number and/or fax number and/or email address. Any notice will be sent to the last known address/information of the Applicant, and the Bank shall not be liable for any disputes arising from the Applicant's failure to update that information.

## **18. RESTRICTIONS UNDER THE DEVELOPMENT FINANCIAL INSTITUTIONS ACT 2002 (DFIA)**

**18.1** The approval and operation of this scheme are subject to the condition that the Applicant and/or their spouse and/or children and/or parents are not directors or officers or employees of the Bank;

**18.2** If the Applicant and/or their spouse and/or children and/or parents are appointed as directors, officers, or employees of the Bank in the future, the Applicant is responsible to inform the Bank that they have financing facility with the Bank; and

**18.3** The Bank may require the Applicant to settle the total remaining Sale Price and other liabilities of the Applicant in the event of a breach of Clauses 18.1 and 18.2 above.

## **19. DISCLOSURE OF INFORMATION**

### **19.1 Disclosure to authorities and under the law**

The Applicant permits the Bank, its officers, and agents to disclose any information regarding the Applicant (including any personal data) and information related to the Applicant's account and dealings with the Bank, including but not limited to the details of this Financing or other financing already or to be provided by the Bank to the Applicant, any security documents, and related transactions to all or any of the following parties:

- (a) any branch of the Bank;
- (b) Bank Negara Malaysia;
- (c) Central Credit Reference Information System ("CCRIS") established by Bank Negara Malaysia or to any enforcement agency or body;

(d) any person and/or entity to which the Bank is obliged to make disclosures under any laws, regulations, and/or guidelines binding on the Bank or any other authority with jurisdiction over the Bank;

(e) any bank or financial institution with which the Applicant has or intends to have dealings;

(f) the Bank's auditors, lawyers, or any other professional body certified by the Bank to make disclosures;

(g) any third party concerning transactions related to this Financing.

The Applicant hereby expressly agrees to such disclosures and confirms and declares that the terms contained herein shall be subjected to the Privacy Policy, which can be accessed on the Bank's website at [www.bsn.com.my](http://www.bsn.com.my). In the event of any conflict between the terms contained herein and the terms stated in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.

The Applicant acknowledges that they have the right to withdraw the consent given according to the process stated in the Privacy Policy, which can be accessed on the Bank's website at [www.bsn.com.my](http://www.bsn.com.my). However, the withdrawal of the Applicant's consent may affect the services provided by the Bank to the Applicant. In such circumstances, the Bank has the right not to provide or to cease providing any products, services, accounts, and/or facilities related to that information by giving notice to the Applicant.

### **19.2 Disclosure to Subsidiaries**

The Applicant allows the Bank to disclose any information related to the Applicant and this Financing (including existing and/or future accounts) with the Bank to any subsidiary of the Bank currently or in the future. Such subsidiaries are also permitted to make such disclosures to the Bank or among themselves and other subsidiaries. This consent is subject to the disclosure being communicated by the Bank to the Applicant in any manner deemed appropriate. The Applicant may withdraw this consent at any time by following the process stated in the Privacy Policy accessible on the Bank's website at [www.bsn.com.my](http://www.bsn.com.my).

### **19.3 Disclosure to Third Parties**

The disclosure of the Applicant's information (excluding information related to matters concerning the Financing Account) to any third party is subject to the explicit consent of the Applicant regarding that matter. The Applicant may withdraw such consent at any time by following the process stated in the Privacy Policy, which can be accessed on the Bank's website at [www.bsn.com.my](http://www.bsn.com.my).

## **20. REPRESENTATIONS AND WARRANTIES**

**20.1** The Applicant acknowledges that the Bank has entered into these Terms and Conditions with full trust in reliance to the representations and warranties given by the Applicant as follows:

- (a) **Status:** The Applicant is a Malaysian citizen, of legal age, sane, and has the legal capacity to sign these Terms and Conditions.

- (b) **Bankruptcy:** The Applicant and/or any related parties are not bankrupt or undergoing bankruptcy proceedings;
- (c) **No Breach:** The execution and delivery of these Terms and Conditions and/or any obligations under this Financing will not conflict with or constitute a violation under any law;
- (d) **Approval:** No consent or approval (or anything similar) is required to ensure the validity and enforceability of the Applicant's obligations or the Bank's rights under these Terms and Conditions;
- (e) **No Default:** No event has occurred that constitutes a default under any agreement to which the Applicant or any of their assets are bound;
- (f) **Litigation:** There are no litigation or any proceedings ongoing or pending that affect the Applicant's assets or the Applicant's ability to perform their obligations under these Terms and Conditions;
- (g) **Tax Liability:** All tax returns due have been paid by the Applicant to the relevant tax authorities, and the Applicant is not in default of any tax payments;
- (h) **Information:** All information provided by the Applicant in relation to this Financing does not contain any untrue statements or omit any facts that may mislead the Bank;
- (i) **Disclosure:** The Applicant has fully disclosed all relevant facts concerning the Applicant that are important and necessary to be disclosed to the Bank under these Terms and Conditions;
- (j) **No Opposition:** The Applicant's offer to the Bank will not cause the Bank to violate any law binding on the Bank.
- (k) **Acceptance of Financing Offer via SMS:**
- (i) The Applicant completes the acceptance of the Financing offer in accordance with Clause 4 of these Terms and Conditions through an SMS from the Applicant's mobile phone number as provided to the Bank as stated in the Application Form;
  - (ii) The mobile phone number registered by the Applicant with the Bank is solely in the Applicant's name, and the Applicant will respond and/or give instructions via SMS in their own capacity;
  - (iii) Each response and/or instruction via SMS from the Applicant's mobile phone number is considered to be a response and instruction from the Applicant without further confirmation required by the Bank. The Applicant also agrees to be liable to the Bank for the implementation of the commodity sales transaction procedures by the Bank based on the responses and instructions received from the Applicant via SMS;
  - (iv) The Applicant must ensure that their mobile phone number is active, within the service coverage area, and still within the telecommunications service network during the implementation period of these Procedures and Terms and Conditions.
- 20.2** The representations and warranties stated in Clause 20.1 above shall continue to be in effect even after this Financing has been completed.
- 21. COVENANT**
- The Applicant covenants with the Bank that from the date of these Terms and Conditions until all liabilities under these Terms and Conditions have been released:
- (a) **Status:** The Applicant's liabilities under these Terms and Conditions rank equally with all other secured and/or unsecured liabilities, except for:
    - (i) liabilities subject to lien or right of set-off and aggregate amounts of no material significance; and
    - (ii) liabilities preferred only by Malaysian law.
  - (b) **Approval:** The Applicant will provide the Bank with valid copies of any approvals or consents (or anything similar) to ensure the validity, enforceability, or priority of the Applicant's liabilities and obligations or the Bank's rights under these Terms and Conditions;
  - (c) **Default:** If the Applicant becomes aware of a Default Event occurring, the Applicant shall immediately notify the Bank in writing and provide full details to the Bank of the steps taken to remedy or mitigate the effects of the Event of Default;
  - (d) **Notice:** The Applicant shall promptly notify the Bank in writing:
    - (i) Any significant change in the Applicant's circumstances (financial or otherwise) and regarding any legal action or other proceedings against the Applicant that may affect their ability to perform obligations under this Financing. All such notices shall be given to the Bank no later than fourteen (14) days after the Applicant becomes aware of the circumstances;
    - (ii) Any default in the Applicant's obligations under these Terms and Conditions;
  - (e) **Compliance:** The Applicant shall make all payments due under this Financing on time as specified under these Terms and Conditions;
  - (f) **Information:** The Applicant shall promptly provide all information requested by the Bank; and
  - (g) **Purpose:** The Applicant shall use this Financing for Shariah-compliant purposes which shall be stated in the SMS sent by the Bank to the Applicant and detailed in the Facility Notice.
- 22. EVENT OF DEFAULT**
- 22.1** The following events shall constitute a default under this Financing ("**Event of Default**"):
- (a) **Failure to Pay:** The Applicant fails to pay any amount due under these Terms and Conditions on the due date



or upon the Bank's demand (whether demanded formally or informally);

- (b) **Default of Obligations:** The Applicant fails to perform any of their obligations under these Terms and Conditions and/or any other relevant security documents (other than as stated in Clause 22.1(a) above). In cases where such default can be remedied, if it is not remedied within seven (7) days from the date of receipt of notice to remedy it,
- (c) **Misrepresentation:** any representation or statement made by the Applicant under this Financing is found to be untrue;
- (d) **Cross Default:** any liability of the Applicant that becomes due prior to its maturity which, in the Bank's opinion, may affect the Applicant's ability to perform their obligations under this Financing;
- (e) **Threat:** if, in the Bank's opinion, these Terms and Conditions and/or any relevant security documents for this Financing are threatened;
- (f) **Appointment of Receiver, Legal Process:** there is an appointment of a trustee, administrator, receiver, officer appointed (or any similar party) over all or any part of the Applicant's business or assets;
- (g) **Bankruptcy Action:** the Applicant becomes bankrupt or takes bankruptcy action;
- (h) **Invalid or Illegal Provision:** any legal enforcement preventing the Applicant from performing any of their obligations under this Financing;
- (i) **Death or Incapacity:** the Applicant dies or becomes incapacitated;
- (j) **Judgment:** the Applicant fails to comply with any judgment obtained against them, unless such judgment does not affect the Applicant's financial condition or their ability to perform any obligations under this Financing;
- (k) **Legal Proceedings:** any legal proceedings are commenced against the Applicant that will affect their ability to perform obligations under this Financing;
- (l) **Adverse Event:** there is a significant change in the Applicant's financial condition that may affect their ability to perform any obligations under this Financing;
- (m) **Distress or Enforcement:** if there is distress or enforcement or any process from a court of competent jurisdiction imposed on any of the Applicant's assets which is not resolved by the Applicant within seven (7) days after it is imposed;
- (n) **Event:** any event occurs that may prejudice the Applicant's ability to perform any of their obligations under this Financing; and
- (o) **Purpose:** the Applicant uses this Financing for non-compliant Shariah purposes.

**22.2** If any of the above events occur, the Applicant shall be deemed to be in default and:

- (a) The Financing, profits, and all amounts shall become due and payable;
- (b) These Terms and Conditions and Security Documents shall take effect immediately.

**22.3 Concurrent Proceedings:** In the Event of Default, the Bank may exercise all or any existing remedies under these Terms and Conditions and/or the security documents and/or under any relevant law. The Bank may exercise such remedies concurrently to recover all amounts due and payable to the Bank.

**22.4 Enforcement of Security:** After these Terms and Conditions and/or the security documents take effect under Clause 22.1 above, the Bank may, but is not obliged to, enforce its remedies under these Terms and Conditions and/or

## 23. DATE

If any payment due falls on a non-business day, it shall be paid on the next business day, or if that business day falls in the following month, the payment shall be made on the previous business day.

## 24. DEDUCTIONS

All payments made by the Applicant under this Financing must be made in full without any deductions unless such deductions or withholdings are required by law, in which case the Applicant must:

- (a) ensure that such deductions or withholdings do not exceed the minimum amount required;
- (b) promptly pay the Bank (into the relevant recipient account) the additional amount necessary so that the net amount received by the Bank is equal to the full amount that the Bank would have received had there been no deductions or withholdings;
- (c) fully pay the amount deducted or withheld to the tax authority or other relevant authority (within the allowed payment period under the applicable law);
- (d) provide the Bank (within the time allowed by the relevant law), either:
  - (i) an official receipt from the relevant tax authority for all amounts deducted or withheld; or
  - (ii) if no receipt is issued by the tax authority, a deduction certificate or equivalent proof.

## 25. USE OF FUNDS

**25.1** The Bank may apply any funds received under the Financing in accordance with the provisions of this Financing.

**25.2** After these Terms and Conditions come into effect, all funds received by the Bank under these Terms and Conditions and/or any documents related to this Financing shall be applied:

- (a) first, to the payment of any fees owed to the Bank and all costs and expenses incurred by the Bank;
- (b) second, to the payment of the Applicant's liabilities related to this Financing;
- (c) third, to the payment of all accrued profits under this Financing;
- (d) fourth, to the payment of this Financing that must be paid to the Bank; and
- (e) any surplus amount (if any) shall be paid to the Applicant or another party entitled at that time.

**25.3** If the amount paid is less than the amount due, the Bank may apply the amount towards paying the principal of the Financing, profits, fees, or any other amounts due under this Financing in such manner as determined by the Bank.

**25.4** If the amount received by the Bank under Clause 25.1 above (after deducting all relevant charges under these Terms and Conditions) is less than the amount due to the Bank, the Applicant shall pay upon the Bank's demand the difference until payment is complete. The Applicant shall also pay the Bank compensation (Ta'widh) on that amount at the rate specified in Clause 4 of these Terms and Conditions.

**25.5** All funds received by the Bank shall be deemed as gross payments and shall be treated as security for the balance of the Financing. The Applicant or any other party claiming on behalf of the Applicant shall not claim that security or any part or profits thereof unless and until the Bank has received the entire amount owed to the Bank.

## **26. APPLICANT'S LIABILITY**

**26.1** The Applicant shall fully indemnify the Bank against any expenses, losses, damages, or liabilities incurred by the Bank (including any compensation (Ta'widh) or other amounts payable under this Financing) arising from any Event of Default or due to the Applicant's negligent actions.

**26.2** Without limiting the generality of the foregoing, such indemnity includes any losses or expenses incurred by the Bank, including any fees or other amounts that have been or must be paid to maintain or finance this Financing or the liquidation or use of deposits from third parties for the purpose of executing and maintaining this Financing.

**26.3** The Applicant agrees that payment according to its obligations under this Financing will be made upon the Bank's demand. The provisions under Clause 26 shall continue to apply even after the underlying transaction of this Financing between the Applicant and the Bank has been completed and shall continue to apply after the termination of this Financing.

## **27. ACCOUNT CONSOLIDATION AND COMBINATION**

**27.1** The Bank may with notice, at any time and at its discretion, consolidate and combine all or any of the Applicant's accounts, including joint accounts with any party (of any type of account) anywhere, along with the liabilities and obligations incurred by the Applicant to the Bank.

**27.2** The Bank may also set-off or transfer any amounts payable on one or any of those accounts to settle the Applicant's liabilities and obligations to the Bank, subject to a notice being given to the Applicant within seven (7) days before such set-off or transfer is executed.

## **28. CROSS DEFAULT**

The Applicant hereby agrees that if there is any amount payable by the Applicant to the Bank from time to time or at any time or if a default occurs on any account (current or otherwise) or any financing offered by the Bank to the Applicant or under these Terms and Conditions, the accounts or any other banking facilities shall immediately become due and payable and the Bank's security and interests under these Terms and Conditions shall take effect immediately.

## **29. ASSIGNMENT OF RIGHTS**

**29.1 Assignment by the Bank:** The Bank has the right to assign and/or transfer its rights, interests, and/or obligations under this Financing by giving notice to the Applicant. For this purpose:

- (a) The Bank may disclose existing information to potential assignees or transferees of such rights;
- (b) The Applicant agrees to sign any documents necessary to effect the assignment and/or transfer and bear the related costs and expenses. After that, the Applicant will communicate directly with the assignee and/or transferee regarding the affairs of this Financing.

**29.2 No Assignment by the Applicant:** The Applicant may not assign and/or transfer its rights, interests, and obligations under this Financing to any party.

## **30. ADDITIONAL TERMS**

So long as they do not conflict with regulations set by any authority or as directed by any authority, the Bank may impose additional terms (if deemed necessary) by giving the Applicant twenty-one (21) days' notice before such additional terms and/or amendments take effect.

## **31. BANK'S RIGHTS**

In addition to the terms and conditions stated above, the Applicant agrees that the Bank may:

- (a) cancel or terminate this Financing for reasonable cause by giving twenty-one (21) days' notice to the Applicant, and all amounts accumulated under this Financing shall become immediately payable whether formally demanded or not by the Bank;
- (b) amend the terms and conditions or restructure this Financing subject to giving twenty-one (21) days' notice to the Applicant;
- (c) allow any agents or third parties appointed by the Bank to manage the collection of Monthly Installments and/or any overdue payments from the Applicant; and
- (d) register all data related to the Financing information in a confidential registry system at CCRIS and/or with third parties and/or any agency conducting similar services;

- (e) impose any additional terms (provided that such terms do not adversely affect the Applicant).

### **32. SEVERABILITY**

If any provision under this Financing is found to be invalid, prohibited, or unlawful, or unenforceable, it shall not affect the validity of the remaining provisions.

### **33. AVAILABILITY OF FUNDS / FINANCING REVIEW**

**33.1** The Bank's provision of Financing to the Applicant at all times is subject to the availability of funds. The Financing (including but not limited to the limits permitted by the Bank on the Financing) is subject to periodic review at any time at the Bank's discretion.

**33.2** Subject to giving twenty-one (21) days' notice in advance, the Bank may from time to time at its discretion:

- (a) amend the terms and conditions or restructure the Financing;
- (b) without limiting the scope of sub-clause 33.2(a), impose additional terms and/or conditions for the Financing; or
- (c) conduct a review of the customer's credit record from time to time, and at the Bank's discretion may withdraw or amend any term of the Financing if the customer's credit record review is unsatisfactory; or
- (d) cancel the disbursement of the Financing or terminate the Financing or any part thereof, whereupon the Financing (or any part thereof, as applicable) shall cease to exist and all accumulated amounts shall become immediately payable whether formally demanded or not.

### **34. EVIDENCE OF AMOUNT DUE**

The Applicant acknowledges that a statement regarding any amount due to the Bank under this Financing, duly certified by a Bank officer (unless there is an obvious error), shall be conclusive evidence that such amount is due.

### **35. TEMPORARY ACCOUNT**

Any funds received under this Financing may be deposited into a temporary account without profit or any other account designated by the Bank (if necessary) before being credited to the actual account. The Bank may apply those funds to discharge any of the Applicant's liabilities under this Financing.

### **36. AMENDMENTS AND WAIVERS**

The securities, liabilities, and obligations under this Financing shall continue to be valid and binding for all purposes, regardless of:

- (a) any extensions of time or waivers granted by the Bank to the Applicant from time to time for the payment of any amounts due to the Bank or compliance or performance of any obligations, conditions, covenants, or promises that the Applicant is required to comply with or perform under this Financing; or

- (b) any agreements or compositions accepted by the Bank that modify its rights and remedies under this Financing through amendments to obligations, terms, agreements, covenants, or promises under this Financing or failure in payment, timing, performance, or otherwise.

### **37. CUMULATIVE RIGHTS, WAIVERS**

The Bank's rights under this Financing are cumulative, may be exercised as often as deemed necessary by the Bank, in addition to the Bank's rights under any existing laws and cannot be waived or amended except by a clear waiver or written amendment.

### **38. ADDITIONAL SECURITY**

Nothing in these Terms and Conditions shall affect or prejudice any lien or security held by the Bank nor the Bank's rights or remedies under this Financing.

### **39. CHANGE OF CIRCUMSTANCES**

**39.1 Illegality:** If there is any change in any law or order that clearly indicates that it is illegal or impractical for the Bank to perform its obligations under this Financing:

- (a) The Bank shall give notice to the Applicant regarding the circumstances; and
- (b) if the Bank is unable to avoid such circumstances, upon receipt of the notice, the Applicant is required to make a prepayment of this Financing to the Bank in accordance with these Terms and Conditions, and this Financing will be cancelled.

**39.2 Increase in Costs:** Without prejudice to any provisions under these Terms and Conditions, if there is any change in law or order from Bank Negara Malaysia or any other authority that causes the Bank to incur increased costs in financing this Financing or a reduction in the amount received under this Financing (or any similar circumstance), then:

- (a) The Bank shall give notice to the Applicant about the circumstances and make efforts to mitigate the effects of such changes;
- (b) The Applicant shall pay the Bank any relevant amounts as compensation for the Bank due to the increased costs or reduction in received amounts when demanded from time to time by the Bank (including after prepayment); and
- (c) At any time thereafter, as long as the circumstances persist, the Applicant may choose to cancel this Financing (by giving irrevocable notice at least thirty (30) days in advance to the Bank) and make a prepayment of the Financing to the Bank in accordance with the provisions of these Terms and Conditions.

### **40. BANK RESTRUCTURING**

Any restructuring, merger, and other changes of the Bank shall not affect the security, liabilities, and/or obligations created by this Financing.

#### **41. CHANGES TO THE APPLICANT**

The security, liabilities, and obligations under this Financing shall remain valid and binding even if there are changes to the Applicant or otherwise. No changes related to or affecting the Applicant shall affect the security, liabilities, and/or obligations that have been and/or will be created under this Financing.

#### **42. BINDING SUCCESSORS**

These Terms and Conditions and other documents under this Financing shall bind the parties named and also their heirs, successors in title, and assignees.

#### **43. CURRENCY**

All money offered or to be received by the Bank under this Financing shall be in Malaysian Ringgit.

#### **44. TAXES**

Charges imposed in these Terms and Conditions do not include any taxes imposed or to be imposed by the authorities. The Bank may impose on the Applicant the amount of tax provided under the law.

#### **45. TIME**

Time wherever stated is of the essence in these Terms and Conditions.

#### **46. GOVERNING LAW**

The provisions under this Financing shall be governed and interpreted in accordance with the laws of Malaysia.

#### **47. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 ("AMLA")**

The Applicant is prohibited from using this Financing for any illegal activities as stated under AMLA. The Bank has the right to obtain all necessary information including the source of financing related to the Applicant. The Bank also has the right to report and provide full cooperation to the relevant authorities in carrying out their duties under AMLA. If the Applicant is found to violate AMLA, the Bank may exercise all its rights contained in Clause 22 immediately.

#### **48. PERSONAL DATA PROTECTION ACT 2010**

The Applicant acknowledges that the Bank, in exercising its rights, responsibilities, and obligations under these Terms and Conditions and conducting its daily operations and providing high-quality service to the Applicant, may need to contact and/or notify the Applicant regarding details of the Bank's services. The Bank will comply with the provisions set out under the Personal Data Protection Act 2010 whenever it uses and processes the Applicant's personal information. The Bank will obtain the Applicant's consent to provide the name, address, email address, phone number, and any other relevant information about the Applicant to third parties for

marketing and promotion of the Bank's products and services. The Applicant may withdraw such consent at any time by giving written notice to the Bank within a reasonable timeframe.

#### **49. RIGHT TO LEGAL ADVICE**

The Applicant may, at its own expense, obtain independent legal advice regarding its rights and responsibilities under these Terms and Conditions or any related documents before signing these Terms and Conditions and related documents.

#### **50. PRINCIPAL INSTRUMENT**

It is hereby agreed that the Notice of Facility issued by the Bank to the Applicant is a document used for the purpose of a single transaction under the meaning of Section 4(3) of the Stamp Act 1949 and for the purposes of that Section, the Notice of Facility shall be deemed as the Principal Instrument.

#### **51. ACCEPTANCE BY THE APPLICANT**

The Applicant hereby understands and accepts all the contents as stated in these Terms and Conditions and agrees to fulfill all obligations in relation to this Facility and these Terms and Conditions. The Applicant also agrees that the Bank has the right to demand full payment of any outstanding amounts payable to the Bank and/or to take any necessary action as contained in these Terms and Conditions.

The Applicant hereby agrees that in the event of any inconsistency between the provisions stipulated in the Terms and Conditions (English version) and the provisions stipulated in the Terms and Conditions (Malay version), then the Terms and Conditions (Malay version) shall prevail.

**SPECIAL TERMS AND CONDITIONS FOR BSN MyRinggit-i SCHEME**  
(if applicable)

**1. SPECIAL TERMS AND CONDITIONS FOR BSN MyRinggit-i BPA FINANCING SCHEME**

**1.1. Monthly Installment Payment Method**

Monthly installments must be paid through **salary deductions from the Biro Perkhidmatan Angkasa (BPA)**.

**1.2. Additional Conditions for Financing Disbursement**

In addition to, and without prejudice to the provisions of the financing disbursement conditions in the BSN MyRinggit-i Financing Facility Terms and Conditions, financing will be disbursed subject to the following additional conditions:

The customer and/or the customer's employer have completed and signed Form BPA 1/79.

**1.3. The following additional conditions apply to BSN MyRinggit-i BPA Financing with a floating profit rate:**

**1.3.1. Ibra' Mu'allaq (Conditional Rebate)**

- (a) The Bank hereby grants Ibra' Mu'allaq and allows the customer to pay monthly installments at the Effective Profit Rate (EPR) as stated in the Facility Notice subject to the following conditions:
- (i) The customer remains employed at an agency/institution that implements the BPA salary deduction throughout the Financing Tenure; and
  - (ii) The customer pays the monthly installments through BPA salary deductions on time and in the manner prescribed by the Bank until the financing is fully settled.
- (b) In the event of a breach of the conditions stated in Clause 1.3.1(a) above, the Bank may terminate Ibra' Mu'allaq, whereby the profit rate applicable to the outstanding financing balance will change to the commercial rate of BSN MyRinggit-i Executive-1 (**subject to it not exceeding CPR**) ("**Commercial Profit Rate**") to be paid throughout the remaining Financing Tenure. In this case, the current monthly installment payable by the customer will be based on the Commercial Profit Rate. The actual amount of the monthly installment will be communicated to the customer by the Bank via a twenty-one (21) day notice prior to the effective date of the change.

**1.3.2 Default Rate**

To avoid any doubt, the Default Rate specified in the BSN MyRinggit-i Financing Facility Terms and Conditions will only be imposed after the reduction of the current Ibra' Mu'allaq to the Commercial Profit Rate.

**2. SPECIAL TERMS AND CONDITIONS FOR BSN MyRinggit-i SCOP FINANCING SCHEME**

**2.1. Monthly Installment Payment Method**

Monthly installments must be paid through **salary deductions by the employer via the Accountant General's Department**.

**2.2. Additional Conditions for Financing Disbursement**

In addition to, and without prejudice to the provisions of the financing disbursement conditions in the BSN MyRinggit-i Financing Facility Terms and Conditions, financing will be disbursed subject to the following additional conditions:

The customer and/or the customer's employer have completed and signed Form BSN 09-D (0916)\_B.

**2.3. The following additional conditions apply to BSN MyRinggit-i SCOP Financing with a floating profit rate:**

**2.3.1 Ibra' Mu'allaq (Conditional Rebate)**

- (a) The Bank hereby grants Ibra' Mu'allaq and allows the customer to pay monthly installments at the Effective Profit Rate (EPR) as stated in the Facility Notice subject to the following conditions:
- (i) The customer remains employed with the Royal Malaysian Police (SCOP) throughout the Financing Tenure; and
  - (ii) The customer pays monthly installments through salary deductions by the employer via the National Accountant Department on time and in the manner prescribed by the Bank until the financing is fully settled.

- (b) In the event of a breach of the conditions stated in Clause 2.3.1(a) above, the Bank may terminate Ibra' Mu'allaq, whereby the profit rate applicable to the outstanding financing balance will change to the commercial rate of BSN MyRinggit-i Executive-1 (**subject to it not exceeding CPR**) ("**Commercial Profit Rate**") to be paid throughout the remaining Financing Tenure. In this case, the current monthly installment payable by the customer will be based on the Commercial Profit Rate. The actual amount of the monthly installment will be communicated to the customer by the Bank via a twenty-one (21) day notice prior to the effective date of the change.

### **2.3.2 Default Rate**

To avoid any doubt, the Default Rate specified in the BSN MyRinggit-i Financing Facility Terms and Conditions will only be imposed after the reduction of the current Ibra' Mu'allaq to the Commercial Profit Rate.

## **3. SPECIAL TERMS AND CONDITIONS FOR THE BSN MyRinggit-i SKAN FINANCING SCHEME**

### **3.1. Method of Monthly Installment Payment**

Monthly installments must be paid through **salary deductions by the employer via the State Treasury/Finance Department.**

### **3.2. Additional Conditions for Financing Disbursement**

Additionally, without affecting the provisions of the financing disbursement conditions in the BSN MyRinggit-i Financing Facility Terms and Conditions, the financing will be disbursed subject to compliance with the following additional conditions:

The customer and/or the customer's employer must complete and sign Form BSN 09-D (0916)\_B.

### **3.3. The following additional conditions apply to the BSN MyRinggit-i SKAN Financing with a floating profit rate:**

#### **3.3.1 Ibra' Mu'allaq (Conditional Rebate)**

- (a) The Bank hereby grants Ibra' Mu'allaq and allows the Customer to pay monthly installments at the Effective Profit Rate (EPR) as stated in the Facility Notice, subject to the following conditions:
- (i) The customer must remain in service as a State Public Servant throughout the Financing Tenure; and
  - (ii) The customer must pay monthly installments through salary deductions by the employer via the State Treasury/Finance Department at the time and in the manner prescribed by the Bank until the Financing is fully settled.
- (b) In the event of a breach of Clause 3.3.1(a) above, the Bank may terminate the Ibra' Mu'allaq, whereby the profit rate applicable to the outstanding financing balance will change to the commercial rate of BSN MyRinggit-i Executive-1 (**provided it does not exceed CPR**) ("**Commercial Profit Rate**") to be paid throughout the remaining Financing Tenure. In this case, the current monthly installment payable by the customer will be based on the Commercial Profit Rate. The actual monthly installment amount will be notified by the Bank to the Customer via a notice twenty-one (21) days before the effective date of such changes.

#### **3.3.2 Default Rate**

To avoid any doubt, the Default Rate stated in the BSN Financing Facility Terms and Conditions will only be imposed after the reduction of the current Ibra' Mu'allaq to the Commercial Profit Rate.

## **4. SPECIAL TERMS AND CONDITIONS FOR THE BSN MyRinggit-i SKAP FINANCING SCHEME**

### **4.1. Method of Monthly Installment Payment**

Monthly installments must be paid through **salary deductions by the employer via the Accountant General's Department.**

### **4.2. Additional Conditions for Financing Disbursement**

Additionally, without affecting the provisions of the financing disbursement conditions in the BSN MyRinggit-i Financing Facility Terms and Conditions, the financing will be disbursed subject to compliance with the following additional conditions:

The customer and/or the customer's employer must complete and sign Form BSN 09-D (0916)\_B.

**4.3. The following additional conditions apply to the BSN MyRinggit-i SKAP Financing with a floating profit rate:**

**4.3.1 Ibra' Mu'allaq (Conditional Rebate)**

- (a) The Bank hereby grants Ibra' Muallaq and allows the Customer to pay monthly installments at the Effective Profit Rate (EPR) as stated in the Facility Notice, subject to the following conditions:
- (i) The customer must remain in service as a Federal Public Servant throughout the Financing Tenure; and
  - (ii) The customer must pay monthly installments through salary deductions by the employer via the National Accountant's Department at the time and in the manner prescribed by the Bank until the Financing is fully settled.
- (b) In the event of a breach of the conditions stated in Clause 4.3.1(a) above, the Bank may terminate the Ibra' Mu'allaq, whereby the profit rate applicable to the outstanding financing balance will change to the commercial rate of BSN MyRinggit-i Executive-1 (**provided it does not exceed CPR**) ("**Commercial Profit Rate**") to be paid throughout the remaining Financing Tenure. In this case, the current monthly installment payable by the customer will be based on the Commercial Profit Rate. The actual monthly installment amount will be notified by the Bank to the Customer via a notice twenty-one (21) days before the effective date of such changes.

**4.3.2 Default Rate**

To avoid any doubt, the Default Rate stated in the BSN Financing Facility Terms and Conditions will only be imposed after the reduction of the current Ibra' Muallaq to the Commercial Profit Rate.

**5. SPECIAL TERMS AND CONDITIONS FOR THE BSN MyRinggit-i EXECUTIVE 1 FINANCING SCHEME**

**5.1. Method of Monthly Installment Payment**

Monthly installments must be paid via direct deduction (autodebit) from the BSN Giro/-i Account. The customer must ensure that their account always has sufficient balance for the successful deduction of the Monthly Installment.

**6. SPECIAL TERMS AND CONDITIONS FOR THE BSN MyRinggit-i EXECUTIVE-1 CES FINANCING SCHEME**

**6.1. Method of Monthly Installment Payment**

Monthly installments must be paid through salary deductions by the employer at selected companies/organizations under the Corporate Employee Scheme (CES).

**6.2. Ibra' Mu'allaq (Conditional Rebate)**

- (a) The Bank hereby grants Ibra' Muallaq and allows the Customer to pay monthly installments at the Effective Profit Rate (EPR) as stated in the Facility Notice, subject to the following conditions:
- (i) The customer must remain employed as staff in the selected company/organization under CES as determined by the Bank; and
  - (ii) The customer must pay monthly installments through salary deductions by the employer at the time and in the manner prescribed by the Bank until the Financing is fully settled.
- (b) In the event of a breach of the conditions stated in Clause 6.2(a) above, the Bank may terminate the Ibra' Mu'allaq, whereby the profit rate applicable to the outstanding financing balance will change to the commercial rate of BSN MyRinggit-i Executive-1 (**provided it does not exceed CPR**) ("**Commercial Profit Rate**") to be paid throughout the remaining Financing Tenure. In this case, the current monthly installment payable by the customer will be based on the Commercial Profit Rate. The actual monthly installment amount will be notified by the Bank to the Customer via a notice twenty-one (21) days before the effective date of such changes.

**6.3. Default Rate**

To avoid any doubt, the Default Rate stated in the BSN Financing Facility Terms and Conditions will only be imposed after the reduction of the current Ibra' Muallaq to the Commercial Profit Rate.

## 7. SPECIAL TERMS AND CONDITIONS FOR THE BSN MyRinggit-i PruBSN STAFF FINANCING SCHEME

### 7.1. Method of Monthly Installment Payment

Monthly installments must be paid through **salary deductions from the staff's account by PruBSN**.

### 7.2. Ibra' Mu'allaq (Conditional Rebate)

- (a) The Bank hereby grants Ibra' Mu'allaq and allows the Customer to pay monthly installments at the profit rate after Ibra' Mu'allaq as stated in the Facility Notice, subject to the following conditions:
- (i) The customer must remain employed as staff at PruBSN throughout the Financing Tenure;
  - (ii) The customer must not take unpaid leave; and/or
  - (iii) The customer must pay monthly installments through salary deductions by PruBSN at the time and in the manner prescribed by the Bank until the Financing is fully settled.
- (b) In the event of a breach of Clause 7.2(a) above, the Bank may terminate the Ibra' Mu'allaq, whereby the profit rate applicable to the outstanding financing balance will change to the profit rate before Ibra' Mu'allaq, which must be paid throughout the remaining Financing Tenure. In this case, the current monthly installment payable by the customer will be based on the Profit Rate before Ibra' Mu'allaq. The actual monthly installment amount will be notified by the Bank to the Customer via a notice twenty-one (21) days before the effective date of such changes.

## 8. SPECIAL TERMS AND CONDITIONS FOR THE BSN MyRinggit-i PROFESSIONAL FINANCING SCHEME

### 8.1. Method of Monthly Installment Payment

Monthly installments must be paid by the Customer based on the following options:

- (a) Monthly installments must be paid via **direct deduction (autodebit) from the BSN Giro/-i Account**. The customer must ensure that their BSN Giro/-i Account always has sufficient balance for the successful deduction of the Monthly Installment; or
- (b) Monthly installments must be paid through **salary deductions by the Biro Perkhidmatan Angkasa (BPA)**; or
- (c) Monthly installments must be paid through **salary deductions by the employer**; or
- (d) Monthly installments must be paid through **salary deductions via the Accountant General's Department**.

To avoid any doubt, the customer may only choose one payment method that must be maintained throughout the Financing Tenure and/or until the Financing is fully settled.

### 8.2. Additional Conditions for Financing Disbursement

Additionally, without affecting the provisions of the financing disbursement conditions in the BSN MyRinggit-i Financing Facility Terms and Conditions, the financing will be disbursed subject to compliance with the following additional conditions:

- (a) **Salary deductions by Biro Perkhidmatan Angkasa (BPA)**  
The customer and/or the customer's employer must complete and sign Form BPA 1/79.
- (b) **Salary deductions via the Accountant General's Department**  
The customer and/or the customer's employer must complete and sign Form BSN 09-D (0916)\_B.
- (c) **Salary deductions by the employer**  
The customer and/or the customer's employer must complete and sign Form APGPF-01(0821).

## 9. TERMS AND CONDITIONS SPECIFIC TO BSN MyRinggit-i FIE FINANCING SCHEME

### 9.1. Monthly Installment Payment Method

Monthly installments must be paid through **direct deductions (autodebit) from the Customer's salary account** (including from the Customer's salary account at other banks) using a Standing Instruction. The Customer must ensure that the account always has sufficient balance for the successful deduction of the monthly installment.



## 9.2. Ibra' Mu'allaq (Conditional Rebate)

- (a) The Bank hereby grants Ibra' Mu'allaq and allows the Customer to pay the Monthly Installment at the Effective Profit Rate (EPR) as stated in the Facility Notice, subject to the following conditions:
  - (i) The Customer remains employed as staff in a Financial Institution under a Licensed Financial Institution approved by Bank Negara Malaysia;
  - (ii) Pays the Monthly Installment in the manner specified in Clause 9.1 above, on time and in accordance with the methods prescribed by the Bank until the Financing is fully settled.
- (b) In the event of a breach of the conditions stated in Clause 9.2(a) above, the Bank may terminate the Ibra' Mu'allaq, where the profit rate applicable to the remaining Financing balance will change to the commercial rate of BSN MyRinggit-i Executive-1 (**subject to not exceeding CPR**) ("**Commercial Profit Rate**") to be paid throughout the remaining Financing Tenure. In this case, the current monthly installment to be paid by the Customer will be based on the Commercial Profit Rate. The actual monthly installment amount will be communicated to the Customer by the Bank through a notice twenty-one (21) days before the effective date of the change.

## 9.3. Default Rate

To avoid any doubt, the Default Rate stated in the Terms and Conditions of BSN Financing Facilities will only be applied after the current Ibra' Mu'allaq has been deducted from the Commercial Profit Rate.

## 10. TERMS AND CONDITIONS SPECIFIC TO BSN MyRinggit-i Exec-1 HRO FINANCING SCHEME

### 10.1. Monthly Installment Payment Method

Monthly installments must be paid by the Customer based on the following options:

- (a) Monthly installments should be paid through **direct deductions (autodebit) from the BSN Giro/-i Account**. The Customer must ensure that the BSN Giro/-i Account always has a sufficient balance for the successful deduction of the monthly installment; or
- (b) Monthly installments should be paid through **salary deductions by the Biro Perkhidmatan Angkasa (BPA)**; or
- (c) Monthly installments should be paid through **salary deductions by the employer**; or
- (d) Monthly installments should be paid through **salary deductions via the Accountant General's Department**; or
- (e) Monthly installments should be paid through **salary deductions via the State Treasury/Finance Department**.

To avoid any doubt, the Customer may only choose one payment method, which must be maintained throughout the Financing Tenure and/or until the total Sale Price is fully settled.

### 10.2. Additional Conditions for Financing Disbursement

In addition to and without prejudice to the provisions regarding financing disbursement in the Terms and Conditions of BSN MyRinggit-i Facilities, financing will be issued subject to compliance with the following additional conditions:

- (a) **Salary deductions by the Biro Perkhidmatan Angkasa (BPA)**  
The customer and/or the customer's employer must complete and sign Form BPA 1/79.
- (b) **Salary deductions via the Accountant General's Department or the State Treasury/Finance Department**  
The Customer and/or the Customer's employer have completed and signed Form BSN 09-D (0916)\_B.
- (c) **Salary deductions by the employer**  
The Customer and/or the Customer's employer have completed and signed Form APGPF-01(0821).

## 11. TERMS AND CONDITIONS SPECIFIC TO BSN MyRinggit-i Perintis FINANCING SCHEME

### 11.1. Monthly Installment Payment Method

Monthly installments must be paid through **salary deductions by the employer via the Accountant General's Department**.

### 11.2. Additional Conditions for Financing Disbursement

In addition to and without prejudice to the provisions regarding financing disbursement in the Terms and Conditions of BSN MyRinggit-i Facilities, financing will be issued subject to compliance with the following additional conditions:

The Customer and/or the Customer's employer have completed and signed Form BSN 09-D (0916)\_B.

### 11.3. Ibra' Mu'allaq (Conditional Rebate)

- (a) The Bank hereby grants Ibra' Mu'allaq and allows the Customer to pay the Monthly Installment at the Effective Profit Rate (EPR) as stated in the Facility Notice, subject to the following conditions:
  - (i) The Customer remains employed with the Royal Malaysian Police (SCOP) or Federal Public Servants throughout the Financing Tenure; and
  - (ii) The Customer pays the Monthly Installment via salary deductions by the employer through the Accountant General's Department on time and in accordance with the methods prescribed by the Bank until the Financing is fully settled.
- (b) In the event of a breach of the conditions stated in Clause 11.3(a) above, the Bank may terminate the Ibra' Mu'allaq, where the profit rate applicable to the remaining Financing balance will change to the commercial rate of BSN MyRinggit-i Executive-1 (**subject to not exceeding CPR**) ("**Commercial Profit Rate**") to be paid throughout the remaining Financing Tenure. In this case, the current monthly installment to be paid by the Customer will be based on the Commercial Profit Rate. The actual monthly installment amount will be communicated to the Customer by the Bank through a notice twenty-one (21) days before the effective date of the change.

### 11.4. Default Rate

To avoid any doubt, the Default Rate stated in the Terms and Conditions of BSN Financing Facilities will only be applied after the current Ibra' Mu'allaq has been deducted from the Commercial Profit Rate.