

TERMS AND CONDITIONS

REMINDER: The Applicant (as defined below) is hereby reminded to read and understand the terms and conditions below. If the Applicant do not understand any of the terms and conditions stated herein, the Applicant are advised to discuss with any of the Bank's authorised representative.

1. DOCUMENTATION

The letter for commencement ("**Commencement Letter**") and all other documents in the Terms & Conditions relating to the Facility (as defined herein) is a binding agreement of this Facility between AmBank (M) Berhad 196901000166 (8515-D) ("**the Bank**") and the Applicant ("**Applicant(s)**") as named in the Application form.

Applicant(s)

This program is for Applicant(s) with the following criteria:

- a. Company(ies) registered in Malaysia
- b. Company(ies) with AmBank Current Account and Point-Of-Sale ("POS") terminal throughout the loan facility until the loan is fully paid off and satisfied
- c. Applicants with active POS transactions at the point of application

2. INTERPRETATION

The Terms & Conditions set forth herein are in addition and supplemental to and not in substitution for or in derogation of any other Terms & Conditions binding upon the Applicant(s) from time to time.

3. FACILITY

The "**Facility**" is an unsecured Term Loan facility. The minimum amount of the Facility is Ringgit Malaysia Five Thousand (RM5,000) and above, in any case is subject to the Bank's approval and may be varied by the Bank from time to time with prior notice of twenty-one (21) calendar days.

4. EFFECTIVE DATE

The Applicant(s) hereby understand and confirm that the Facility will be made available for disbursement subject to the Bank's approval. The Terms & Conditions shall take effect from the date of approval of the Facility for disbursement.

5. OFFER AND ACCEPTANCE OF THE LOAN

The Applicant(s) is hereby reminded to read and understand this Terms and Conditions before signing the Application Form. Upon the AmBank receiving the signed Application Form together with the relevant documents, the Customer confirms that all the documents and information provided by the Customer (including the information in the Application Form) are in good faith, are true and correct. When the Bank receives the documents, the Customer's signature in the Application Form will be legally binding on the Customer and this shall not be disputed.

The Application Form may also be executed via facsimile or portable document format or by any other electronic means, or by combination of such means and may be used in lieu of the original documents for all purposes.

6. MODE OF DISBURSEMENT INTO AMBANK COMPANY CURRENT ACCOUNT

The amount of the Facility shall be disbursed by the Bank to the Applicant(s)'s AmBank Company Current Account as identified in the Application Form less fees and charges including stamping fee as per Stamp Duty Act 1949 (Revised 1989).

The Applicant(s) agree that the Bank may change or amend the mode of disbursement of the Facility with prior notice.

7. INTEREST

The Bank shall impose and the Applicant(s) agree to bear interest charged to the Facility at a rate that is determined by the Bank. The Bank may vary the interest rate or market conditions by giving notice of twenty-one (21) calendar days to the Applicant(s).

If and whenever the rate of interest payable by the Applicant(s) under the Terms & Conditions shall be varied in the manner herein, the Bank may make the necessary adjustment consequent upon such variation either:

- a. by varying the amount of any of the monthly instalments; or
- b. by varying the number of the monthly instalments.

The Bank's notice of variation may take effect in any form, and may be given via letter to the Applicant(s) or any other manner. In any event, the failure or delay on the part of the Bank to give any notice to the Applicant(s) regarding any variation as stated above shall not be deemed as waiver on the Bank's part to exercise its rights hereunder nor shall it relieve the Applicant(s) from their obligations to pay the interest at the varied rates. The variation shall take effect from the date specified in the Bank's notice and the decision of the Bank with regards to the variation and the date from which such variation shall take effect shall be final and conclusive.

8. MODIFICATION OF INSTALMENTS

The Applicant(s) shall not be allowed to vary the monthly instalment commencement date of the Facility, monthly instalment of the Facility and the instalment period of the Facility stipulated in the Commencement Letter unless prior written approval is granted by the Bank.

The period of payment of the Facility and interest rate are thereon final as stated in the Commencement Letter or if applicable, such other period as may be mutually agreed between the Bank and the Applicant(s). Each subsequent instalment shall be paid on the agreed date on every consecutive calendar month of which the customer has promised to repay under the Terms & Conditions (hereinafter referred to as "**indebtedness**") until the Facility is fully paid and satisfied. These payment dates may however be varied with prior notice.

9. CAPITALISATION OF INTEREST

The interest on the Facility for the time being including capitalised interest, if remain due and unpaid, shall at the end of each calendar month, or at the discretion of the Bank at the end of any other interest payment period, be capitalised and added to the indebtedness then owing, and shall henceforth bear interest and payable accordingly, and all the covenants and conditions contained in or implied by all rules of law or equity in relation to the Facility and interest thereon shall equally apply to such capitalised interest and to interest on such arrears notwithstanding any demand by the Bank or cessation of the banker and customer relationship.

10. CAPITALISED INTEREST EXCLUDED FROM APPROVED LIMIT OF FACILITY

Without prejudice to the other provisions in the Terms & Conditions and only for the

purpose of ascertaining whether the approved limit of the Facility has been exceeded or not, all accumulated and capitalised interest shall be deemed to be interest and not principal sum.

11. DEFAULT INTEREST (LATE PAYMENT CHARGE)

The Applicant(s) shall pay the default rate (before and after judgement) at the rate of one per centum (1.0%) per annum on total outstanding month in arrears on:

- a. any amount due but remain unpaid;
- b. the balance outstanding if the Facility is recalled or after the tenure expired.

Notwithstanding the inexistence of any demand from the Bank for the interest or any other payment due from the Applicant(s), the default rate shall accrue until the date of actual payment.

12. LOAN TENURE

An option of Twelve (12) months, Twenty Four (24) months and Thirty Six (36) months repayment tenure for selection.

13. RIGHT TO RECALL FACILITY

The Bank may recall the Facility at any time by providing twenty-one (21) calendar days' notice in the event of default or breach of any of the Terms & Conditions including before disbursement.

The Bank may suspend or not to proceed with the disbursement if the Bank discovers and has reasons to believe that:

- a. any documents or information supplied by the Applicant(s) is false, untrue or misleading;
- b. there is any fictitious, fraud, forgery and fraudulent misrepresentation in the Facility application of the Applicant(s).

14. AVAILABILITY

The Facility can be utilised after full compliance and to the Bank's satisfaction of all conditions precedent to be determined by the Bank.

15. PREPAYMENT OR EARLY SETTLEMENT

The Applicant(s) shall be entitled to prepay up to two (2) months instalment amount.

In the event that the Applicant(s) choose to fully settle the indebtedness at any period earlier than the prescribed tenure, the Applicant(s) shall provide the Bank with one (1) month prior notice in writing.

16. REPAYMENT

Each subsequent instalment shall be paid on the 5th day of every month until the whole of the Facility and interest thereon are fully paid and satisfied.

Repayment of monthly instalment is auto deducted from daily POS settlement based on the determined percentage during loan application.

All payment shall be made to the Bank in full without set-off or counter claim, free and clear of and without deduction for any taxes, levies, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description.

If the law requires such deduction from any repayment, the Applicant(s) shall ensure that the net amount received by the Bank shall equal the full amount which the Bank would have received, had no such deduction been made.

Any payment received from the Applicant(s) may be applied in the manner as the Bank deems fit.

The Facility instalment period shall be specified by the Bank.

The Facility monthly instalment and Facility instalment period shall not be altered.

The Applicant(s) shall undertake to make satisfactory arrangement for payments of this Facility in accordance with the Terms & Conditions in the event of his/ her absence abroad.

17. REPRESENTATIONS AND WARRANTIES

The Applicant(s) warrant that:

- a. the Applicant(s) have full power to enter into and perform their obligation stated in the Terms & Conditions;
- b. no event has occurred which constitute (or with the giving of notice or lapse of time or both would constitute) one or more of the Events of Default as stated under Clause 20 below;
- c. to the best of the Applicant's knowledge and information after due and careful inquiry, the granting of the Facility is not a related party transaction and to the best of the Applicant's knowledge and information after due and careful inquiry the Applicant's directors
 1. are not a close relative to any Connected Parties of the Bank, or any of the Bank's subsidiaries or entities controlled by the Bank;
 2. has no control over the Bank's Connected Parties; and
 3. none of the Bank's Connected Parties are related as director, partner, executive officer, agent of or guarantor for the Applicant, its holding company and/ or its ultimate holding company.
- d. the Applicant(s) is not in default under any agreement to which they are a party which would have a material adverse effect on their financial condition.

18. DISCLOSURE

The Applicant(s) hereby authorises the Bank and/ or its officers to:

- a. make use of, disclose, divulge or reveal any information relating to his/ her Term Loan Account for purposes of or in connection with any action or proceeding taken for the purpose of recoveries of monies due and payable by the Applicant(s) to the Bank under the Terms & Conditions;
- b. the disclosure of any information pertaining to the credit reporting agency of the Applicant to any other Bank(s) and/ or Financial Institution(s) as is necessary in such manner and to such extent as the Bank shall consider necessary in connection with such queries and to the disclosure of the account number(s) to any other interested person(s) or party(ies);
- c. disclose information to Bank Negara Malaysia regarding the Applicant(s) Facility or the Applicant(s) Account as may be required, whether pursuant to law or otherwise. The Bank shall not be liable whether directly or indirectly on the Applicant(s) or any other person(s) for such disclosure.

19. APPROVAL OF FACILITY

The approval of the application is conditional upon the execution, delivery and perfection of the documents required by the Bank. The Bank may refuse the application for the Facility without assigning any reason thereto.

The Bank may approve the application for the Facility amount and the Facility instalment period specified by the Applicant(s) or such lower Facility amount and/ or shorter Facility instalment period based on credit assessment.

The Applicant(s) acknowledge that the approval and acceptance of my/our application

for the Facility by the Bank is completed upon the Bank issuing the Commencement Letter upon the terms therein contained and crediting the approved Facility amount into the current/ savings/ loan account indicated by the Applicant(s) herein notwithstanding that the Facility amount remains unused in the said Account.

Any differences in the Facility amount and/ or Facility instalment period applied for and as finally approved shall not affect the validity of the Terms & Conditions and the Applicant(s) shall be deemed to have accepted the financing for the Facility amount as approved by the Bank. It shall be deemed that the submission of the application for the Facility and the issuance of the Commencement Letter that an agreement on the part of the Applicant(s) to borrow and for the Bank to make available the Facility has been concluded subject to the terms in the application, Commencement Letter, the terms herein contained and no other formal documents are required to be executed further between Applicant(s) and the Bank.

20. EVENTS OF DEFAULT

Without prejudice to the Bank's right to recall the Facility with prior notice on demand, the Bank shall be entitled to recall the Facility and demand payment of the indebtedness if:

- a. there is a default on any payment of the indebtedness amount by the Applicant(s);
- b. there is a breach of any of the obligations under the Terms & Conditions or any existing facility with the Bank or the AmBank Group;
- c. the Applicant(s) admit in writing or otherwise their inability to pay or shall become unable to pay the indebtedness generally as the indebtedness become due or the Bank shall at their sole opinion determine that the Applicant(s) is unable to pay the indebtedness generally as it become due;
- d. a bankruptcy proceeding is initiated against the Applicant(s);
- e. a distress or other execution is levied on or against any substantial part of the property of either the Applicant(s) and is not discharged within fourteen (14) days of the date of such order;
- f. any of the Applicant(s) indebtedness to a third party is not paid on its due date or becomes due prior to its stated maturity or any guarantee given by the Applicant(s) is not honoured when due or called upon;
- g. any representation or warranty made by the Applicant(s) to the Bank shall prove to have been incorrect in any material respect when made (or deemed made) or, if repeated at any time hereafter by reference to the facts subsisting at such time, would no longer be true and correct in all material respects;
- h. the Applicant(s) passed on or become of unsound mind.

The Applicant(s) shall notify the Bank forthwith in writing of the occurrence of any of the above events, save and except clause 20 (h), wherein the next of kin shall notify the Bank in writing forthwith of such occurrence.

The Applicant(s) shall indemnify the Bank against any loss, damage or liability incurred by the Bank as a consequence of any Event of Default.

21. INCREASED COSTS

The Applicant(s) shall on demand promptly pay to the Bank such amount as the Bank may determine to indemnify the Bank against any cost or increased cost if the Bank determines that the introduction or variation of any law, order, regulation or official directive (whether or not having the force of law) from the relevant authority which:

- a. taken together with the Bank's obligation under the Terms & Conditions being made is that the Bank incurs a cost; or

b. is to increase the cost to the Bank in funding or maintaining the Facility

22. CHANGE IN CIRCUMSTANCES

If, as a result of any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof or if compliance by the Bank with any applicable direction, request or requirement (whether or not having the force of law) will impose on the Bank any condition, burden or obligations, then the Bank's commitment to make or maintain the Facility will end upon notice to the Applicant(s) of the happening of such event after it has become aware thereof.

23. COST AND EXPENSES

All cost, charges and expenses incurred by the Bank in connection with or arising from or incidental to the Facility shall be borne by the Applicant(s), and shall become due and payable immediately.

All stamp duty and solicitor's fees that are payable (assessed on a 'solicitor and client' basis) or incurred by the Bank:

- a. in connection with or incidental to the provision of the Facility; and/ or
- b. in its enforcement of its rights under the Facility shall become payable by the Applicant(s) with prior notice.

24. RECONSTRUCTION

The Terms & Conditions shall be valid and binding notwithstanding any change by amalgamation, reconstruction or otherwise and no change of any party shall affect the liability and obligations created whether past, present or future.

25. SUSPENSE ACCOUNT

Any monies received may be placed or kept in credit of a non-interest bearing suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof towards discharge of any monies or liabilities due.

Notwithstanding any such payment, in the event of bankruptcy of the Applicant(s) the Bank may prove for and agree to accept any dividend or composition in respect of the whole or part of such monies or liabilities in the same manner as if the Terms & Conditions had not been created.

26. CALCULATION CONCLUSIVE

The Bank's calculation of the indebtedness shall be conclusive unless expressly proven otherwise or affected by manifest error.

27. RIGHT TO SET-OFF

The Applicant(s) shall permit the Bank to set-off, with at least twenty-one (21) calendar days notice in advance to the Applicant(s) against any outstanding sum including interest or fees due and owing to Bank under the Terms & Condition, loss or expenses which the Bank may sustain or incur, from any account of either the Applicant(s) maintained with the Bank at any branch or office to satisfy any indebtedness.

28. CONSOLIDATION AND COMBINATION OF ACCOUNTS

The Bank reserves the right at any time and with notice of at least twenty-one (21) calendar days to the Applicant(s) to combine or consolidate any or all accounts of the Applicant(s) including joint accounts (of any nature whatsoever whether subject to notice) wheresoever situated with any liabilities and obligations owed or incurred by the Applicant(s) to the Bank and set-off or transfer any sum outstanding to the credit of any one or more of such accounts in or towards satisfaction of money obligations and liabilities due and payable to the Bank.

29. NOTICES

Any demand or notice to the Applicant(s) under the Terms & Conditions shall be in writing and signed by the General Manager, Manager, or other authorised officer of the Bank or any solicitors purporting to act for the Bank and may be made by letter addressed to the Applicant(s) including but not limited to writ of summons or legal documents which shall be sent by ordinary post or dispatched by personal delivery to the address of the Applicant(s) stated therein or the usual or last known place of business, employment or residence of the Applicant(s) and any such demand or notice or writ of summons or legal documents if sent by post shall be deemed to have been received by the Applicant(s) on the expiration of five (5) days after it is posted AND for personal delivery upon delivery of the documents to the Applicant(s) address, notwithstanding the fact that such demand or notice or writ of summons or legal documents may be returned undelivered or unclaimed. Any notice required under the Terms & Conditions to be given to the Bank shall be in writing and signed by the Applicant(s) and may be made by letter addressed to the Bank and sent by registered post or dispatched by personal delivery to the address stated herein of the Bank or such other address as may be notified by the Bank to the Applicant(s) and shall be deemed to have been served on the Bank at the date of actual receipt thereof by the Bank.

Any letter, demand, notice, statement, reminder, or certificate (hereinafter generally referred to as the "**Said Document(s)**") required to be given by the Bank shall not require to be under the hand of or signed by any officer of the Bank where it is stated on such Said Documents(s) that the Said Documents(s) is computer generated and no signature is required.

30. SERVICE OF LEGAL PROCESS

The Parties hereby agree that the service of any writ of summons or any legal process in respect of any claim arising out of or connected with the Terms & Conditions may be effected by forwarding a copy of the same by prepaid registered post and a copy of the same by ordinary post to the Applicant(s) address(es) stated in the Facility application form or to such other address(es) notified by the Applicant(s) to the Bank from time to time.

31. CERTIFICATION OF INDEBTEDNESS

A certificate signed by the officer of the Bank as to the monies for the time being due and owing to the Bank from the Applicant(s) shall be a conclusive evidence or proof that the amount appearing therein is due and owing and payable by the Applicant(s) to the Bank.

32. LIABILITY

Notwithstanding anything to the contrary, in no event will the measure of damages payable by the Bank include, nor will the Bank be liable for any amount for loss of income or profit or savings or indirect incidental, consequential, exemplary, punitive or special damage of the Applicant(s) even if the Bank has been advised of the possibility of such damages in advance and all such damages are expressly disclaimed. The Bank is absolved from any liability respect of any error or omission in the Facility disbursement and the Bank will be indemnified against any claims, loss, damage, costs and expenses that the Bank may incur arising from any insurance remittance.

33. INDEMNITY

The Bank will not be responsible for and disclaims all liability to any actions, claims, losses, damages, costs, charges and expenses which a customer may suffer/ sustain or incur by his/ her participation in the loan facility.

34. FORCE MAJEURE

The Bank shall not be liable to the Applicant for any failure in performing any of its obligations or in respect of or arising from the Facilities or any claim in respect of any loss, damages or injury to earnings or interest or goodwill or business caused directly or indirectly or any other fault if such failure, loss, damage or other fault is caused by circumstances beyond the reasonable control of the Bank, including but not limited to, any fire, earthquake, flood, epidemic, accident, explosion, casualty, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war, act of God and/ or any mechanical, electronic or communications failure.

35. LAW

The Terms & Conditions shall be governed by and construed in all respect in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the exclusive jurisdiction of the Courts of Malaysia at Kuala Lumpur or the Courts of such other competent jurisdiction as the Bank may elect to submit and further agree that service of any legal process may be effected in the manner set out herein.

36. OTHER CONDITIONS

The use of the Facility is subject to the Terms & Conditions herein contained. When applying for this Facility, the Applicant(s) shall be responsible for assessing this Terms & Conditions.

The Applicant(s) confirm that they are not relying on anything that the Bank's staff or representative has purported to advise, represent or promise that is not expressly stated in this Terms & Conditions. Even if there is any advice given, the Applicant(s) agree that they shall not be legally binding upon the Bank or form a defence or support any claim by the Applicant(s) in any legal proceedings.

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

- a. has agreed to a breach by the Applicant(s); or
- b. has given up the Bank's rights; or
- c. is prevented from acting later.

When the Bank has expressly waived a default by the Applicant(s), this shall not impair the exercise of any right, power or remedy of the Bank in respect of any other default by the Applicant(s), whether occurring prior or subsequent to the waiver.

The Banks shall have the right at any time to impose additional terms or vary or modify the Terms & Conditions with at least twenty-one (21) calendar days' notice.

The Bank shall have the right at any time and with prior notice to the Applicant(s) to add, alter, delete, modify, change or vary all or any of these Terms & Conditions or to replace wholly or in part the Facility by another scheme, whether similar or not, or to withdraw it altogether.

Bahasa Malaysia version is also available at www.ambank.com.my. In the event of any discrepancy or conflict in the interpretation of these Terms and Conditions, the English and Bahasa Malaysia versions of each of these Terms and Conditions shall be construed as equivalent and each of the Terms and Conditions stipulated shall carry the same meaning.