

CHANGES TO STANDARD TERMS AND CONDITIONS GOVERNING BANKING FACILITIES (BBD/WB)

<conventional & Islamic>

No.	What is it	Original	Amended
1	Clause 3.3 under Searches	All charges incurred and to be incurred in connection with the above searches will be borne and paid by you.	All charges incurred and to be incurred in connection with the above <u>bankruptcy/ winding up/ insolvency</u> searches will be borne and paid by you.
2	Financial Crime Representations & Warranties – new clause 4.6 re anti-bribery & corruption	NIL	You warrant and represent that you and/or any Associated Party, or to your knowledge, any director, partner, officer, agent, employee or other person acting on your behalf or any of the Associated Party has 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, and to your best knowledge, the Associated Party are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations and have in place policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.
3	Clause 5.2(iii) under If Security Is Property	Without affecting the provisions in Clause 5.2(i) (and whether or not you are in default), you agree that if we in our absolute discretion consider necessary, you authorized us to take out, maintain or renew the insurances referred to in Clause 5.2(i) or (ii) and:-	Without affecting the provisions in Clause 5.2(i) (and whether or not you are in default), you agree that if we in our absolute discretion consider necessary, you authorized us to take out, maintain or renew the insurances referred to in Clause 5.2(i) or (ii) and:-

	
4	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 right 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.
5	(Conventional) Clause 7.1 & 7.2 under Conversion to Foreign Currency Facility	<p>7.1 If the Banking Facility is a foreign currency facility, we can at our sole discretion convert the Banking Facility to a Ringgit Banking Facility upon such terms as we may in our sole discretion prescribe.</p> <p>7.2 Such conversion is applicable if there is any change in law or regulation, in the monetary, financial, political or economic conditions (whether national or international) pertaining to the foreign currency availability, exchange rates or exchange controls which in our sole opinion it would be impractical or difficult if not impossible for us to grant or continue to grant the Banking Facility in foreign currency or to allow the indebtedness under the Banking Facility to be in foreign currency.</p> <p>7.3 [no change]</p>	<p>7.1 If the Banking Facility is a foreign currency facility, we can at our sole discretion convert the Banking Facility to a Ringgit Banking Facility upon such terms as we may in our sole discretion prescribe.</p> <p>7.2 Such conversion is applicable if there is any change in law or regulation, in the monetary, financial, political or economic conditions (whether national or international) pertaining to the foreign currency availability, exchange rates or exchange controls which in our sole opinion it would be impractical or difficult if not impossible for us to grant or continue to grant the Banking Facility in foreign currency or to allow the indebtedness under the Banking Facility to be in foreign currency.</p> <p>7.3 [no change]</p>

	(Islamic Banking) Clause 7.1 & 7.2 under Conversion of Islamic Foreign Currency Facility	<p>7.1 If the Facilities are an Islamic foreign currency facility, we can at our sole discretion convert the Facilities to a Ringgit Malaysia facility upon such terms as we may prescribe.</p> <p>7.2 Such conversion is applicable if there is any change in law or regulation, in the monetary, financial, political or economic conditions (whether national or international) pertaining to the Islamic foreign currency availability, exchange rates or exchange controls which in our sole opinion it would be impractical or difficult if not impossible for us to grant or continue to grant the Facilities in Islamic foreign currency or to allow the indebtedness under the Facilities to be in foreign currency.</p> <p>7.3 [no change]</p>	<p>7.1 If the Facilities are an Islamic foreign currency facility, we can at our sole discretion convert the Facilities to a Ringgit Malaysia facility upon such terms as we may prescribe.</p> <p>7.2 Such conversion is applicable if there is any change in law or regulation, in the monetary, financial, political or economic conditions (whether national or international) pertaining to the Islamic foreign currency availability, exchange rates or exchange controls which in our sole opinion it would be impractical or difficult if not impossible for us to grant or continue to grant the Facilities in Islamic foreign currency or to allow the indebtedness under the Facilities to be in foreign currency.</p> <p>7.3 [no change]</p>
6	(Conventional) Clause 9 – Banking Facilities 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 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.	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 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.
	(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	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.	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.
7	(Conventional) Clause 10.1 under Interest	Unless we expressly prescribe otherwise in our sole discretion, interest for the Banking Facilities must be paid to us every month in arrears. If any interest is not paid when due, the unpaid interest will be added on to the principal amount of the Banking Facilities owing and further interest will be charged on the unpaid interest until we have received all interest due to us whether or not we have obtained judgment against you in a court of law and whether or not you have ceased to be our customer.	Unless we expressly prescribe otherwise in our sole discretion , interest for the Banking Facilities must be paid to us every month in arrears. If any interest is not paid when due, the unpaid interest will be added on to the principal amount of the Banking Facilities owing and further interest will be charged on the unpaid interest until we have received all interest due to us whether or not we have obtained judgment against you in a court of law and whether or not you have ceased to be our customer.
	(Islamic Banking) Clause 10.1 under Interest	Unless we expressly prescribe otherwise in our sole discretion, the profit, commission, fees and charges, where applicable, for the Facilities must be paid to us every month in arrears subject to the compensation (<i>Ta'widh</i>). If any amount or payment not paid when due, we have the right to revise the effective profit rate subject to the maximum contracted profit rate (where applicable) until we have received from you all amount unpaid whether or not we have obtained judgement against you in a court of law and whether or not you have ceased to be our customer.	Unless we expressly prescribe otherwise in our sole discretion , the profit, commission, fees and charges, where applicable, for the Facilities must be paid to us every month in arrears subject to the compensation (<i>Ta'widh</i>). If any amount or payment not paid when due, we have the right to revise the effective profit rate subject to the maximum contracted profit rate (where applicable) until we have received from you all amount unpaid whether or not we have obtained judgement against you in a court of law and whether or not you have ceased to be our customer.
8	(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 agree d 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.

	(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 d 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.
9	(Conventional) Clause 15 – Security Margin (Islamic Banking) Clause 14 – Security Margin	If the market value of any Security falls below what we in our sole discretion consider to be adequate security for the Banking Facilities, we are entitled and may do any one or more of the following without affecting any other right which we may have:-	If the market value of any Security falls below what we in our sole discretion consider to be adequate security for the Banking Facilities, we are entitled and may do any one or more of the following without affecting any other right which we may have:-
10	(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 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);
11	(Conventional) Clause	(iv) if you, or any Security Party, dies or becomes	(iv) if you, or any Security Party, dies <u>passes away</u> or

	16.2 (iv) & (xxvi) under Events of Default (Islamic Banking) Clause 15.2 (iv) & (xxvi) under Events of Default	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 and is not subject to query by you.	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 and is not subject to query by you .
12	(Conventional) Clause 17 – Application of Moneys (Islamic Banking) Clause 16 – Application of Moneys	If any money paid to us or recovered by us in respect of your liabilities under the Banking Facilities is less than the amount then owing to us, we may at our sole discretion apply the money towards payment of interest, fees, principal or any amount due to us in such proportions and order and generally in such manner as we consider fit, we may also choose to credit the money or some of it into a non-interest bearing suspense account. If any money paid to us or recovered by us in respect of your liabilities under the Facilities is less than the amount then payable to us, we may at our sole discretion apply the money towards payment of principal, purchase price, principal, profit, compensation (<i>Ta'widh</i>), fees, or any amount due and payable to us in such proportions and order and generally in such manner as we consider fit, we may also choose to credit the money or some of it into a non-profit/ <i>Hibah</i> (gift) bearing suspense account.	If any money paid to us or recovered by us in respect of your liabilities under the Banking Facilities is less than the amount then owing to us, we may at our sole discretion apply the money towards payment of interest, fees, principal or any amount due to us in such proportions and order and generally in such manner as we consider fit, we may also choose to credit the money or some of it into a non-interest bearing suspense account. If any money paid to us or recovered by us in respect of your liabilities under the Facilities is less than the amount then payable to us, we may at our sole discretion apply the money towards payment of principal, purchase price, principal, profit, compensation (<i>Ta'widh</i>), fees, or any amount due and payable to us in such proportions and order and generally in such manner as we consider fit, we may also choose to credit the money or some of it into a non-profit/ <i>Hibah</i> (gift) bearing suspense account.
13	(Conventional) Clause 19.4 & 19.5 under Costs and Expenses (Islamic Banking) Clause	19.4 If any of the Banking Facilities is cancelled for any reason whatsoever before any part of it has been utilised, you will still have to pay for all costs and expenses which may already have been incurred in relation to the providing of the Banking Facilities and	If any of the Banking Facilities is cancelled for any reason <u>not attributed by us</u> whatsoever before any part of it has been utilised, you will still have to pay for all costs and expenses which may already have been incurred in relation to the providing of the

	18.4 & 18.5 under Costs and Expenses	<p>the preparation of the Security Documents.</p> <p>19.5 For the avoidance of doubt, the costs and expenses payable by you includes the costs and expenses of our solicitors.</p>	<p>Banking Facilities and the preparation of the Security Documents.</p> <p>19.5 For the avoidance of doubt, the costs and expenses payable by you includes the costs and expenses of our solicitors.</p>
14	<p>(Conventional) Clause 21.1 under Right to Debit</p> <p>(Islamic Banking) Clause 20.1 under Right to Debit</p>	<p>Without affecting any other rights that we may have, we may, at any time, at our sole discretion, and without giving you any prior notice, debit your account current or any other account (including the balance on any overdraft account) which you may have with us with any moneys whatsoever which is payable by you to us, including but not limited to costs, expenses, disbursements, taxes, duties or levies.</p>	<p>Without affecting any other rights that we may have, we may, at any time, at our sole discretion, and without giving you any prior notice, debit your account current or any other account (including the balance on any overdraft account) which you may have with us with any moneys whatsoever which is payable by you to us, including but not limited to costs, expenses, disbursements, taxes, duties or levies.</p>
15	<p>(Conventional) Clause 22.1 under Right of Set-off</p> <p>(Islamic Banking) Clause 21.1 under Right of Set-Off</p>	<p>We have the right, without any notice to you, to combine, consolidate or merge all or any of your accounts and liabilities with and to us, whether singly or jointly with any other person.</p>	<p>We have the right, without any notice to you, to combine, consolidate or merge all or any of your accounts and liabilities with and to us, whether singly or jointly with any other person.</p>
16	<p>(Conventional) Clause 24.1 under Indemnity</p> <p>(Islamic Banking) Clause 23.1 under Indemnity</p>	<p>In addition and without affecting the powers, rights, and remedies granted under the Letter of Offer, to the fullest extent permitted by law, you will indemnify us against any loss or expenses (including legal expenses on a solicitor and client basis) which we sustain or incur because of:-</p> <p>.....</p> <p>.....</p>	<p>In addition and without affecting the powers, rights, and remedies granted under the Letter of Offer, to the fullest extent permitted by law <u>and save and except where there is any gross negligence or willful misconduct by us,</u> you will indemnify us against any loss or expenses (including legal expenses on a solicitor and client basis) which we sustain or incur because of:-</p> <p>.....</p>

		
17	(Conventional) Clause 25.2 – Currency Indemnity (Islamic Banking) Clause 24.2 – Currency Indemnity	any amount received or recovered by us in respect of any sums expressed to be due to us from you under the Letter of Offer and/or the Security Documents in a currency ("Relevant Currency") other than the Payment Currency (whether as a result of, or arising from the enforcement of, a judgement or order of court of any jurisdiction or your death, bankruptcy or insolvency or otherwise) shall only constitute a discharge to you to the extent of the amount in the Payment Currency which we are able, in accordance with our usual practice, to purchase with the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Payment Currency purchased with the Relevant Currency is less than the amount of the Payment Currency expressed to be due to us under the Letter of Offer and/or the Security Documents, to the fullest extent permitted by law, you shall indemnify us against any loss sustained by us as a result thereof. In any event, you shall indemnify us against the cost of making any such purchase.	any amount received or recovered by us in respect of any sums expressed to be due to us from you under the Letter of Offer and/or the Security Documents in a currency ("Relevant Currency") other than the Payment Currency (whether as a result of, or arising from the enforcement of, a judgement or order of court of any jurisdiction or your death, bankruptcy or insolvency or otherwise) shall only constitute a discharge to you to the extent of the amount in the Payment Currency which we are able, in accordance with our usual practice, to purchase with the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Payment Currency purchased with the Relevant Currency is less than the amount of the Payment Currency expressed to be due to us under the Letter of Offer and/or the Security Documents, to the fullest extent permitted by law <u>and save and except where there is any gross negligence or willful misconduct by us</u> , you shall indemnify us against any loss sustained by us as a result thereof. In any event, you shall indemnify us against the cost of making any such purchase.
18	(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	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

		<p>sole opinion would make it 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>sole opinion would make it 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>
19	<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 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>
20	<p>(Conventional) Clause 29 – 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 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>

	(Islamic Banking) Clause 28 – Illegality	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 Facilities granted to You or to charge or receive profit, fees, commission, compensation, charges at the rate applicable, we will notify you, and following that notification:-	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 Facilities granted to You or to charge or receive profit, fees, commission, compensation, charges at the rate applicable, we will notify you, and following that notification:-
21	(Conventional) Clause 30 – Disclosure of Information (Islamic Banking) Clause 29 – Disclosure of Information	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:- 30.15 any other person to whom such disclosure is considered by us to be in our interest or the interest of any members of the Group.	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 without notifying you beforehand , any information relating to you, your account and any of your Authorised Persons to the following:- 30.15 any other person to whom such disclosure is considered by us to be in our interest or the interest of any members of the Group.
22	(Conventional) Clause 32.11 under Data Protection	We reserve the right to amend this Clause 32 from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at	We reserve the right to amend this Clause 32 from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at

	(Islamic Banking) Clause 31.11 under Data Protection	the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.	the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
23	(Conventional) Clause 33.7 under Compliance with FATCA (Islamic Banking) Clause 32.7 under Compliance with FATCA	To the fullest extent as may be permitted by law, and save and except where there is gross negligence or wilful misconduct, 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.	To the fullest extent as may be permitted by law, and save and except where there is gross negligence or wilful misconduct <u>by us</u> , 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.
24	Clause 35.3 under Notices	We will not be responsible for what may happen to the Notices after they are sent, for example if any Notice is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.	We will not be responsible for what may happen to the Notices after they are sent, for example if any Notice is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.
25	Clause 35.6 under Notices to be renumbered to Clause 35.5 due to deletion of clause 35.3	If we are not in receipt from you of any written notice of any change in your address, facsimile number, electronic mail address or mobile phone number, you agree that we may at our absolute discretion rely on:- (i) any address as stated in the Letter of Offer or any Security Documents signed by you; or (ii) any address, facsimile number, electronic mail address or mobile phone number we obtain from any communication purportedly issued by you to us or last known to us.	If we are not in receipt from you of any written notice of any change in your address, facsimile number, electronic mail address or mobile phone number, you agree that we may at our absolute discretion rely on:- (i) any address as stated in the Letter of Offer or any Security Documents signed by you; or (ii) any address, facsimile number, electronic mail address or mobile phone number we obtain from any communication purportedly issued by you to us or last known to us.
26	Clause 36 – Service of Legal Process	In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of	In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of

		<p>Legal Process by or on our behalf can be effected on you:-</p> <p>36.1 if you are an individual, by leaving a copy at the address as stated in the Letter of Offer or any Security Documents signed by you or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or</p> <p>36.2 if you are a sole-proprietorship, partnership, company, association, club, society or trust, by leaving a copy at the address as stated in the Letter of Offer or any Security Documents signed by you or in any communication purportedly issued by you to us or last known to us or your last known place of business or registered or principal office address and it shall be deemed to have been duly received by you on the day it was left at the address; or</p> <p>36.3 by sending a copy via prepaid registered or ordinary post to the address as stated in the Letter of Offer or any Security Documents signed by you or in any communication purportedly issued by you to us or last known to us or your last known place of business or registered or principal office address and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted.</p>	<p>Legal Process by or on our behalf can be effected on you:-</p> <p>36.1 if you are an individual, by leaving a copy at the address as stated in the Letter of Offer or any Security Documents signed by you or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or</p> <p>36.2 if you are a sole-proprietorship, partnership, company, association, club, society or trust, by leaving a copy at the address as stated in the Letter of Offer or any Security Documents signed by you or in any communication purportedly issued by you to us or last known to us or your last known place of business or registered or principal office address and it shall be deemed to have been duly received by you on the day it was left at the address; or</p> <p>36.3 by sending a copy via prepaid registered or ordinary post to the address as stated in the Letter of Offer or any Security Documents signed by you or in any communication purportedly issued by you to us or last known to us or your last known place of business or registered or principal office address and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted.</p>
27	(Conventional) Clause 38.1 under Variation	These Terms and Conditions, the Security Documents and the availability, limits, interest rates, commission, fees and charges of and relating to the Banking	These Terms and Conditions, the Security Documents and the availability, limits, interest rates, commission, fees and charges of and relating to the Banking

		<p>Facilities are subject to:-</p> <p>38.1 guidelines issued from time to time by Bank Negara Malaysia or any other authority having jurisdiction over us; and</p> <p>38.2 our review and variation from time to time at our sole discretion.</p> <p>If there is a change in any fees and charges, we will give you twenty-one (21) days' prior notice before the change takes effect.</p>	<p>Facilities are subject to:-</p> <p>38.1 guidelines issued from time to time by Bank Negara Malaysia or any other authority having jurisdiction over us; and</p> <p>38.2 our review and variation from time to time at our sole discretion.</p> <p>If there is a change in any fees and charges, we will give you twenty-one (21) days' prior notice before the change takes effect.</p>
	(Islamic Banking) Clause 38.1 under Variation	<p>Subject always to the Shariah principles, these Terms and Conditions, the Security Documents and the availability, limits, profit rates, commission, fees and charges of and relating to the Facilities are subject to:-</p> <p>(i) guidelines issued from time to time by Bank Negara Malaysia or any other authority having jurisdiction over us; and</p> <p>(ii) our review and variation from time to time at our sole discretion.</p>	<p>Subject always to the Shariah principles, these Terms and Conditions, the Security Documents and the availability, limits, profit rates, commission, fees and charges of and relating to the Facilities are subject to:-</p> <p>(i) guidelines issued from time to time by Bank Negara Malaysia or any other authority having jurisdiction over us; and</p> <p>(ii) our review and variation from time to time at our sole discretion.</p>
28	Clause 40.1 under Non-Waiver	<p>If you breach any of the terms and conditions governing the Banking Facilities or any security for the Banking Facilities, we may at our sole discretion decide not to exercise any right which we may have in relation to your breach.</p>	<p>If you breach any of the terms and conditions governing the Banking Facilities or any security for the Banking Facilities, we may at our sole discretion decide not to exercise any right which we may have in relation to your breach.</p>
29	(Conventional) Clause 42 – Legal Advice	<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 prepared by us or our solicitors and/or <u>other documents prepared in connection with the</u></p>

			<u>Banking Facilities.</u>
	(Islamic Banking) Clause 43.1 under Legal and Shariah Advice	You are advised to seek independent legal advice before accepting the Facilities and before signing the Letter of Offer and the Security Documents prepared by us or our solicitor and/or other documents prepared in connection with the Facilities.	You are advised to seek independent legal advice before accepting the Facilities and before signing the Letter of Offer and the Security Documents prepared by us or our solicitor and/or other documents prepared in connection with the Facilities.
30	(Conventional) Clause 46 – Definitions & Interpretations (Islamic Banking) Clause 47 - Definitions & Interpretations	“Letter of Offer” 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.	“Letter of Offer” 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 offervariation issued by us to you, “Letter of Offer” will also refer to and include such letters of offer or <u>supplemental letter</u> variation .