

## Revision of Terms & Conditions for Property Financing

With effect from 28 August 2019, the Bank will apply the principles of fair treatment to all our customers with home financing.

As we have amended our terms over the years, not all the clauses in the new facility agreement may be applicable to you. We did not introduce any new terms which requires action from our customers but we have made our terms simpler and easier to understand.

We have also incorporated prior notice to you for changes to terms and have also reduced legal and technical terms in the facility agreement and security documentation. Other main clauses have been revised and amended as follows.

### (a) HomeSmart-i/Business Premises-i

#### (i) LETTER OF OFFER FOR CREDIT FACILITY

No	Provision	Previous Clause prior to review	Revised Clause
1	<b>Monthly Payments to the Bank</b>	<p>The Bank's Base Rate (BR) is currently at &lt; &gt;% per annum, and is subject to variation as determined by the Bank.</p> <p><del>Notice as to changes in the BR, fees and all other charges may be effected by a notification in the periodic statements furnished to you from time to time or by way of an unsigned notice or letter produced by the Bank's computer or by way of advertisement in any newspaper or by notification at any of the Bank's premises or in such manner as the Bank deems fit and such variation shall take effect from the date stipulated therein.</del></p> <ul style="list-style-type: none"> <li>- The Monthly Payments are subject to adjustment in the event of any adjustment in the Facility Amount or variation in the Lease Rental Rate or deferment of any Monthly Payments or otherwise.</li> <li>- In the event there is a change in the Bank's BR at any time after the commencement of the Arrangement, the Lease Rentals shall be revised accordingly.</li> </ul>	<p>The Bank's Base Rate (BR) is currently at &lt; &gt;% per annum, and is subject to variation as determined by the Bank.</p> <p>The Bank is unable to disclose all the reasons why a change in BR may be needed in the future, but if the Bank does make changes, prior notice will be given to you.</p> <ul style="list-style-type: none"> <li>- The Monthly Payments are subject to adjustment in the event of any adjustment in the Facility Amount or variation in the Lease Rental Rate or deferment of any Monthly Payments or otherwise.</li> <li>- In the event there is a change in the Bank's BR at any time after the commencement of the Arrangement, the Lease Rentals shall be revised accordingly.</li> </ul>

2	<b>Compensation for Late Payment</b>	The Bank shall have the right to be compensated on late Monthly Payments and any default in payment, at the rate of one per centum (1%) per annum the outstanding Monthly Payments due during the Tenure <del>calculated on daily rests.</del>	The Bank shall have the right to be compensated on late Monthly Payments and any default in payment, <b>calculated daily</b> at the rate of one per centum (1%) per annum <b>based on</b> the outstanding Monthly Payments due during the Tenure.
3	<b>Fee and Charges</b>	<del>Additional Rental Charges of RM40 will be charged per month if the average outstanding balance for that month is less than 50% of the Facility Limit. This Additional Rental Charge shall only be imposed for a period of 5 years after full disbursement of the Facility.</del>	Additional Rental Charges will be charged at RM40 per month if the average utilization rate (average outstanding balance divided by current month Facility Limit) for the month is less than 50%. Additional Rental Charges will only be applied upon full disbursement of the Facility and applicable for the period of 5 years from the Full Disbursement date.

4	<p><b>Legal and Valuation Fees and Expenses</b></p>	<p>a) The following fees and expenses incurred shall be paid by you unless otherwise stated in the Additional Conditions of this Letter of Offer:</p> <p>(i) The legal fees for preparation <del>of</del> and attending to the security documentation of the Facility including the <del>Bank's</del> legal fees and expenses for the Discharge of Charge / Receipt and Reassignment (if relevant);</p> <p>(ii) Stamp duty, registration fees and any related cost for the preparation and <del>attending</del> to the security documentation of the Facility;</p> <p>c) In the event the Facility is withdrawn or cancelled for whatever reason after <del>the</del> acceptance of this Letter of Offer, you shall be liable to pay <del>all</del> the necessary legal fees and expenses <del>already</del> incurred in connection with the preparation and attending of the security documentation.</p> <p>You shall also liable to pay the valuation charges <del>of the Property</del> in relation to the preparation of the formal valuation report. <del>You understand that if you fail in the payment of any part of these fees and charges, the respective solicitors and/or valuer shall be entitled to recover the same or any part thereof from you through the process of law.</del></p> <p>e) Upon your acceptance of this Letter of Offer, please pay to us the sum of RM&lt; &gt; being the non-refundable indicative valuation fees and expenses for the Property (“The Indicative Sum”).</p> <p><del>We prefer that you</del> pay the Indicative Sum to your account. Please do not <del>hand over any</del> cash to <del>the sales executive</del>.</p>	<p>a) The following fees and expenses incurred shall be paid by you unless otherwise stated in the Additional Conditions of this Letter of Offer:</p> <p>(i) The legal fees for preparation and <b>perfection of</b> the security documentation of the Facility including the legal fees and expenses <b>incurred by the Bank</b> for the Discharge of Charge / Receipt and Reassignment (if relevant);</p> <p>(ii) Stamp duty, registration fees and any related cost for the preparation and <b>perfection of</b> the security documentation of the Facility;</p> <p>c) In the event the Facility is withdrawn or cancelled for whatever reason after <b>your</b> acceptance of this Letter of Offer, you shall be liable to pay the necessary legal fees and expenses incurred in connection with the preparation and attending of the security documentation.</p> <p>You shall also be liable to pay the valuation charges <b>incurred</b> in relation to the preparation of the formal valuation report.</p> <p>e) Upon your acceptance of this Letter of Offer, please pay to us the sum of RM&lt; &gt; being the non-refundable indicative valuation fees and expenses for the Property (“The Indicative Sum”).</p> <p><b>Please</b> pay the Indicative Sum to your loan account or any other account. Please do not <b>make any</b> cash payments to <b>HSBC employees</b>.</p>
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5	<b>Availability Period</b>	The Facility must be disbursed within < > months (“Availability Period”) from the date of this Letter of Offer and any portion of the Facility which has not been disbursed by that date <del>shall be automatically cancelled and be of no further effect whereby the Facility Amount for the Arrangement shall be accordingly varied.</del> The Bank may grant any extension of the Availability Period from time to time as it deems fit.	The Facility must be fully disbursed within < > months (“Availability Period”) from the date of this Letter of Offer and any portion of the Facility which has not been disbursed <del>may</del> be cancelled.
6	<b>Specific Boundary Limit</b>	This <del>approved Facility</del> is valid only within <del>the national boundary which the Bank operates in</del> and subject to the <del>applicable</del> laws, regulations and jurisdiction. Acceptance <del>to participate in the Arrangement herein beyond the said boundary of operation does not</del> constitute a formal acceptance to <del>the Facility</del> but an expression of willingness to <del>participate in the Arrangement</del> subject to the Banks subsequent acceptance <del>within the boundary which the Bank operates in.</del>	This <del>Letter of Offer</del> is valid only within <del>Malaysia</del> and subject to the Malaysian laws, regulations and jurisdiction. Acceptance <del>of the terms and conditions herein outside Malaysia will not</del> constitute a formal acceptance to <del>this Letter of Offer</del> but <del>will be</del> an expression of your willingness to <del>agree to the terms</del> subject to the Bank’s subsequent acceptance.
7	<b>Additional Conditions</b>	Notwithstanding your acceptance of this offer, or before the disbursement of the Facility, the Bank reserves the right to withdraw this offer <del>without assigning any reason therefor.</del>	Notwithstanding your acceptance of this offer, or before the disbursement of the Facility, the Bank reserves the right to withdraw this offer if:-  (i) to continue, may potentially place the Bank (or any other member of the HSBC Group) in breach or potential breach of any applicable laws or regulations; (ii) any information that you have provided is false or misleading; (iii) if it is subsequently discovered that there are restrictive covenants or conditions on the title deed of the property charged/ to be charged and/or that there are restrictive clauses in the Sale and Purchase Agreement which may jeopardise or otherwise negatively impact the recovery of the Facility or value of the security granted; (iv) if you have either failed or are unable to fulfil any condition precedents as set out herein or in any other security documents;

		<p>I/We, the undersigned hereby:</p> <p>a) I/We understand and accept this Letter of Offer and the terms stated in enclosed Annexure and also acknowledge that I/We have been briefed by your staff or representative on the features of the Facility.</p>	<p>(v) if arising from public search records of the property and/or developer, we are of the opinion that the Facility, if released, will not for any reason whatsoever be adequately secured;</p> <p>(vi) if any legal proceedings, suit or action of kind whatsoever (whether criminal or civil) is instituted against you and/or any of the security providers; or</p> <p>(vii) there has been a material deterioration in your creditworthiness.</p> <p>I/We, the undersigned hereby:</p> <p>a) I/We understand and accept this Letter of Offer and the terms stated in enclosed Annexure and also acknowledge that I/We have been briefed by your staff or representative on the features of the Facility.</p> <p>I/We undertake to comply with Bank Negara Malaysia's Foreign Exchange Administration regulations available at <a href="http://www.bnm.gov.my/fxadmin">www.bnm.gov.my/fxadmin</a>) at all times and in particular, if I am a Non Resident as defined in the Foreign Exchange Administration regulations, to utilise the loan/ financing granted by the Bank solely for the following activities in Malaysia:</p> <ol style="list-style-type: none"> <li>1. Production or consumption of goods or services, other than       <ol style="list-style-type: none"> <li>i. Activities in the financial services sector;</li> <li>ii. The purchase of security or Islamic security</li> <li>iii. The purchase of financial instrument or Islamic financial instrument; or</li> </ol> </li> <li>2. The construction or purchase of a residential or commercial property excluding the purchase of land only.</li> </ol>
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(ii) ANNEXURE FOR CREDIT FACILITY

No	Provision		Revised Clause
1	<b>Payment Term</b>	<p>a) Lease rentals/advance lease rentals <del>will be charged by us on daily rest basis at the rate stated in the Letter of Offer</del> on the outstanding Facility Amount and is payable monthly to the Bank <del>by debiting</del> your account.</p> <p>c) The Monthly Payments shall commence one (1) month from the date of full disbursement of the Facility or the expiry of the Availability Period, whichever is the earlier, and <del>thereafter on the same day of each subsequent month or on such other date as shall be fixed from time to time by the Bank.</del></p>	<p>a) Lease Rentals/Advance Lease Rentals at the Lease Rental Rate will be calculated daily based on the outstanding Facility Amount from the previous day and is payable monthly in arrears to the Bank. The Bank will debit your account on the due date and you are required to ensure that your account has sufficient funds at all times.</p> <p>c) The Monthly Payments shall commence one (1) month from the date of full disbursement of the Facility or the expiry of the Availability Period, whichever is the earlier</p>
2	<b>Facility Payment and Standing Instruction</b>	<p>b) <del>The onus of ensuring</del> that such periodical payments <del>are made</del> is <del>on you and accordingly the Bank shall not incur any liability through any refusal or omission to make all or any of the payments.</del></p> <p>d) The Bank may <del>conclusively</del> determine the order of priority of payment of any moneys pursuant to this or any order, or cheque drawn on your account or instructions (whether written or otherwise) which you have or may hereafter give to the Bank.</p>	<p>b) Please ensure that that such periodical payments is correctly reflected in your accounts.</p> <p>d) The Bank may determine the order of priority of payment of any moneys pursuant to this or any order, or cheque drawn on your account or instructions (whether written or otherwise) which you have or may hereafter give to the Bank if there are insufficient funds in your account. However the priority of payments from your account will generally be on the basis of instructions (including standing instructions) first received.</p>
3	<b>Prepayment and Redrawal Facility</b>	<p>You may make prepayment to your loan account subject to the following conditions:</p> <p>a) Amount paid to the account will be firstly applied towards settlement of <del>all payment due, which may include Monthly Payment, late payment charges, takaful contribution, service fee and charges.</del> Any surplus will then be applied as prepayment to reduce the outstanding Facility Amount.</p>	<p>You may make a prepayment to your loan account subject to the following conditions:</p> <p>a) Amount paid to the account will be firstly applied towards settlement of purchase price and lease rental, followed by outstanding fees and charges. Any surplus will then be applied as prepayment to reduce the outstanding Facility Amount.</p>

4	<b>Additional Terms and Conditions</b>	<p>a) All terms and conditions including lease rental rates, fees and charges stipulated are current and subject to applicable tax, if any and may be <del>changed</del> by the Bank from time to time and/or <del>as per</del> Bank Negara Malaysia (BNM)'s directive.</p> <p>b) <del>The Bank retains the right to reduce the Facility Limit at any point of time within the Facility Tenure provided that a 1-months' notice is issued to you.</del></p> <p>d) This Facility is subject to review at any time by the Bank and, in any event of default and <del>subject to our customary overriding right of payment on demand and subject to there being no breach of applicable guidelines as issued by Bank Negara Malaysia and/or the policies of the Bank in effect from time to time governing continued operations of the customer's current account (regardless of whether any overdrawn thereon has been granted or otherwise) to a right of closure.</del></p> <p>e) Inspection and valuation of the property may be obtained by the Bank <del>from time to time</del> from a firm of approved valuers, the cost <del>of which</del> will be charged to <del>your account.</del></p> <p>h) Subject to the provisions of the security documents (if any), if any amount received or recovered in respect of your liabilities hereunder or any part thereof is less than the amount then due, the Bank shall apply that amount to</p>	<p>a) All terms and conditions including lease rental rates, fees and charges stipulated are current and subject to applicable tax, if any and may be <del>varied</del> by the Bank from time to time and/or <del>pursuant to</del> Bank Negara Malaysia (BNM)'s directive <del>with prior notification to you.</del></p> <p>b) Where the facility granted (or any part thereof) is an overdraft facility (<b>Overdraft Facility</b>), the facilities are callable and repayable on demand by the Bank. The Bank retains the right to reduce or cancel the undrawn Overdraft Facility limit at any point in time and where the Overdraft Facility has been utilised the Bank reserves the right to withdraw or terminate the facilities at any time provided that one (1) month's prior notice is issued to you.</p> <p>d) This Facility shall become due and immediately payable on demand by the Bank on an event of default. Until such a demand is made by the Bank, the Facility is payable in the manner stated in this Letter of Offer</p> <p>e) Inspection and valuation of the property may be obtained by the Bank <del>as and when necessary</del> from a firm of approved valuers. The cost will be charged to <del>you unless the valuation is part of the Bank's periodic risk management process.</del></p> <p>h) Subject to the provisions of the security documents (if any), if any amount received or recovered in respect of your liabilities hereunder or any part thereof is less than the amount then due, the Bank shall apply that amount to the Purchase</p>
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		<p>the Purchase Price, lease rentals, fees or any other amount then due and payable hereunder in such proportions and order of priority and generally in such manner as the Bank may determines.</p> <p>i) If the effect of any, or a change in any law or regulation is to increase the cost to us of advancing, maintaining or funding this Facility or to reduce the effective return to us, we reserve the right to <del>require payment on demand of such amounts as we consider necessary to compensate us therefore.</del></p> <p>k) The Bank reserves the right to cancel the Facility if not used for the purpose <del>granted or if used for an illegal or speculative purpose as determined by the Bank.</del></p> <p><del>m) Notwithstanding that you may have accepted this offer and/or that all agreements and security documents relating thereto have been executed by all concerned, the Bank reserves the right and at no liability to the Bank whatsoever in so doing, to abrogate or withdraw this offer and/or to withhold the disbursement or the release of the Facility in any of the following events:</del></p> <p><del>(i) if it is subsequently discovered that there are restrictive covenants or conditions on the title deed of the Property charged or to be charged and/or that there are restrictive clauses in the Sale and Purchase Agreement and which in our opinion is deemed to be unfavourable to us or which may jeopardise, endanger or threaten our eventual recovery of the Facility;</del></p> <p><del>(ii) if you have either failed or are unable to fulfil any condition precedents as set</del></p>	<p>Price, lease rentals, fees or any other amount then due and payable hereunder in such proportions and order of priority and generally in such manner as the Bank may determines.</p> <p>i) If the effect of any, or a change in any law or regulation is to increase the cost to us of advancing, maintaining or funding this Facility or to reduce the effective return to us, we reserve the right to <b>increase the lease rental to reflect such costs increase.</b></p> <p>k) The Bank reserves the right to cancel the Facility if not used for the purpose granted or if used for an illegal or speculative purpose <b>or if you are otherwise in breach of any representation or undertakings.</b></p> <p>m) <b>deleted</b></p>
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		<p><del>out herein or in any other security documents;</del></p> <p><del>(iii) if we are of the opinion that the Facility, if released, will not for any reason whatsoever be adequately secured;</del></p> <p><del>(iv) if any legal proceedings, suit or action of any kind whatsoever (whether eriminal or civil) is instituted against you and/or any of the security providers.</del></p>	
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**(b) HomeSmart-i Reserve (Tranche 2 Facility)**

**(i) LETTER OF OFFER FOR CREDIT FACILITY**

No	Provision	Previous Clause prior to review	Revised Clause
1	<b>Tranche 2 Monthly Payments to the Bank</b>	<p>The Bank's Base Rate (BR) is currently at &lt; &gt;% per annum, and is subject to variation as determined by the Bank.</p> <p><del>Notice as to changes in the BR, fees and all other charges may be effected by a notification in the periodic statements furnished to you from time to time or by way of an unsigned notice or letter produced by the Bank's computer or by way of advertisement in any newspaper or by notification at any of the Bank's premises or in such manner as the Bank deems fit and such variation shall take effect from the date stipulated therein.</del></p>	<p>The Bank's Base Rate (BR) is currently at &lt; &gt;% per annum, and is subject to variation as determined by the Bank.</p> <p>The Bank is unable to disclose all the reasons why a change in BR may be needed in the future, but if the Bank does make changes, prior notice will be given to you.</p>

2	<b>Availability Period</b>	<p>The Tranche 2 Facility must be disbursed within 12 months (<b>Tranche 2 Availability Period</b>) from the date of this Letter and any portion of the Tranche 2 Facility which has not been disbursed by that date shall be automatically cancelled and be of no further effect whereby the Tranche 2 Facility Amount for Tranche 2 of the Arrangement shall be accordingly varied. The Bank reserves the right to grant any extension of the Tranche 2 Availability Period from time to time as it deems fit.</p>	<p>The Tranche 2 Facility must be disbursed within 12 months (<b>Tranche 2 Availability Period</b>) from the date of this Letter and any portion of the Tranche 2 Facility which has not been disbursed by that date may be cancelled. The Bank may grant any extension of the Tranche 2 Availability Period from time to time as it deems fit.</p>
3	<b>Specific Boundary Limit</b>	<p><del>This approved Tranche 2 Facility is valid only within the national boundary which the Bank operates in and subject to the applicable laws, regulations and jurisdiction. Acceptance to participate in the Tranche 2 of the Arrangement herein beyond the said boundary of operation does not constitute a formal acceptance to the Tranche 2 Facility but an expression of willingness to participate in the Tranche 2 of the Arrangement subject to the Banks subsequent acceptance within the boundary which the Bank operates in.</del></p>	<p>This Letter of Offer is valid only within Malaysia and subject to the Malaysian laws, regulations and jurisdiction. Acceptance of the terms and conditions herein outside Malaysia will not constitute a formal acceptance to this Letter of Offer but will be an expression of your willingness to agree to the terms subject to the Bank's subsequent acceptance.</p>

<p><b>4</b></p>	<p><b>Legal and Valuation Fees and Expenses</b></p>	<p>(a) The following fees and expenses incurred shall be paid by you unless otherwise stated in the Additional Conditions of this Letter of Offer:</p> <p>(i) The legal fees for preparation <del>of</del> and <del>attending to</del> the security documentation of the Tranche 2 Facility including <del>the Bank's</del> legal fees and expenses for the Discharge of Charge / Receipt and Reassignment (if relevant);</p> <p>(ii) Stamp duty, registration fees and any related cost for the preparation and <del>attending to</del> the security documentation of the Tranche 2 Facility;</p> <p>(c) In the event the Tranche 2 Facility is withdrawn or cancelled for whatever reason after <del>the</del> acceptance of this Letter of Offer, you shall be liable to pay <del>all</del> the necessary legal fees and expenses <del>already</del> incurred in connection with the preparation and attending of the security documentation.</p> <p>You shall also liable to pay the valuation charges of the Property in relation to the preparation of the formal valuation report. <del>You understand that if you fail in the payment of any part of these fees and charges, the respective solicitors and/or valuer shall be entitled to recover the same or any part thereof from you through the process of law.</del></p>	<p>(a) The following fees and expenses incurred shall be paid by you unless otherwise stated in the Additional Conditions of this Letter of Offer:</p> <p>(i) The legal fees for preparation and <b>perfection of</b> the security documentation of the Tranche 2 Facility including the legal fees and expenses <b>incurred by the Bank</b> for the Discharge of Charge / Receipt and Reassignment (if relevant);</p> <p>(ii) Stamp duty, registration fees and any related cost for the preparation and <b>perfection of</b> the security documentation of the Tranche 2 Facility;</p> <p>(c) In the event the Tranche 2 Facility is withdrawn or cancelled for whatever reason after <b>your</b> acceptance of this Letter of Offer, you shall be liable to pay the necessary legal fees and expenses incurred in connection with the preparation and attending of the security documentation.</p> <p>You shall also liable to pay the valuation charges of the Property in relation to the preparation of the formal valuation report.</p>
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5	<b>Additional Conditions</b>	<p><del>(c) In the event the Owner/Purchaser of the Property is a company, the Owner/Purchaser must:</del></p> <p><del>(i) Be a private exempt company, the Company's Memorandum of Association and Articles of Association (M&amp;A) confers the Company the powers to provide or grant third party security, and that its directors are duly empowered and authorized in accordance with its M&amp;A to charge the property, including execution of all necessary documents;</del></p> <p><del>(ii) Provide the board Resolution and Shareholders Resolution duly passed in accordance with its M&amp;A to charge the property, including the execution of all necessary documents and confirming that the provision of the security is of commercial benefit to the Company; and</del></p> <p><del>(iii) Covenant that no charge in the company structure is allowed without prior written approval from the bank and to give a written confirmation with regards to the current shareholding of the Owner/Purchaser.</del></p>	<p>(c) In the event the Owner/Purchaser of the Property is a company, the Owner/Purchaser must:</p> <p>(i) Be a private exempt company, the Company's Constitution / Memorandum of Association and Articles of Association (Constitution) confers the Company the powers to provide or grant third party security, and that its directors are duly empowered and authorized in accordance with its Constitution to charge the property, including execution of all necessary documents;</p> <p>(ii) Provide the Board Resolution and Shareholders Resolution duly passed in accordance with its Constitution to charge the property, including the execution of all necessary document and confirming that the provision of the security is of commercial benefit to the Company; and</p> <p>(iii) Covenant that no change in the company shareholding or structure will be effected without prior written consent of the Bank, which consent will not be unreasonably withheld.</p>
6	<b>Execution and Incorporation of Supplemental facility Agreement</b>	<p><del>Notwithstanding your acceptance of this offer, or before the disbursement of the Tranche 2 Facility, the Bank reserves the right to withdraw this offer without assigning any reason therefor.</del></p>	<p>Notwithstanding your acceptance of this offer, or before the disbursement of the Facility, the Bank reserves the right to withdraw this offer if:</p> <p>(i) to continue, may potentially place the Bank (or any other member of the HSBC Group) in breach or potential breach of any applicable laws or regulations;</p> <p>(ii) any information that you have provided is false or</p>

			<p>misleading;</p> <p>(iii) if it is subsequently discovered that there are restrictive covenants or conditions on the title deed of the property charged/ to be charged and/or that there are restrictive clauses in the Sale and Purchase Agreement which may jeopardise or otherwise negatively impact the recovery of the Facility or value of the security granted;</p> <p>(iv) if you have either failed or are unable to fulfil any condition precedents as set out herein or in any other security documents;</p> <p>(v) if arising from public search records of the property and/or developer, we are of the opinion that the Facility, if released, will not for any reason whatsoever be adequately secured;</p> <p>(vi) if any legal proceedings, suit or action of kind whatsoever (whether criminal or civil) is instituted against you and/or any of the security providers; or</p> <p>(vii) there has been a material deterioration in your creditworthiness.</p>
7	Acceptance	<p><del>e) I/We confirm that each disbursement/utilisation of the Tranche 2 Facility, whether partial or otherwise, is subject to the conditions set by Bank Negara Malaysia from time to time and I/we will continue to adhere to the conditions thereof.</del></p>	<p>c) I/We undertake to comply with Bank Negara Malaysia's Foreign Exchange Administration regulations available at <a href="http://www.bnm.gov.my/fxadmin">www.bnm.gov.my/fxadmin</a> at all times and in particular, if I am a Non Resident as defined in the Foreign Exchange Administration regulations, to utilise the loan/financing granted by the Bank solely for the following activities in Malaysia:</p> <ol style="list-style-type: none"> <li>1. Production or consumption of goods or services, other than: <ol style="list-style-type: none"> <li>i. Activities in the financial services sector;</li> <li>ii. The purchase of security or Islamic security;</li> </ol> </li> </ol>

			<p>iii. The purchase of financial instrument or Islamic financial instrument; or</p> <p>2. The construction or purchase of a residential or commercial property excluding the purchase of land only.</p>
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(ii) ANNEXURE FOR CREDIT FACILITY

No	Provision	Previous Clause prior to review	Revised Clause
1	Tranche 2 Payment Terms	<p>(a) Tranche 2 Lease Rentals/Advance Lease Rentals will be <del>charged by us</del> on daily <del>rest basis at the rate stated in the Letter of Offer on the outstanding Tranche 2 Facility Amount and is payable</del> monthly <del>to the Bank by debiting your account.</del></p> <p>(c) The Tranche 2 Monthly Payments shall commence one month from the date of full disbursement of the Tranche 2 Facility or the expiry of the Tranche 2 Availability Period, whichever is the earlier, <del>and thereafter on the same day of each subsequent month or on such other date as shall be fixed from time to time by the Bank.</del></p>	<p>(a) Tranche 2 Lease Rentals/Advance Lease Rentals at the Lease Rental Rate will be calculated daily based on the outstanding Facility Amount from the previous day and is payable monthly in arrears to the Bank. The Bank will debit your account on the due date and you are required to ensure that your account has sufficient funds at all times.</p> <p>(c) The Tranche 2 Monthly Payments shall commence one (1) month from the date of full disbursement of the Tranche 2 Facility or the expiry of the Tranche 2 Availability Period, whichever is the earlier.</p>
2	Tranche 2 Facility Payment and Standing Instruction	<p>(b) <del>The onus of ensuring</del> that such periodical payments are made is on you and accordingly the Bank shall not incur any liability through any refusal or omission to make all or any of the payments.</p> <p>(d) The Bank may <del>conclusively</del> determine the order of priority of payment of any moneys pursuant to this or any order, or cheque drawn on your account or instructions (whether written or otherwise)</p>	<p>(b) Please ensure that such periodical payments is correctly reflected in your accounts are made is on you and accordingly the Bank shall not incur any liability through any refusal or omission to make all or any of the payments.</p> <p>(d) The Bank may determine the order of priority of payment of any moneys pursuant to this or any order, or cheque drawn on your account or instructions (whether written or otherwise) which you have or may</p>

		which you have or may hereafter give to the Bank.	hereafter give to the Bank if there are insufficient funds in your account. However the priority of payments from your account will generally be on the basis of instructions (including standing instructions) first received.
3	<b>Prepayment and Redrawal of Facility</b>	<p>You may make prepayment to your account subject to the following conditions:</p> <p>(a) Amount paid to the account will be firstly applied towards settlement of <del>all payments due, which may include Tranche 2 Monthly Payment, late payment charges, takaful contribution, service fee and charges. Any surplus will then be applied as prepayment to reduce the outstanding Tranche 2 Facility Amount.</del></p>	<p>You may make a prepayment to your account subject to the following conditions:</p> <p>(a) Amount paid to the account will be firstly applied towards settlement of purchase price and lease rental, followed by outstanding fees and charges. Any surplus will then be applied as prepayment to reduce the outstanding Tranche 2 Facility Amount.</p>
4	<b>Tranche 2 Terms and Conditions</b>	<p>(a) All terms and conditions including Tranche 2 Lease Rental rates, fees and charges stipulated are current and subject to applicable tax, if any and may be <del>changed</del> by the Bank from time to time and/or <del>as per</del> Bank Negara Malaysia (BNM)'s directives.</p> <p>(b) <del>The Bank retains the right to reduce the Tranche 2 Facility Limit at any point of time within the Tranche 2 Tenure provided that 1 months' notice is issued to you.</del></p> <p>(d) <del>This Tranche 2 Facility is subject to review at any time by the Bank and, in any event of default and subject to our</del></p>	<p>(a) All terms and conditions including Tranche 2 Lease Rental rates, fees and charges stipulated are current and subject to applicable tax, if any and may be varied by the Bank from time to time and/or pursuant to Bank Negara Malaysia (BNM)'s directives with prior notification to you.</p> <p>(b) Where the facility granted (or any part thereof) is an overdraft facility (<b>Overdraft Facility</b>), the facilities are callable and repayable on demand by the Bank. The Bank retains the right to reduce or cancel the undrawn Overdraft Facility limit at any point in time and where the Overdraft Facility has been utilised the Bank reserves the right to withdraw or terminate the facilities at any time provided that one (1) month's prior notice is issued to you.</p> <p>(d) This Tranche 2 Facility shall become due and immediately payable on demand by the Bank on an event of default. Until such</p>

		<p><del>customary overriding right of payment on demand and subject to there being no breach of applicable guidelines as issued by Bank Negara Malaysia and/or the policies of the Bank in effect from time to time governing continued operations of the customer's current account (regardless of whether any overdrawn thereon has been granted or otherwise) to a right of closure.</del></p> <p>(e) Inspection and valuation of the property may be obtained by the Bank <del>from time to time</del> from a firm of approved valuers, the cost <del>of which</del> will be charged to <del>your account</del>.</p> <p>(i) If the effect of any, or a change in any, law or regulation is to increase the cost to us of advancing, maintaining or funding this Tranche 2 Facility or to reduce the effective return to us, we reserve the right to <del>require payment on demand of such amounts as we consider necessary to compensate us therefore.</del></p> <p>(k) The Bank reserves the right to recall the Tranche 2 Facility if not used for the purpose granted or if used for an illegal or speculative purpose.</p> <p>(l) <del>Notwithstanding that you may have accepted this offer and/or that all agreements and security documents relating thereto have been executed by all concerned, the Bank reserves the right and at no liability whatsoever shall attach to the Bank in so doing, to abrogate or withdraw this offer and/or to withhold the disbursement or the release of</del></p>	<p>a demand is made by the Bank, the Facility is payable in the manner stated in this Letter of Offer.</p> <p>(e) Inspection and valuation of the property may be obtained by the Bank <del>as and when necessary</del> from a firm of approved valuers. The cost will be charged to <del>you unless the valuation is part of the Bank's periodic risk management process.</del></p> <p>(i) If the effect of any, or a change in any, law or regulation is to increase the cost to us of advancing, maintaining or funding this Tranche 2 Facility or to reduce the effective return to us, we reserve the right <del>to increase the lease rental to reflect such costs increase.</del></p> <p>(k) The Bank reserves the right to recall the Tranche 2 Facility if not used for the purpose granted or if used for an illegal or speculative purpose <del>or if you are otherwise in breach of any representation or undertakings.</del></p> <p>(l) <del>deleted</del></p>
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		<p><del>the Tranche 2 Facility in any of the following events:</del></p> <ul style="list-style-type: none"><li><del>(i) if it is subsequently discovered that there are restrictive covenants or conditions on the title deed of the property charged or to be charged and/or that there are restrictive clauses in the Sale and Purchase Agreement and which in our opinion is deemed to be unfavourable to us or which may jeopardise, endanger or threaten our eventual recovery of the Tranche 2 Facility;</del></li><li><del>(ii) if you have either failed or are unable to fulfil any condition precedents as set out herein or in any other security documents;</del></li><li><del>(iii) if we are of the opinion that the Tranche 2 Facility, if released, will not for any reason whatsoever be adequately secured;</del></li><li><del>(iv) if any legal proceedings, suit or action of any kind whatsoever (whether criminal or civil) is instituted against you and/or any of the security providers.</del></li></ul>	
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