

Ref No. :  
Date :  
To :  
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**LETTER OF OFFER: PERSONAL FINANCING-I FACILITY FOR GOVERNMENT SERVANT**

We refer to the above and are pleased to inform you that RHB Islamic Bank Berhad ("the Bank") has approved the above financing facility ("Facility") subject to the following terms and conditions:

- 1. CUSTOMER** : Name : .....  
NRIC No: .....  
Phone No: .....(Home)  
.....(Mobile)
- 2. GOVERNING LAWS** : Laws of Malaysia
- 3. FACILITY** : **Type of Facility/Amount:**  
Personal Financing-i Facility under the concept of Commodity Murabahah via Tawarruq arrangement in the sum of Ringgit Malaysia .....  
..... (RM.....)  
(hereinafter referred to as "Facility Amount") only or such amount to be approved by the Bank subject to the Bank's internal credit evaluation and clearance for which the sum approved and other relevant terms shall be communicated to the Customer via short messaging service ("SMS") or other forms of Notice.
- 4. PURPOSE** : The Facility is to be utilised for the personal use of the Customer. The Customer acknowledges and agrees that the Facility shall not be utilised for any non-halal goods or services failing which, the Bank has the right to terminate and recall the Facility immediately.
- 5. SPECIFIED COMMODITY** : Any commodity as determined by the Bank which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from the Bank as to the quality, condition, quantity and description and without liability on the part of the Bank for any loss, damage or deterioration.
- 6. MODE OF FINANCING** : Upon Customer's acceptance of this Letter of Offer, Customer shall issue an irrevocable Commodity Purchase Order in the form set out in Annexure 2 made to the Bank. The Bank shall initiate commodity trading with a commodity broker ("Broker A") on immediate payment term for the purchase of a Specified Commodity which is equivalent to the Facility Amount.

Upon the Bank taking delivery of the Specified Commodity from Broker A, the Bank shall issue an SMS to the Customer offering to sell the Specified Commodity at a marked-up price and on deferred payment basis ("Bank's Sale Price").

The Customer will appoint the Bank as its sole and exclusive agent to sell the Specified Commodity to another commodity broker ("Broker B") on immediate payment term as set out in the Seller's Offer in the sum equivalent to the Facility Amount. Customer agrees that he/she shall not revoke this agency appointment as long as the Facility remains available. All the actions of the Bank as the agent on Customer's behalf shall remain binding on the Customer and not be affected by any event taking place which may have the effect of revoking this appointment unless the Bank has actual knowledge of such event. In consideration of the Bank acting as the Customer's agent, the Customer shall indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain or incur as result of acting as his/her agent.

Upon disbursement the Customer will be issued with a Murabahah Sale Offer Letter in accordance with the SMS sent out.

The Customer's acceptance of the Bank's offer as contained in the SMS or the Murabahah Sale Offer Letter and the Customer's onward sale to Broker B (either (i) by replying "YES" to the SMS\* or (ii) by the Customer's written acceptance of the Murabahah Sale Offer Letter in the form set out in Annexure 3\*\* followed by the Customer's issuance of a Seller's Offer as set out in Annexure 4) will, subject to any variations to be informed by Notice from the Bank, constitute a:

- (a) debt on the Customer whereby the Customer covenants to the Bank to pay the Bank's Sale Price in the amount/ rate/ instalment as contained in the SMS and in the manner as contained in this Letter of Offer;
- (b) disbursement of the Facility Amount whereby, the proceeds from the sale to Broker B will be deposited/ credited into the Customer's account and shall be deemed to be a full disbursement under the Facility.

*\*Note: a "KEEP" reply to the SMS will signify that the Customer will take delivery of the Specified Commodity whereby all costs (including but not limited to transportation and storage) involved in taking delivery will be fully borne by the Customer. A "CANCEL" reply to the SMS or a non-reply will be deemed as that the Customer does not wish to proceed with the Facility.*

*\*\*Note: in the event the Customer issues a Murabahah Sale Acceptance Letter as per Annexure 3, the disbursement of the Facility will proceed via the issuance of a Seller's Offer (in the form set out in Annexure 4). If there is discrepancy between the SMS reply and the Murabahah Sale Acceptance Letter, the SMS reply will prevail.*

- 7. FINANCING TERM/DURATION : ..... months subject to any variation to be informed by notice from the Bank.
- 8. BANK'S SALE PRICE OF THE COMMODITY (SALE PRICE) : Ringgit Malaysia.....  
(RM.....) subject to any variation to be informed by notice from the Bank.
- 9. PROFIT RATE : ..... % p.a subject to any variation to be informed by notice from the Bank.
- 10. METHOD OF PAYMENT OF BANK'S SALE PRICE (INSTALMENT) : 

<u>Duration</u>	<u>Monthly payment*</u>
.....months	RM .....
*Final month	RM .....

Any variation to the monthly payments ("instalment payments") and the duration for

payment of the Sale Price will be communicated by the Bank to the Customer by Notice from the Bank from time to time, provided that the Sale Price shall remain unchanged.

The first instalment payment to the Bank shall be made one month after the proceeds from the sale to Broker B is deposited/ credited into the account of the Customer (on a point to point basis) and the subsequent instalment payments shall be paid on the corresponding date of the subsequent months until the Bank's Sale Price is paid in full.

Should there occur any non-payment, insufficient instalment payment or shortfall in instalment for reasons (including but not limited to) of insufficient fund, the Customer shall immediately pay the instalment payment or shortfall amount directly to the Bank, upon notification of the same from the Bank.

*\*The monthly payment comprises of Bank's Sale Price and collection cost of 2% (of the monthly instalment) as imposed by Biro Perkhidmatan Angkasa or I.Destinas Sdn. Bhd.  
\*\*Final instalment payable can be higher or lower than ordinary monthly instalment, depending on the balance of the Bank's Sale Price remaining unpaid by the final month.*

- 11. COMPENSATION (TA'WIDH) PAYABLE ON THE FACILITY** : The Customer shall be liable to pay the Bank compensation as follows :
- (1) for any failure on the Customer's part to pay the payment due under the Facility from the date of first disbursement until the date of maturity of the Facility, the compensation rate that shall be applied is one percent (1%) per annum:
    - (a) on the overdue amount in case of default of scheduled payments; or
    - (b) on the outstanding balance of the Facility in case of default causing the Facility to be terminated or brought to court for judgement prior to the expiry of the Facility.
  - (2) for any failure on the Customer's part to pay any amount overdue and which failure continues beyond the tenor of the Facility or after judgement is obtained (whichever is earlier), at such rate per annum as determined by the Bank from time to time (before as well as after judgement) provided the applicable compensation rate shall not at any time exceed the prevailing Bank Negara Malaysia's Islamic Interbank Money Market Rate on the total outstanding balance of the Facility calculated on daily rest basis; and
  - (3) the amount of such compensation shall not be compounded;
- or by any other method approved by the Shariah Advisory Council of Bank Negara Malaysia.
- 12. DISBURSEMENT** : The Facility shall be available for disbursement upon completion of the financing processes and fulfilment of the conditions precedent as stated herein. The disbursement of the Facility shall be made in lump sum basis pursuant to the sale of the Specified Commodity to the Broker B, and shall be deposited directly into the Customer's account or if authorised by the Customer, the disbursement may be made to the list of payees as per Appendix 1.
- 13. PREPAYMENT** : It is hereby agreed that notwithstanding any provision for the payment of the Facility hereinafter contained, the Customer may at any time prepay the whole of the Bank's Sale Price subject to rebate (Ibra') as the Bank may consider to give, PROVIDED THAT a written notice of one (1) month prior to the intended date of prepayment is given in advance to the Bank.
- 14. REBATE (IBRA')** : (a) The Bank shall grant rebate (Ibra') on any amount payable by the Customer in respect of any payment due under the Facility in any of the following situations:
  - i) any early settlement or early redemption by the Customer including prepayment;

- ii) any settlement of the Facility due to any financing restructuring exercise by the Customer;
- iii) any settlement by the Customer upon occurrence of the Event of Default; and
- iv) any settlement by the Customer in the event of termination or cancellation of the Facility before the expiry of the Facility period.

Rebate (Ibra') = \*Remaining Unearned Profit – Early Settlement Charges (if any).

*\*Remaining Unearned Profit is equal to unrealised profit at the time of full settlement*

(b) The calculation of rebate (Ibra') shall be made in accordance with any rules, regulations and/ or directives (whether or not having the force of law) required of or imposed upon the Bank from time to time and at any time by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.

- 15. ACCOUNT** : The Customer has the option to open and maintain a deposit account with the Bank or may specify his account with other Financial Institutions ("the Account") and hereby agree that the disbursement of the Facility shall be made directly into the Account.

The Customer hereby irrevocably and unconditionally authorises the Bank at any time and from time to time without reference to the Customer and without any obligation whether in law or equity to do so, debit the Account with the Bank for any payment due under or pursuant to the Facility, including payment of the instalment.

- 16. TAKAFUL** : The Customer shall take up a personal Takaful plan to secure the payment under the Facility either from a Takaful operator listed on the Bank's panel of Takaful operators or from any other legitimate Takaful operator of their choice. The Takaful contribution payable shall be deducted from the Facility amount prior to disbursement of the Facility to the Customer.

- 17. APPOINTMENT OF COLLECTION AGENT** : The Bank shall have the right to appoint an agent of its choice to collect all and any sums due to the Bank from the Customer under this Letter of Offer.

- 18. CONDITIONS FOR DISBURSEMENT** : The Facility shall be available for utilisation subject to the Conditions Precedent as stated in paragraph 2 of Annexure 1 (General Terms and Conditions) annexed hereto.

If the Customer fails to comply with any of the conditions precedent and the shariah principles, the Customer shall not be entitled to utilise the Facility whereby the Bank shall be entitled to recall the Facility without any prior notice and the Customer shall reimburse and/or indemnify the Bank for all costs and expenses (including legal costs and expenses) incurred by the Bank in connection with the approval and/or grant of the Facility to the Customer.

- 19. PRE AND POST DISBURSEMENT CANCELLATION** : The Bank has the right to cancel the Facility offered, at any time before or after disbursement, should there be discovered any breach of shariah principles and material omission of facts not disclosed or wrongly represented that may change the creditworthiness of the Customer and the Customer's ability to perform his/her obligation without assigning any reasons thereto.

20. **FEES COSTS AND OTHER EXPENSES** : All charges, legal and professional fees, stamp duties, present and future taxes, withholding or other deductions whatsoever, incidental to the Facility including the Bank's solicitors fees on a solicitor-client basis and/or if any monies hereby granted shall be required to be recovered by any process of law or by the Bank's solicitors shall be borne by the Customer.
21. **INFORMATION DISCLOSURE** : The Bank shall have the right to disclose any information relating to the Customer, any person providing security(ies) for the Facility and the Facility to:
- a) Bank Negara Malaysia, the Central Credit Bureau, Cagamas Berhad and such other authorities as may be authorised by law to obtain such information;
  - b) its auditors, legal counsel and other professional advisers;
  - c) Companies which are now or in future may be within the RHB Banking Group;
  - d) Dishonoured Cheques Information System;
  - e) I.Destinasi Sdn. Bhd. (IDSB) and Biro Perkhidmatan Angkasa;
  - f) pursuant to any subpoena or other legal provisions or in connection with any legal action suit or proceeding relating to the Facility;
  - g) pursuant to any law; and
  - h) any potential assignee, participant in the secondary debt market, novatee of the Bank's right in relation to the Customer or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.
22. **AMENDMENTS AND / OR ADDITIONAL TERMS** : a) The Bank may at any time hereafter at the Customer's request convert and/or vary all or any part of the Facility hereby granted into another facility or facilities and in such an event, the liability or obligations hereunder created shall continue to be valid and binding for all purpose whatsoever up to the Bank's Sale Price notwithstanding such addition or change and subject to such variations as shall be informed by the Bank (whether implied by law or trade usage governing or applicable to the addition or changes).
- b) Notwithstanding any provision to the contrary, the terms of this Letter of Offer may, at any time or from time to time, be varied by the Bank and where the variation is material, notice will be given to the Customer, PROVIDED THAT such amendment or variation are subject to and shall be in compliance and in conformity with Shariah principles, and thereupon, the amendments and variations shall be deemed to have been made and shall be read and construed as having formed part of this Letter of Offer at the time of execution.
23. **NOTIFICATION ON CHANGES IN EMPLOYMENT STATUS** : The Customer shall forthwith inform the Bank of the following changes in Customer's service:
- a) Customer's resignation or retirement from the service with the Government of Malaysia ("Government");
  - b) Customer's termination from the service with the Government; or
  - c) Customer's transfer to another Government's department.

For circumstances (a) and (b) above, for instalment payments previously made via I.Destinasi Sdn. Bhd. (IDSB) and/or Biro Perkhidmatan Angkasa, the Customer shall thereafter pay the instalment payments directly to the Bank.

24. ANNEXURES

: The terms and conditions set out in Annexure 1 attached hereto form an integral part of this Letter of Offer. However, in the event of any conflict or discrepancy between this Letter of Offer and the Annexure, for the purpose of interpretation this Letter of Offer shall prevail.

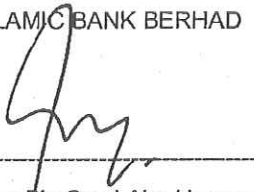
We shall be obliged if the Customer could confirm their acceptance of this Letter of Offer on the foregoing principal terms by signing and returning the attached duplicate of this letter within fourteen (14) days from the date hereof.

Should the Customer have any query or requires any clarification on the offer, please do not hesitate to revert to the undersigned at telephone number: 03-21715000.

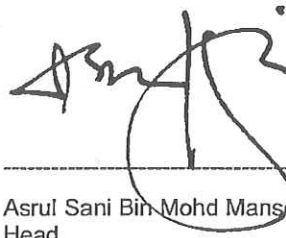
Thank you.

Your faithfully,

For RHB ISLAMIC BANK BERHAD



Syed Hazman Bin Syed Abu Hassan  
Head, Credit Operations  
Cards and Unsecured Business



Asrul Sani Bin Mohd Mansor  
Head,  
Cards and Unsecured Business

CUSTOMER'S ACCEPTANCE

TO : RHB ISLAMIC BANK BERHAD

I, the undersigned, hereby confirm that I have read the terms and conditions set out in this Letter of Offer and in its Annexures and have agreed to the same.

I hereby accept the Facility upon the terms and conditions mentioned above and in the Annexures hereto and I shall respond to the Bank's SMS within 3 working days from the date the first SMS is sent to me.

I hereby declare and confirm to the Bank that I am not related to/a guarantor to any of the directors, controlling shareholders, officers, members of Shariah Committee of the RHB Banking Group and their respective close relatives which include spouse and dependents of the spouse, child (including step/adopted child) and spouse of the child, parent and brother or sister and their spouses.

I shall not dispute the contents of the faxed copy of the application form received by the Bank which shall be deemed as the original application and I shall produce the original application to the Bank upon request. I, agree to abide by the Anti-Money Laundering and Anti-Terrorism Financing laws of Malaysia. I have been briefed on the description and benefits pursuant to the Product Disclosure Sheet that has been given to me on the RHB Islamic Personal Financing-i for Government Servant herein.

It is also hereby agreed that notwithstanding any provision for the payment of the Facility hereinbefore contained, I may at any time prepay the whole of the Bank's Sale Price as the Bank may accept provided that prior written notice of one (1) month is given in advance to the Bank.

I hereby expressly consent and authorize the Bank to use, collect, record, store, share and process my personal information, including, without limitation, my contact details, background information, financial data and other information relevant to my application for the product and / or service which

- (a) I have provided in this form or through any other contact with RHB Banking Group (which shall include RHB's holding company(s), subsidiaries, and any associated company),
- (b) has been obtained from analysis of my payment and other transactions / services within the RHB Banking Group, or
- (c) has been obtained from third parties such as employers, joint applicants / account holders, guarantors, legal representatives, industry / financial related associations, credit bureaus or credit reference agencies, retailers, social networks and fraud prevention agencies or other organisations, for any and/or all of the following purposes ("Purpose"):

- (i) providing this product and/or service and notifying me about important changes or developments to the features;
- (ii) updating and managing the accuracy of RHB Banking Group's records;
- (iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- (iv) assessment and analysis including credit / lending / insurance risks / behaviour scoring / market and product analysis and market research (if any);
- (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of my indebtedness and recovering debt that I owe to the Bank (if any);
- (vii) maintaining my credit history for present and future reference (if any);
- (viii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank to evaluate my transactions which are intended to be the subject of the assignment, participation or sub-participation (if any); and
- (ix) protecting RHB Banking Group's interests and other ancillary or related purposes.

I consent and agree to the Bank disclosing my personal information to other companies within the RHB Banking Group, service providers, merchants and the Bank's strategic partners, vendors including debt collection agencies, professional advisers, industry / financial related associations, credit bureaus or credit reference agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose. I further consent to the disclosure and/or transfer of my personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses my personal information for the Purpose only. I understand and acknowledge that it will be necessary for the Bank to process my personal information for the Purpose, without which the Bank will not be able to provide the product and/or service that I have requested from the Bank.

Where I have provided personal and financial information relating to others (e.g. joint-applicant, spouse, related parties and/or emergency contact persons) for the Purpose, I represent and warrant that I have their consent or that I am otherwise entitled to provide their information to the Bank. I further understand that I may request for access to correction or deletion of my personal information or limit the processing thereof (including personal data of others provided by me) at any time hereafter and that any inquiries or complaints with respect to my personal information may also be channelled to the Bank by submitting such request to the Bank via post, email or facsimile transmission to the following address:

**Customer Care Centre**  
RHB Banking Group  
Level 7 Menara AA  
Jalan Tun Razak  
50400 Kuala Lumpur  
Malaysia  
Facsimile number: +603 9206 8088  
email: [customer.service@rhbgroup.com](mailto:customer.service@rhbgroup.com)

I acknowledge that RHB Banking Group may modify or update this privacy notice to reflect any changes to its privacy practices. In any case, I understand that an updated version of this notice is available on [www.rhbgroup.com](http://www.rhbgroup.com) and I may periodically review this website to obtain the latest information on the RHB Banking Group's privacy practices.

**CONSENT FOR CROSS SELLING, MARKETING, PROMOTIONS, ETC.**

I expressly consent and authorize the Bank to process any information that I have provided to the Bank for the purposes of cross selling, marketing and promotions including administering offers and competitions, including disclosure to other companies within the RHB Banking Group, its agent, servant and/or such persons or third parties as the Bank may deem fit.

Yes       No



To: RHB Bank Berhad (Co. No.6171-M)

Debiting of Account with RHB Bank Berhad

Subject to Clause 11 of Annexure 1, I have Current or Savings Account(s) including joint account(s) with any other person with RHB Bank Berhad, I irrevocably authorise RHB Bank Berhad to debit my account(s) with you and pay such proceeds to RHB Islamic Bank Berhad ("the Bank") for any amount due from me to the Bank hereunder even if such debiting causes an overdrawn position or any existing overdraft limit to be exceeded due to insufficient funds in my RHB Bank Berhad's account(s), and I agree to bear the financial consequences of such overdrawn or excess according to the terms and conditions imposed by you.

I,

.....  
Name : .....  
NRIC No. : .....  
Date : .....  
Phone No. : ..... (Home) ..... (Mobile)

---

For Bank's Use,

Verified by,

.....  
Name : .....  
NRIC No. : .....  
Date : .....

**APPENDIX 1**  
**(Clause 12)**  
Settlement Instruction

NO.	INSTITUTIONS/ COOPERATIVES	SETTLEMENT AMOUNT	SETTLEMENT DUE DATE ( IF APPLICABLE)

## ANNEXURE 1

### THE GENERAL TERMS AND CONDITIONS

#### **1. REPRESENTATIONS AND WARRANTIES**

The Customer hereby represents and warrants to the Bank that:

- (i) the Customer has full legal right, authority, power and capacity to accept the Facility and to perform his/her obligations in accordance with the terms in this letter of offer;
- (ii) the Customer is under the service of, and is permanently employed by, the Government;
- (iii) this Letter of Offer constitutes the legal, valid and binding obligations enforceable against the Customer in accordance with its respective terms;
- (iv) all consents, authorisations and approvals which are required or advisable to be obtained in connection with the acceptance, delivery, legality or enforceability of this Letter of Offer and the use of the Facility have been obtained and are in full force and effect;
- (v) neither the Customer's acceptance and delivery of this Letter of Offer nor the performance of the terms herein will contravene or constitute a default under any law, regulation, order or decree of any governmental authority, agency or court to which the Customer is subject;
- (vi) the Customer is not in default under any agreement to which the Customer is a party or by which the Customer may be bound and no litigation, arbitration or administrative proceedings are presently, current or pending or threatened against the Customer;
- (vii) all information furnished by the Customer to the Bank in connection with the Facility are true and correct and there has been no omission, which would render the information inaccurate or misleading; and
- (viii) there are no bankruptcy proceedings currently pending or threatened against the Customer.

#### **2. CONDITIONS PRECEDENT**

The Facility will be made available for the Customer's utilization upon the fulfilment of the following conditions precedent:

- (i) the Customer shall have passed the Bank's internal credit evaluation and clearance to the Bank's satisfaction;
- (ii) the Bank shall have received the Customer's acceptance of this Letter of Offer within the time prescribed;
- (iii) all documents which are required herein and/or such other documents as may be required by the Bank and/or its solicitors shall have been executed by the Customer, duly stamped and registered at such registries as the Bank may deem necessary or expedient;
- (iv) the Customer shall have paid all fees or charges payable or agreed to be paid by the Customer to the Bank for or in connection with the Facility;
- (v) no Event of Default (as stipulated under paragraph 4 hereof) or no event which with the giving of notice or lapse of time or both would constitute an Event of Default shall have occurred or is continuing;
- (vi) no extraordinary circumstances or change of law or other governmental action shall have occurred which makes it improbable that the Customer will be able to observe or perform the covenants and obligations herein; and
- (vii) search results on the Customer at the Director-General of Insolvency's Office are satisfactory to the Bank.

#### **3. AFFIRMATIVE COVENANTS**

During the tenor of the Facility, the Customer will:

- (i) punctually pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, the instalment payment of the Bank's Sale Price and all of his/her indebtedness and other obligations of whatever nature;
- (ii) simultaneously perform and carry out any and all of his/her obligations under the Facility;

- (iii) take all steps as may be necessary to ensure that there is no material adverse effect on his/her financial position;
- (iv) furnish to the Bank all information reasonably required by the Bank in relation to the Customer; and
- (v) notify the bank of the occurrence of an Event of Default or any event of default in relation to any of the Customer's other indebtedness.

#### **4. EVENT OF DEFAULT**

The full amount of the Bank's Sale Price and all monies outstanding under the Facility together with compensation thereon (if any) and all other monies relating thereto shall become payable by the Customer upon demand being made by the Bank or upon the occurrence of any of the following events:

- (i) the Customer defaults in the instalment payment(s) of the Bank's Sale Price or in the payment of any money payable to the Bank after the same shall have become due whether formally demanded or not;
- (ii) the Customer defaults under any other provision herein which is not capable of remedy or which, being capable of remedy, is not remedied within fourteen (14) days after being required to do so by the Bank;
- (iii) any representation, warranty or condition made or implied by the Customer herein is incorrect or misleading in any material respect;
- (iv) any other event or series of events whether related or not has or have occurred which in the opinion of the Bank (which opinion shall be final and binding) could or might affect or prejudice the Customer's ability or willingness to comply with all or any of the Customer's obligations hereunder;
- (v) the Customer commits any act of bankruptcy or becomes bankrupt or shall die or become insane;
- (vi) any of the documents given to the Bank is or becomes for any reason whatsoever invalid or unenforceable;
- (vii) if the Bank consider that the Facility or Customer's position in relation to the payment of the Facility to be in jeopardy.

#### **5. BANK'S RIGHT TO COMMENCE LEGAL PROCEEDING CONCURRENTLY**

Upon default or breach by the Customer of any term, covenant, stipulation and/or undertaking herein provided and on the part of the Customer to be observed and performed, the Bank shall thereafter have the right to exercise all or any of the remedies available whether by this letter of offer, by statute or otherwise and shall be entitled to exercise such remedies concurrently, including pursuing a civil suit to recover all moneys due and owing to the Bank.

#### **6. LEGAL AND INCIDENTAL EXPENSES**

The Customer shall pay all legal fees and incidental expenses in connection with the preparation, stamping and registration of any security documents required by the Bank hereunder even though the said documents are not executed by the Customer for any reason whatsoever. If any money payable under the Facility is required to be recovered through any process of law or placed in the hands of solicitors for collection, the Customer shall be liable to pay the Bank's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection.

#### **7. WAIVER AND INDULGENCE**

The terms and conditions herein may be waived by the Bank in whole or in part with or without conditions and without prejudicing the rights of the Bank hereunder and any failure by the Bank to enforce any of the provisions hereunder or any forbearance delay or indulgence granted by the Bank to the Customer shall not be construed as a waiver of the Bank's right hereunder.

#### **8. CREDIT FACILITIES TO CONNECTED PARTIES**

The approval of the Facility to the Customer shall be upon the condition that the Bank will fully comply with any applicable laws, legislations or regulations including, the provisions of Section 57 of Islamic Financial Services Act (IFSA) read together with Bank Negara Malaysia (BNM)'s Guidelines on Credit Transactions and Exposures with Connected Parties for Islamic Bank and/or of any replacement guidelines/specifications/circulars issued by BNM from time to time in connection therewith. The Customer hereby declares to the Bank that the Customer is not related to/a guarantor to/in control of/controlled by any of the directors, controlling shareholders, officers, Shariah Committee of the RHB Banking Group and their respective close relatives (spouse and dependents of the spouse, child (including step/adopted child) and spouse of the child, parent and brother or sister and their spouses). None of the directors, controlling shareholders, officers, Shariah Committee of the RHB Banking Group and their respective close relatives is a director, partner, executive officer, agent or guarantor in the Customer's firm/partnership/company/legal entity and/or subsidiaries/entities controlled by the Customer. The Customer shall at all material times covenant to declare to the RHB Banking Group should any connected party relationship materialises throughout the duration of this Facility. In the event any undisclosed connected party relationship is established or discovered subsequently, the Bank reserves the right to terminate and recall the Facility immediately.

#### **9. ANTI-MONEY LAUNDERING AND ANTI-TERRORISM FINANCING ACT 2001 (ACT 613)**

During the tenor of the Facility, the Customer will ensure that it has never and would not:

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

#### **10. DUTY TO VERIFY STATEMENTS OF ACCOUNTS/CERTIFICATE OF BANK**

The Customer shall verify all statements of accounts sent to the Customer by the Bank and within reasonable time revert to the Bank in the event of any discrepancy in such statements of accounts failing which they shall be deemed to be conclusive and binding against the Customer. A statement by the Bank and signed by any of its officers as to what at any time is the amount outstanding shall, save for manifest errors be final and conclusive and shall not be questioned by the Customer on any account whatsoever.

#### **11. SET OFF/COMBINATION OR CONSOLIDATION OF ACCOUNTS**

The Bank shall be entitled by giving seven (7) days prior written notice to the Customer, to combine, consolidate or merge all or any of the Customer's accounts and liabilities with and to the RHB Banking Group up to the principal portion only for non-islamic account(s) anywhere whether in or outside Malaysia, whether alone or jointly with any other person and may transfer or set off any sums in credit in such accounts in, or towards satisfaction of any of the Customer's liabilities, whether actual or contingent, primary or collateral, notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing.

Without prejudice to the generality of the above, the Bank further reserves the right to debit any of the Customer's accounts (whether in credit or debit) with the Bank for all payments due and payable by the Customer howsoever to the Bank by giving seven (7) days prior written notice to the Customer.

## 12. SUSPENSE ACCOUNT

Any money received by the Bank in respect of the Facility may be kept to the credit of a suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof on or towards settlement of any liabilities due by the Customer to the Bank.

## 13. NOTICES & SERVICE OF LEGAL PROCESS

### A. Notices

Any notice or communication under or in connection with this Letter of Offer shall be in writing and shall be delivered personally, or by prepaid registered or ordinary post, facsimile, electronic mail or short messaging system ("SMS") to the addresses and mobile number given in this letter of offer or at such other addresses/mobile number as the recipient may have notified to the other party in writing. Proof of posting or despatch of any notice or communication shall be deemed to be proof of receipt:

- (a) in the case of telephone call, when made;
- (b) in the case of delivery by hand, when so delivered;
- (c) in the case of a letter, after the expiration of three (3) \*Business Days from the date it was posted;
- (d) in case of facsimile, at the time the transmission report is received by the sender which purports to confirm that the addressee has received such facsimile;
- (e) in the case of electronic mail, at the time when actually sent in readable form; and
- (f) in the case of SMS, at the time when sending is successful.

For the avoidance of doubt, the customer authorises the Bank to rely upon and act on any instruction, notice or communication from the Customer made by telephone, facsimile or SMS to the Bank and the Customer shall indemnify and release and hold the Bank harmless against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities (unless due to gross negligence or wilful default of the Bank) in consequence of, or in any way related to the Bank having relied upon or acted in good faith in accordance with the Customer's telephone, facsimile or SMS instruction, notice or communication notwithstanding that such instructions, notices or communications had been initiated or transmitted in error, fraudulently altered, misunderstood or distorted in the lines of communication or transmission.

\* "Business Day" means a day which the Bank is open for business.

### B. Service of Legal Process

- (a) The service of any Legal Process may be given by prepaid registered or ordinary post sent to the respective address of the parties hereto and such Legal Process shall be deemed to have been duly served after the expiration of five (5) days from the date it is posted and if delivered by hand, on the day it was delivered; and
- (b) No change in the address for service howsoever brought about shall be effective or binding on either party unless that party has given to the other actual notice of the change of address for service and nothing done in reliance of sub-section (a) above shall be effected or prejudiced by any subsequent change in the address for service, of which the other party has no actual knowledge of at the time the act or thing was done or carried out.
- (c) "Legal Process" means pleadings, all forms of originating processes, interlocutory applications of whatever nature, affidavits, orders and such documents other than the aforesaid which are required to be given to the other party hereto, notices, under the Companies Act 1965, the Bankruptcy Act 1967 and other Malaysian laws.

ANNEXURE 2

COMMODITY PURCHASE ORDER

(To be issued by the Customer to the Bank)

DATE :  
TO : RHB ISLAMIC BANK BERHAD  
Level 13  
Menara Yayasan Tun Razak  
200 Jalan Bukit Bintang  
55100 Kuala Lumpur, Malaysia

Dear Sirs,

LETTER OF OFFER DATED \_\_\_\_\_ ("LETTER OF OFFER") – COMMODITY PURCHASE ORDER

I refer to Clause 6 of the Letter of Offer whereby the terms defined in the Letter of Offer have the same meanings when used herein

I hereby make this order and request you to purchase the Specified Commodity at a purchase price of Ringgit Malaysia ..... only (RM.....) which is equivalent to the Facility Amount as approved by your goodself (Facility Amount).

I acknowledge that your purchase of the Specified Commodity will be upon my request herein contained and I undertake to purchase the Specified Commodity from you an amount equivalent to the Facility Amount.

This Commodity Purchase Order is irrevocable and the terms and conditions of the Letter of Offer are incorporated into this Commodity Purchase Order.

Yours faithfully,

.....  
NAME : .....  
NRIC NO. : .....

ANNEXURE 3

MURABAHAH SALE ACCEPTANCE LETTER

(To be issued by the Customer to the Bank)

DATE :

TO : RHB ISLAMIC BANK BERHAD  
Level 13  
Menara Yayasan Tun Razak  
200 Jalan Bukit Bintang  
55100 Kuala Lumpur, Malaysia

Dear Sirs,

LETTER OF OFFER DATED \_\_\_\_\_ ("LETTER OF OFFER") – MURABAHAH SALE ACCEPTANCE LETTER

Pursuant to Clause 6 of the Letter of Offer, the SMS sent and to your Murabahah Sale Offer Letter dated ..... ("Murabahah Sale Offer Letter").

I accept your offer and hereby purchase the Specified Commodity in accordance with the terms and conditions of the Murabahah Sale Offer Letter.

The terms and conditions of the Letter of Offer are deemed incorporated into this Murabahah Sale Acceptance Letter.

Yours faithfully,

.....  
NAME. : .....  
NRIC NO. : .....



**ANNEXURE 4**

**SELLER'S OFFER**

(To be issued by the Customer through RHB Islamic as the agent to sell to Broker B)

DATE :  
To : [Broker B]  
Attn :  
Fax/E-mail :  
From :

**SALE OF COMMODITY PURSUANT TO PERSONAL FINANCING-i WITH RHB ISLAMIC BANK BERHAD.**

I refer to the above matter and I hereby appoint RHB Islamic Bank Berhad as my sole and exclusive agent to sell to you the Specified Commodities which terms are as follows:

**Terms**

Seller : RHB Islamic Bank Berhad as agent  
Purchaser : Broker B  
Seller's Ref :  
Certificate Number :  
Commodities :  
Quantity :  
Location :  
Selling Price in RM :  
Value Date/ Delivery Date :  
Payment Date :

**Payment: On the payment date, you shall credit the Selling Price stated above into my account pursuant to clause 15.**

This Sale Transaction will be concluded upon your acceptance of this offer by acknowledging receipt of this Seller's Offer and forwarding the Selling Price to RHB Islamic Bank Berhad. Thereafter, the title and ownership of the Commodities will be transferred to you.

Yours faithfully,

.....  
NAME : .....  
NRIC NO. : .....