

HSBC Amanah Personal Financing-i ("Facility") Terms and Conditions

As the Applicant applying for the Facility with HSBC Amanah Malaysia Berhad ("the Bank"), you agree to be bound by, and accept the Terms below.

1. APPLICATIONS

You agree that the Bank may decline this application and need not provide any reason or justification for its decision. If you withdraw the application at any time after submission (but before it has been approved or rejected), you shall be liable for all legal expenses, charges and disbursements incurred by the Bank.

2. APPLICANT'S DECLARATIONS

You declare the following: You are not an undischarged bankrupt. You are not insolvent. You have no bankruptcy proceedings pending against you. You will not utilise any part of the Facility Amount towards purchase of property to be financed/charged to the Bank or HSBC Bank. No Event of Default has occurred or is continuing. The Bank relies on these declarations whether or not it conducts any checks of its own in processing this application. You agree that if any of the above is untrue:

- a) the Bank may demand immediate payment of the Bank's Selling Price or the unpaid balance thereof, and
- b) you must compensate the Bank for any loss.

3. USAGE OF MONIES

The Bank does not require you to use the Facility for any specific purpose and you agree that you will not use it for a purpose against the principles of Shariah.

4. FACILITY CREATED THROUGH MURABAHAH TRANSACTIONS

Upon approval of the Facility, the Bank will act as your sole and exclusive agent in buying and selling Shariah compliant commodities to provide you with this financing through the following Commodity Murabahah transactions:

Step 1: You buy Shariah compliant commodities from the Bank at the Bank's Selling Price (Cost Price plus profit at the Profit Rate p.a.).

Step 2: You sell your Shariah compliant commodities through DD&Co or Bursa Suq Al-Sila' (of Bursa Malaysia) (or such other commodities exchange) at the Cost Price (Facility Amount).

Step 3: The Cost Price (Facility Amount) shall be paid to you by a credit into your accounts, one of which must be a deposit account: (a) opened with, or (b) an existing account with the Bank or HSBC Bank Malaysia Berhad ("HSBC Bank") in your sole name. If you have no such account, you authorise the Bank to open an HSBC Amanah Account-i for you and agree to be bound by the Bank's Universal Terms and Conditions governing the account which are available at www.hsbcamanah.com.my.

5. ACCOUNT ACTIVATION (WHERE RELEVANT)

If the Bank opens an HSBC Amanah Account-i for you, you must activate the account within the time stated in the Approval Advice sent to you by visiting any of the Bank's or HSBC Bank branches. In certain circumstances, as set out in the Bank's Universal Terms and Conditions governing the account or if the Bank makes a discovery or finding of any adverse credit checks the Bank may not allow the activation and is entitled to reverse all entries and terminate the Facility.

6. WHAT YOU HAVE TO PAY

You shall pay the Bank's Selling Price to the Bank. The Bank's Selling Price refers to the Cost Price (Facility Amount) plus profit at CPR p.a. (where profit at CPR equals to Cost Price (Facility Amount) x 20% p.a. x agreed Payment Period). Your Monthly Payments will be based on the Effective Profit

Rate (EPR) as stated in Product Disclosure Sheet (where profit at EPR equals to Cost Price x EPR refers to The Bank's Net Effective Payment). The aggregated profit based on EPR over the entire Payment Period will be the same as the flat rate (as stated in section 2 above) in relation to the Facility Amount. The Bank shall grant you a rebate equivalent to the difference between the CPR and EPR. EPR shall not exceed CPR at all times.

7. HOW AND WHEN SELLING PRICE TO BE PAID

Subject to Clause 11 below, you shall pay the Bank's Selling Price (taking into account the rebate that will be granted) by the number of, and in the amount of monthly payments ("Payments") as stated in the Approval Advice. The first Payment shall be paid on a date as advised in the same Approval Advice by way of debiting your account on the said date or on such other date fixed by the Bank if not practicable. The Approval Advice shall be read as part of this Form, but the former shall prevail in the event of inconsistency. Subsequent monthly payments shall be debited on or before the corresponding day of each subsequent month. You hereby effect a standing instruction in accordance with Clause 20 below. If there are insufficient funds in your account to cover a Payment or if the amount cannot be debited for any other reason, the Bank may ask you to pay cash or via instant transfer in order to effect immediate payment.

8. PAYMENT REMINDER VIA SMS

You agree that the Bank may send payment reminders via Short Message Service (SMS) to your Mobile Number as indicated in this Form or to the latest Mobile Number as provided by you to the Bank. The recipient viewing the same (if not you) shall be treated by the Bank as having been expressly authorised to view the SMS.

9. LATE PAYMENTS CHARGES

If you fail to make any Payment or pay any other amount payable when due, or the outstanding Bank's Selling Price in full when demanded (where these Terms allow for such demand), you shall pay late payment charges to the Bank calculated on a daily basis in the manner prescribed by Bank Negara Malaysia. As of now, late payment charges are:

- One per cent per annum (1% p.a.) on the outstanding payments calculated from overdue date until date of full payment during the Facility tenure or until judgment date (whichever is earlier); or
- such rate per annum as determined by the Bank from time to time provided that such rate shall not at any time exceed the prevailing IIMM-rate (IIMM-rate is the daily weighted average overnight rate for Mudarabah interbank investment quoted in Malaysia's Islamic interbank money market) on the outstanding Bank's Selling Price after expiry of the Facility tenure or after judgment date (whichever is earlier); and such late payment charges will not be compounded. The right to late payment charges shall not prejudice any of the Bank's other rights.

10. BANK'S RIGHT TO SET-OFF

The Bank may set-off or apply any credit balance in your accounts maintained with us against any outstanding balance of the Facility.

11. FACILITY SUBJECT TO THERE BEING NO EVENTS OF DEFAULT

The Facility shall be cancelled and shall be payable on demand if:

- a. you default in payment; or
- b. you have given incomplete, misleading or incorrect information to the Bank in this Form or in relation to your application for the Facility; or
- c. you fail to observe or perform any of the covenants or obligations on your part under the Facility; or

- d. you pass away or become of unsound mind; or
- e. you are unable to pay any of your debts; enter into an arrangement or composition with your creditors or
- f. you commit an act of bankruptcy or have a petition presented against you for bankruptcy; or
- g. you have any court action against you or enforced upon any of your properties; or
- h. you undergo any change or threatened change in circumstances or financial condition which in the Bank's opinion, would materially and adversely affect your ability to perform your obligations under the Facility, or any other agreement with the Bank; or
- i. you have any of your current accounts closed by any bank; or
- j. any applicable law or regulations, making it unlawful for the Bank to comply with its obligations or to allow the Facility to continue.

12. STAMP DUTY, SOLICITORS' FEES AND OTHER COSTS

You are responsible to pay all stamp duty and solicitors fees incurred in connection to the provision and enforcement of the Facility. If you fail to do so, such amount may be debited to your account(s) with the Bank after prior written notice.

13. INDEPENDENT ADVICE AND VERBAL REPRESENTATIONS

When applying for this Facility, you are responsible for assessing these Terms. You are to seek your own independent legal, tax and Shariah advice on them. You confirm that you are not relying on anything the Bank's staff: or representatives have purported to advise, represent or promise that is not expressly stated in these Terms. You are to seek your own independent legal, tax and Shariah advice.

14. APPLICATION OF MONIES RECEIVED

The Bank will apply any monies received firstly for Payments, then for other outstanding monies. The Bank has the discretion to revise these priorities as it sees fit. If any amount received in payment or recovered in enforcement is less than the amount then due, the Bank shall apply that amount in such proportions and order of priority and generally in such manner as it may determine.

15. EARLY SETTLEMENT

You may make early settlement of the unpaid balance of the Bank's Net Effective Payment in whole and not in part by giving the Bank at least one (1) month's prior written notice of early settlement. Notice of early settlement, once given, is irrevocable. You may be treated as if you had defaulted on a payment that is due if you fail to make payment, and the Bank may exercise any of its rights in these Terms accordingly. You understand that early settlement of the Bank's Net Effective Payment (including any early settlement arising from a demand made pursuant to an Event of Default, or if payment is made under the terms of Takaful Coverage, where applicable) will not reduce the amount that you are obligated to pay, but the Bank will grant you a rebate (Ibra') on the Bank's Selling Price for any early settlement made based on the Bank's calculation. The Bank will also grant you a rebate (Ibra') if the amount due is recovered by legal process and received before the end of the Facility tenure.

16. CONSENT TO BANK TO COLLECT, PROCESS, DISCLOSE INFORMATION AND CARRY OUT CREDIT CHECKS

You voluntarily give your irrevocable explicit consent to the Bank to process information relating to the Facility, your account and other facilities presently held, or which may subsequently be opened or obtained (including personal data) ("Information") for the purposes as per HSBC Bank's PDPA notice (including for the Bank to transfer Information relating to third parties listed in HSBC Bank's PDPA notice) and in the manner described in the Bank's Generic Terms and Conditions, Clause 10

"Collection, Processing and Sharing of Customer Information" (available at the Bank's website www.hsbcamanah.com.my or upon request). You also give your irrevocable consent:

- 1) to the Bank to carry out credit checks and obtain credit reports and information on you from time to time, from any credit reporting agency registered under the Credit Reporting Agencies Act 2010 (as listed on the Bank's website at www.hsbcamanah.com.my), and
- 2) to the disclosure of such credit reports and information to the Bank, and
- 3) that the consent given is for as long as my account-i(s) are maintained with the Bank.

17. EXERCISE BY THE BANK OF ITS AVAILABLE REMEDIES

The Bank may exercise any right, power or remedy it may have, whether it is stated here or conferred upon it by law even after a delay. All rights and powers of the Bank in law or equity are exercisable even if they overlap with any rights and powers in these Terms. If the Bank does not act when it is entitled to, that does not mean it:

- (a) has agreed to a breach by you; or
- (b) has given up its right; or
- (c) is prevented from acting later.

Where the Bank has expressly waived a default by you, this shall not impair the Bank's right, power or remedy in respect of any other default by you, whether occurring prior or subsequent to the waiver.

18. TAKAFUL COVERAGE

If you elect for the Bank to arrange Takaful Coverage, you declare that the salient terms of the coverage have been made known to you. These include, but are not limited to, the situations where the Takaful Operator will not make payment under the terms of the coverage, and where the coverage may not wholly pay your obligations under the Facility.

19. HOW TO DEAL WITH INVALIDITY OF TERMS

If any of these Terms are prohibited or unenforceable by law or found to be contrary to Shariah principles, the remaining Terms shall remain valid, or continue to be valid in any other jurisdiction where the law or Shariah interpretation provides that it is valid.

20. STANDING INSTRUCTIONS FOR PAYMENT

You hereby put in place a Standing Instruction Payment Order with the Bank on your savings/current account for the amount of, and number of Payments on the due dates as payable by you from time to time. This Order shall be subject to the Bank's applicable terms for acceptance of Standing Instruction Orders which include: You must ensure there are sufficient funds at all times in your account to meet the payments due and you agree that the Bank has a right to levy a charge for any failed payments under the Order if there are insufficient funds. You acknowledge that while the Bank will endeavor to effect payments under the Order we may in some circumstances not be able to do so or may reasonably consider it inappropriate to do so, and in such an event we will notify you and we shall not be liable to you for our omission or refusal. The Order is subject to any arrangement subsisting or which may subsequently subsist between you and the bank affecting your account, or any banking accommodation afforded to you. The Bank conclusively determines the priority of payment of any monies from the Customer's account, for example whether the Order, any other order or instruction, or any cheque drawn on his account, is to be paid before the others. You agree the Order will remain effective notwithstanding your death or bankruptcy until notice thereof in writing is received by the Bank. If your savings/current account is with HSBC Bank, and you intend the Standing Instruction Payment Order to be against such account instead, you hereby irrevocably authorise HSBC Bank to effect such Standing Instruction Payment Order for the amount of, number of payment to be paid to the Bank under the Facility on the due dates as payable by you from time to time.

21. NOTICES BY THE BANK TO YOU

The Bank may give you a notice or demand or other correspondence in writing by: delivering it personally; sending it by ordinary post to any of the addresses given in this Form or such other addresses you subsequently notify the Bank of in writing. You shall be deemed to have received any notice or other correspondence from the Bank, if: delivered personally, when so delivered; sent by post (which in this Clause shall not mean AR Registered post), on the third day after posting, notwithstanding that the postal authorities subsequently returns it. A demand or any court process (including summons) may be sent to you by registered post and if sent by registered post to any of your addresses given in this Form or last known to the Bank, shall be deemed to be given on the third day after posting notwithstanding the postal authorities subsequently returns it. You agree you must notify the Bank in writing of any change of address.

22. EVIDENCE OF AMOUNTS OWING

You agree that:

- any admission or acknowledgment in writing by you or by any person authorised on your behalf; or
- a judgment (including a judgment in default) obtained against you; or
- a certificate showing your indebtedness signed by an officer of the Bank, shall in the absence of manifest error be binding and conclusive evidence that you owe monies to the Bank under the Facility in a court of law.

23. GOVERNING LAW, JURISDICTION AND TIME

The Facility is governed by Malaysian law. You accept the non-exclusive jurisdiction of the Malaysian courts. This however does not mean the Bank cannot take proceedings against you in another jurisdiction where it is reasonable for us to do so (for example if you are resident in that jurisdiction). Where a time is stipulated for you to perform any of your obligations, time shall be of the essence.

24. ASSIGNMENT OR TRANSFER

You cannot assign or transfer any of your rights and obligations without the consent of the Bank. The Bank may assign or transfer any rights it has to any party and need only give you a notice in writing, or enter into more formal agreements (which you hereby agree to execute if so requested by the Bank). If so, the Terms of the Facility will apply in the favour of that party as if that party was the Bank from the elective date specified in the notice or agreement and the Bank shall thereafter be released from such rights, benefits and/or obligations under the Facility.

25. GENERIC TERMS & CONDITIONS ("GTC") SHALL APPLY

The Facility is also subject to the Bank's Generic Terms and Conditions, Clause 8 "Financial Crime Risk Management Activity", Clause 10 "Collection, Processing and Sharing of Customer Information", Clause 14 "Tax Compliance", Clause 33 "Conflict & Order of Priority" and Clause 41 "Definitions", which may be amended from time to time in accordance with Clause 7 "Amendment of Terms and Conditions" (available at the Bank's website www.hsbcamanah.com.my or upon request).