

## CHANGES TO STANDARD TERMS AND CONDITIONS GOVERNING BANKING FACILITIES (PFS / PB)

### <Conventional & Islamic Banking>

No.	What is it	Original	Amended
1	Financial Crime Representations & Warranties – new clause 4.6 re anti-bribery & corruption	NIL	You warrant and represent that you have not engaged in any activity or conduct or has not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the “MACCA”), the United Kingdom Bribery Act 2010 (the “UK Bribery Act”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”). You further represent that you, to your best knowledge are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations.
2	Clause 6 – If Security is Stocks and Shares	We have the absolute discretion to accept or reject any stocks and shares you offer to us as Security without giving you any reasons. Notwithstanding that any stocks and shares have been previously accepted and charged to us as Security, we remain entitled to and have the right to reject any of such stocks and shares charged which are subsequently found to be unacceptable to us for any reason and you shall upon our request replace or substitute them with such other stocks and shares that are acceptable to us.	We have the <del>right</del> <b>absolute discretion</b> to accept or reject any stocks and shares you offer to us as Security without giving you any reasons. Notwithstanding that any stocks and shares have been previously accepted and charged to us as Security, we remain entitled to and have the right to reject any of such stocks and shares charged which are subsequently found to be unacceptable to us for any reason and you shall upon our request replace or substitute them with such other stocks and shares that are acceptable to us.
3	(Conventional) Clause 9 – Banking Facility Callable on Demand	Unless the Banking Facility is a Term Loan, Fixed Loan or a Housing Loan, the Banking Facility will be callable on demand by us at our sole	Unless the Banking Facility is a Term Loan, Fixed Loan or a Housing Loan, the Banking Facility will be callable on demand by us <del>at our sole</del>

		discretion; this means that we have the right to terminate or cancel the Banking Facility at any time and to require you to make immediate payment and repayment of all moneys and liabilities owing by you to us in relation to the Banking Facility regardless whether the moneys and liabilities have become due to be paid or repaid to us.	<del>discretion</del> ; this means that we have the right to terminate or cancel the Banking Facility at any time and to require you to make immediate payment and repayment of all moneys and liabilities owing by you to us in relation to the Banking Facility regardless whether the moneys and liabilities have become due to be paid or repaid to us.
	(Islamic Banking) Clause 9 – Facility Callable on Demand	Unless the Facility is a Home Financing or a Term Financing, the Facilities will be callable on demand by us at our sole discretion, this means that we have the right to terminate or cancel the Facilities at any time and to require you to make immediate payment of all moneys and liabilities payable by you to us in relation to the Facilities regardless whether the moneys and liabilities have become due to be paid to us.	Unless the Facility is a Home Financing or a Term Financing, the Facilities will be callable on demand by us <del>at our sole discretion</del> , this means that we have the right to terminate or cancel the Facilities at any time and to require you to make immediate payment of all moneys and liabilities payable by you to us in relation to the Facilities regardless whether the moneys and liabilities have become due to be paid to us.
4	(Conventional) Clause 10.4 under Interest	You agreed that if the change of interest rate relates only to the change in the Base Rate or Base Lending Rate, such change shall be deemed to have been notified to you upon the same being published in our branches, website or any daily national newspaper as selected by us.	You agreed <del>d</del> that if the change of interest rate relates only to the change in the Base Rate or Base Lending Rate, such change shall be <del>deemed to have been</del> notified to you upon the same being published in our branches, website or any daily national newspaper as selected by us.
	(Islamic Banking) Clause 10.4 under Profit/ Commission/ Fees/ Charges (where applicable)	You agreed that if the change of profit rate or the effective profit rate relates only to the change in the Base Rate or Base Financing Rate, such change shall be deemed to have been notified to you upon the same being published in our branches, website or any daily national newspaper as selected by us.	You agreed <del>d</del> that if the change of profit rate or the effective profit rate relates only to the change in the Base Rate or Base Financing Rate, such change shall be <del>deemed to have been</del> notified to you upon the same being published in our branches, website or any daily national newspaper as selected by us.

5	(Conventional) Clause 16.1(iii) & (iv) under Events of Default	(iii) we will immediately become entitled to recover all moneys and interest then owing to us with interest thereon at the rate of three point five per centum (3.5%) per annum above our prevailing Base Lending Rate with monthly rests or at such other rate and/or other periodic rests as we may at our sole discretion prescribe from time to time (this is applicable if the Banking Facilities granted is based on Base Lending Rate); (iv) we will immediately become entitled to recover all moneys and interest then owing to us with interest thereon at the rate of six point forty six per centum (6.46%) per annum above our prevailing Base Rate with monthly rests or at such other rate and/or other periodic rests as we may at our sole discretion prescribe from time to time (this is applicable if the Banking Facilities granted is based on Base Rate);	(iii) we will immediately become entitled to recover all moneys and interest then owing to us with interest thereon at the rate of three point five per centum (3.5%) per annum above our prevailing Base Lending Rate with monthly rests or at such other rate and/or other periodic rests as we may <del>at our sole discretion</del> prescribe from time to time (this is applicable if the Banking Facilities granted is based on Base Lending Rate); (iv) we will immediately become entitled to recover all moneys and interest then owing to us with interest thereon at the rate of six point forty six per centum (6.46%) per annum above our prevailing Base Rate with monthly rests or at such other rate and/or other periodic rests as we may <del>at our sole discretion</del> prescribe from time to time (this is applicable if the Banking Facilities granted is based on Base Rate);
6	(Conventional) Clause 16.2(iv) & (xxvi) under Events of Default  (Islamic Banking) Clause 15.2(iv) & (xxvi) under Events of Default	(iv) if you, or any Security Party, dies or becomes insane; (xxvi) if we decide in our sole discretion that the continuation of the Banking Facilities could likely be detrimental to our own position or that our security position could be in jeopardy. Any decision made under our discretion is final.	(iv) if you, or any Security Party, <del>dies</del> <u>passes away</u> or becomes insane; (xxvi) if we decide <del>in our sole discretion</del> that the continuation of the Banking Facilities could likely be detrimental to our own position or that our security position could be in jeopardy. Any decision made <del>under our discretion</del> is final.
7	(Conventional) Clause 26 – Market Disruption  (Islamic Banking) Clause 25 – Market Disruption	Notwithstanding these Terms and Conditions or the provisions in any Security Document, if at any time and from time to time we are of the view that there is any change, whether national or international, in the monetary, financial, political or economic conditions, or currency exchange rates which in our sole opinion would make it	Notwithstanding these Terms and Conditions or the provisions in any Security Document, if at any time <del>and from time to time</del> we are of the view that there is any change, whether national or international, in the monetary, financial, political or economic conditions, or currency exchange rates which in our <del>sole</del> opinion would make it

		<p>impractical or difficult if not impossible for us to grant or continue to grant the Banking Facilities or to allow the indebtedness under the Banking Facilities to remain outstanding upon the terms as set out in the Security Documents or these Terms and Conditions, we shall notify you in writing accordingly. If such notification is given prior to any disbursement, no drawdown will be made. If such notification is given after a partial disbursement, we may explore with you an alternative arrangement, failing which:-</p> <p>.....</p> <p>.....</p>	<p>impractical or difficult if not impossible for us to grant or continue to grant the Banking Facilities or to allow the indebtedness under the Banking Facilities to remain outstanding upon the terms as set out in the Security Documents or these Terms and Conditions, we shall notify you in writing accordingly. If such notification is given prior to any disbursement, no drawdown will be made. If such notification is given after a partial disbursement, we may explore with you an alternative arrangement, failing which:-</p> <p>.....</p> <p>.....</p>
8	<p>(Conventional) Clause 28 – Increased Costs</p> <p>(Islamic Banking) Clause 27 – Increased Costs</p>	<p>If we decide that, as a result of any new law, guideline, directive or regulation, or as a result of any change to any existing law, guideline, directive or regulation:-</p> <p>.....</p> <p>.....</p>	<p>If <del>we decide that,</del> as a result of any new law, guideline, directive or regulation, or as a result of any change to any existing law, guideline, directive or regulation:-</p> <p>.....</p> <p>.....</p>
9	<p>(Conventional) Clause 29 – Illegality</p> <p>(Islamic Banking) Clause 28 – Illegality</p>	<p>If we deem that because of any applicable law, regulation or regulatory requirement is changed, interpreted or applied differently by any relevant governmental or other authority after the date of the Letter of Offer and it becomes unlawful or impractical for us to comply with our obligations under the Letter of Offer, or to continue to make available the Banking Facilities granted to you or to charge or receive interest at the rate applicable, we will notify you, and following that notification:-</p> <p>.....</p> <p>.....</p>	<p>If <del>we deem that</del> because of any applicable law, regulation or regulatory requirement is changed, interpreted or applied differently by any relevant governmental or other authority after the date of the Letter of Offer and it becomes unlawful or impractical for us to comply with our obligations under the Letter of Offer, or to continue to make available the Banking Facilities granted to you or to charge or receive interest at the rate applicable, we will notify you, and following that notification:-</p> <p>.....</p> <p>.....</p>

10	<p>(Conventional) Clause 30 – Disclosure of Information</p> <p>(Islamic Banking) Clause 29 – Disclosure of Information</p>	<p>You agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or your account) can disclose at any time without notifying you beforehand, any information relating to you, your account and any of your Authorised Persons to the following:-</p> <p>.....</p> <p>.....</p>	<p>You <u>consent, authorize and</u> agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or your account) can disclose at any time <del>without notifying you beforehand,</del> any information relating to you, your account and any of your Authorised Persons to the following:-</p> <p>.....</p> <p>.....</p>
11	<p>(Conventional) Clause 33.7 under Compliance with FATCA</p> <p>(Islamic Banking) Clause 32.7 under Compliance with FATCA</p>	<p>To the fullest extent as may be permitted by law and save and except where there is gross negligence or willful misconduct by us, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations.</p>	<p>To the fullest extent as may be permitted by law and save and except where there is gross negligence or willful misconduct by us, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities <del>or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations.</del></p>
12	<p>(Conventional) Clause 42 – Legal Advice</p>	<p>You are advised to seek independent legal advice before accepting the Banking Facilities and before signing the Letter of Offer and the Security Documents prepared by us or our solicitors.</p>	<p>You are advised to seek independent legal advice before accepting the Banking Facilities and before signing the Letter of Offer and the Security Documents <del>prepared by us or our solicitors</del> <u>and/or other documents prepared in connection with the Banking Facilities.</u></p>
	<p>(Islamic Banking) Clause 43.1 under Legal and Shariah Advice</p>	<p>You are advised to seek independent legal advice before accepting the Facilities and before signing the Letter of Offer and the Security Documents</p>	<p>You are advised to seek independent legal advice before accepting the Facilities and before signing the Letter of Offer and the Security Documents</p>

		prepared by us or our solicitor and/or other documents prepared in connection with the Facilities.	<del>prepared by us or our solicitor</del> and/or other documents prepared in connection with the Facilities.
13	(Conventional) Clause 46 – Definitions & Interpretations  (Islamic Banking) Clause 47 – Definitions & Interpretations	<p><b>“Letter of Offer”</b> means the letter of offer from us to you agreeing to grant you the Banking Facilities (including these Terms and Conditions annexed thereto) and if further or other banking facilities are subsequently offered by us to you, shall include those letters of offer subsequently issued by us to you or if any of the Banking Facilities is varied by a letter of variation issued by us to you, “Letter of Offer” will also refer to and include such letters of offer or variation.</p>	<p><b>“Letter of Offer”</b> means the letter of offer from us to you agreeing to grant you the Banking Facilities (including these Terms and Conditions annexed thereto) and if further or other banking facilities are subsequently offered by us to you, shall include those letters of offer subsequently issued by us to you or if any of the Banking Facilities is varied by a <u>supplemental</u> letter of <del>offer</del><u>variation</u> issued by us to you, “Letter of Offer” will also refer to and include such letters of offer or <u>supplemental letter</u><del>variation</del>.</p>