



FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

1. INTEREST RATE(S)/BANKING CHARGES/OTHER CHARGES

(A) INTEREST

You must pay interest on all monies due and payable by you and/or outstanding to the Bank relation to the Banking Facility, at such rate or rates as may be stipulated by the Bank at any time. Without affecting the above provision, the interest payable by you in respect of the Banking Facility is as specified under the column Interest Rate in Page 1 of this Letter of Offer. Interest at the rate stated in this Letter of Offer must be paid by you before as well after any judgment or order of court.

(B) VARIATION OF INTEREST

The Bank may at its discretion and at any time vary the Bank's SBR and/or the Margin of Interest imposed above the Bank's SBR in the following manner:

- (a) In respect of the Bank's SBR, by displaying at the Bank's premises a general notice on the change in the Bank's SBR addressed to the public generally and such display will be deemed to be an effective notice on you, or by any other methods deem fit and proper by the Bank; and
- (b) In respect of the change in the Margin of Interest imposed above the Bank's SBR, by serving a notice in writing to you at least seven (7) calendar days before the effective date of such change on the rate(s), and such notice will be deemed to have been sufficiently served on you if sent by hand or by ordinary mail to your last known place of residence/ business or to your address as stated in this Letter of Offer.

The Bank may at any time at its discretion with prior written notice to you change the fundamental basis of calculation of the prescribed rate (whether the SBR or any other basis). In any case, the effective date of the change in the Bank's SBR and/or Margin of Interest imposed above the Bank's SBR will be the date specified in the notice or in the display at the Bank's premises.

2. COMMITMENT FEE FOR OVERDRAFT FACILITY

The Bank may, with written notice to you,

- (a) impose a commitment fee as compensation to the Bank of such rate as the Bank may at any time at its discretion stipulate on the portion of the Overdraft Facility as unutilised by you up to the aggregate approved limit, commencing from the date when the Overdraft Facility is made available to you for utilisation;
- (b) A commitment fee of one per cent (1%) per annum will be levied on the daily unutilized portion of the Overdraft if the total/accumulative Overdraft facility granted exceeds RM250,000.00 within the Bank.

3. INTEREST ON EXCESS AMOUNT/DEFAULT RATE

Without affecting any of the Bank's rights and remedies as set out in this Letter of Offer:

- (a) If you fail to pay on the due date any moneys payable in respect of the Banking Facility, you must pay to the Bank liquidated damages, by way of additional interest at one per cent (1%) per annum on the outstanding amount, calculated from the due date until the date you pay such outstanding amount; and
- (b) the Bank will not permit any excess/temporary overdrawn above the limit approved in this Letter of Offer. However, if an excess is created in your account (due to, for example, interest accumulation or the expiry of the Overdraft Facility), the Bank may impose, at the Bank's discretion and with written notice to you, additional interest at one per cent (1%) per annum over the Bank's prescribed rate on the amount in excess of the limit, until the date that there is no longer any excess/temporary overdrawn above the limit.

In spite of the above, the Bank may at its discretion at any time vary the rate(s) of the additional interest, and the Bank must give you twenty one (21) calendar days written notice prior to the effective date of such variation.

4. REPAYMENT

(A) OVERDRAFT

- (a) Overdraft Facility is subject to periodic review at the Bank's discretion.
- (b) For Overdraft Facility, interest must be paid monthly and is calculated on the daily outstanding balance of the Overdraft Facility and is converted to capital at the end of the month subject to a minimum charge of RM5.00 per month.

Regardless of any provisions in this Letter of Offer, you agree to pay and/or repay the Bank the Overdraft Facility together with all moneys due under the Overdraft Facility immediately on any demand being made by the Bank at any time, irrespective whether an event of default has occurred or is continuing.

5. SECURITY

The Banking Facility is made available to you subject to you providing the securities set out in this Letter of Offer. The Bank may, with prior written notice to you and by stating reasons in such written notice, request for any other relevant security arrangement as required by the Bank from time to time.



**FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE**

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

6. CONDITIONS PRECEDENT

The Banking Facility will be made available for your utilisation on the fulfillment of the following conditions precedent:-

- (a) The Bank must receive your acceptance of this Letter of Offer. In addition, all security documents must be signed by you (and/or the relevant party providing security for the Banking Facility) within one (1) month of your acceptance of this Letter of Offer (or such extended period of time as granted by the Bank may agree). If you fail to sign such security documents, the Bank may cancel the Banking Facility with prior written notice to you. Any cost(s) and expenses whatsoever incurred by the Bank arising from this cancellation is to be paid by you. The Bank may with written notice to you, recover all such cost(s) from you.
- (b) The Bank is satisfied that no event of default as stated in these Terms and Conditions has occurred that cause the Banking Facility to become immediately repayable, and no event of default stated in this Terms and Conditions has occurred or is threatened.
- (c) The Bank is satisfied that no extraordinary circumstances, government action or other material adverse change or event has occurred, which in the Bank's opinion affects your ability and/or the ability of any party providing security for the Banking Facility ("the Security Party") to observe and perform your/their obligations as stated in this Letter of Offer or in the security documents.
- (d) You have paid all fees or charges payable or agreed to be paid by you to the Bank in connection with the Banking Facility.
- (e) The Banking Facility can be drawdown or utilised on fulfillment of such conditions precedent as the Bank may require, and subject to the Bank being satisfied that there are no material changes affecting your financial conditions.

7. EVENTS OF DEFAULT

All monies outstanding and payable under the Banking Facility together with interest must be immediately repaid by you on demand made by the Bank or on the occurrence of any of the following events:-

- (a) You fail to pay on the due date, any money payable under the Banking Facility;
- (b) You fail to observe or perform any of the agreements covenants stipulation terms and/or conditions relating to the Banking Facility;
- (c) Any of your indebtedness may be declared due prematurely because you fail to pay such indebtedness. Or, if you fail to pay such indebtedness on the due date for such payment (or if due on demand, when demanded). Or, if the security for any such indebtedness becomes enforceable;
- (d) You enter into any arrangement or composition with your creditors;
- (e) If any legal proceedings, suits, or actions, are instituted against you, which in the Bank's opinion would materially and adversely affect your ability to perform and observe your/its obligations in this Letter of Offer;
- (f) You commit any act of bankruptcy, or become bankrupt, or enter into any-composition or arrangement with or for the benefit of your creditors, or allow any judgment against you to remain unsatisfied for a period of fourteen (14) days;
- (g) You become insane or dies;
- (h) Any of the security documents given to the Bank is or becomes, invalid or unenforceable; or
- (i) If the Bank in its discretion consider that the Banking Facility or any of its security or its security position to be in jeopardy;
- (j) If the Bank considers that the Banking Facility, or any of its security, or its security position, is in jeopardy.
- (k) If in the Bank's opinion your account(s) with the Bank has/have been unsatisfactorily conducted; or (p) Any other events of default as specified in the Facility Agreement.
- (l) For Amanah Saham Bumiputera (ASB)/Amanah Saham Malaysia 2 – Wawasan (ASM2W) Financing Facility:
 - (i) A written notice will be issued by the Bank if you fail to make the monthly installments of two (2) months consecutively.
 - (ii) You are given fourteen (14) days from the day of such notice to pay the outstanding installment payments.
 - (iii) If you fail to make such payments after the expiry of fourteen (14) days, the Bank may liquidate the ASB/ASM2W share certificates without any further reference to you in the event of default.

8. ILLEGALITY

If the Bank determines that any law, regulation or official directive is introduced or varied or there is any change in the interpretation or application of such law, regulation or official directive, that makes it unlawful for the Bank to maintain, fund or give effect to its obligations under the Banking Facility, the Bank will then immediately give notice of such termination to you, following which the Banking Facility will be cancelled, and you must immediately (on notice from the Bank) repay all monies outstanding under the Banking Facility together with interest and all other monies agreed to be paid by you under the Banking Facility.



**FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE**

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

9. IRREVOCABLE RIGHT TO DEBIT ACCOUNT

You must maintain a savings/current account with the Bank, and you irrevocably and unconditionally authorise the Bank at any time, to deduct your account for:-

- (a) any payment of principal or interest due under the Banking Facility; and
- (b) with written notice to you, all expenses, duties, fees and other sums due and payable arising from the Banking Facility including service charges, commitment fees and insurance premium.

In any case no such deduction is deemed to be payment of the amount due (except to the extent of any amount in credit in your current or other accounts) or deemed to be a waiver of an event of default.

10. INCREASED COST

If the Bank determines that,:

- (a) any law, order, regulation or official directive is introduced or varied, or
- (b) any change in the interpretation or application of such law, order, regulation or official directive by any competent authority, or
- (c) any compliance with any request from Bank Negara Malaysia or other authority,

will result in any of the following:

- (i) the amount received or receivable by the Bank will be reduced, in respect of the Bank making or continuing to make available the Banking Facilities or the effective return to the Bank under the Banking Facility, or
- (ii) the Bank will be required to pay (except tax payment on our overall net income) or not to claim any interest or other return, or calculated based on any sum received or receivable by the Bank from you under the Banking Facility,

then the Bank must notify you of the circumstances leading to the Bank's determination and :-

- (i) you must on demand pay to the Bank, such reasonable amounts as the Bank may at any time notify you to be necessary to compensate the Bank for such additional cost, reduction, payment or unclaimed interest or return. In any case, nothing in this Letter of Offer will prevent you from taking all steps to mitigate the effect of such increased cost; and
- (ii) at any time later, so long as the circumstances giving rise to the obligation to make the compensating payment continue, you may on giving the Bank not less than thirty (30) days' notice, cancel the Banking Facility.

11. MARKET DISRUPTION

If in the Bank's opinion, there is a change (since the date of this offer) in the national or international monetary, financial, economic or political conditions, or in the currency exchange rates or exchange control, which would render the Banking Facility commercially impracticable or impossible, the Bank must notify you of such change, and:-

- (a) while such circumstances exist, no utilisation of the Banking Facility will be allowed; and
- (b) the Bank will negotiate in good faith for an alternative basis acceptable to the Bank for continuing the Banking Facility; and
- (c) unless such circumstances cease to exist or such an alternative basis acceptable to the Bank is achieved within thirty (30) days after the giving of such notice, the Banking Facility will be cancelled.

12. AVAILABILITY OF FUNDS/REVIEW

The Banking Facility is made available subject to availability of funds to the Bank and to the Bank's discretion to review the Banking Facility at any time. The Bank may at any time (with prior written notice to you) terminate or withdraw the Banking Facility if the Bank is of the view that there are grounds for such termination or withdrawal. The Bank will keep you informed of such grounds which permit the Bank to terminate or withdraw the Banking Facility.

13. REVIEW

The Bank may review the Banking Facility at any time, and nothing in this Letter of Offer is deemed to impose on the Bank any obligation to make or to continue to make available the Banking Facility.

14. WAIVER AND INDULGENCE

- (a) You agree that the Bank may at its discretion waive wholly or partly any terms or conditions in this Letter of Offer, without affecting the Bank's rights and remedies under the Banking Facility;
- (b) You agree that if the Bank does not exercise its rights or remedies under the Banking Facility fully or at any given time, the Bank may still exercise such right or remedy at a later time.



**FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE**

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

15. FINANCIAL SERVICES ACT 2013 ("FSA")

The granting of the Banking Facility to you is on the condition that the Bank will not breach or contravene any law, legislation or regulation, including the provisions of the FSA. In particular, you must declare to the Bank that you are not directly related as a spouse, child or parent to any of the directors, officers or employees of the RHB Banking Group. If any such relationship is established or discovered now or in future, the Bank may (with prior written notice to you) terminate and recall the Banking Facility.

16. DISCLOSURE OF CUSTOMER INFORMATION

You understand that RHB Banking Group ("Bank") will use, collect, record, store, share and/or process your personal information, including, without limitation:

1. personal information including your particulars, images and biometrics (the measurement and analysis of unique physical or behavioral characteristics (such as fingerprint or voice patterns) especially as a means of verifying personal identity)
2. financial data, tax residency
3. specimen signatures, as well as, digital or electronic signatures as defined under the applicable laws and regulations
4. financial standing, employment details, creditworthiness and/or suitability for any Bank's products/services applied for
5. personal information that you provide when you apply for any of our products and services, including your views or opinions made known to the Bank via feedback or surveys;
6. information about your risk profile, investments, tax and insurance/takaful, investment objectives, knowledge and experience and/or business interests and assets
7. information relating to your activities, habits, preferences and interests arising from the use of products and services of the Bank
8. other electronic data or information relating to you such as IP addresses, cookies, activity logs, online identifiers and location data through your usage of our products and services or as part of their delivery to you

and other information relevant to you/your application for the product and / or service which:

1. you have provided in this form or through any other contact with the Bank (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
2. has been obtained from analysis of your payment and other transactions/services within the Bank, or
3. has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations
4. has been obtained from recordings of Closed Circuit Television (CCTV) installed at our premises including the branches located within or outside Malaysia
5. has been obtained from insurance/takaful claims or other documents; and/or
6. has been supplied and/or collected when you visit the Bank websites and/or download Bank's mobile device applications which may include your device's IP address or from data that is collected via cookies.

You expressly hereby agree, consent to and authorize the Bank to disclose any information relating to you, your affairs and/or any accounts, products and/or services provided by the Bank to you to:

1. third parties such as service providers, merchants and strategic partners, contract for services (CFS) staff, auditors, legal counsel, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank.
2. the entities and/or other companies within the corporate group of the Bank
3. any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
4. any company and/or organization that assists or facilitates the processing and/or fulfillment of transactions or instructions that I/we have requested and/or given to the Bank;
5. any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the account;



**FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE**

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

for any and/or all of the following purposes, if applicable:

- a. facilitating the business, operations, provision of the financial product/facilities and performance of the contract, services granted or provided by the Bank;
- b. providing this product and/or service and notifying you about important changes or developments to the features;
- c. updating and managing the accuracy and completeness of the Bank's records;
- d. prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- e. assessment and analysis including credit, lending/financing, insurance/takaful risks and/or other risk purposes, behaviour scoring, mining, profiling, data analytics, due diligence, market and product analysis and/or market research;
- f. 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;
- g. determining the amount of your indebtedness and recovering debt that you owe to the Bank;
- h. maintaining your credit history for present and future reference;
- i. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank to evaluate your transactions which are intended to be the subject of the assignment, participation or sub-participation;
- j. for the Bank's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of you may be captured and may be used for the Bank's publications;
- k. protecting the Bank's interests; or
- l. all other purposes which are ancillary to or related with any of the above.

You understand and agree that:

1. the consent given above cannot be withdrawn where such disclosure of your information is necessary for the provision / operation of the account, product and/or service or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements in where without such information the Bank will not be able to offer product/ service requested by you.
2. Where you have provided the Bank with sensitive personal information (in particular, information consisting your physical/mental health for applications of insurance/takaful products/services), you provide consent for the Bank to process the same in the manner described pursuant to the personal data requirements under the Personal Data Protection Act 2010 and applicable guidelines including BNM Guidelines as may be issued from time to time.
3. The Bank may modify or update its Disclosure of Customer Information from time to time, a copy of which is available at www.rhbgroup.com.
4. You may exercise your options in respect of receiving marketing materials (including cross-selling, marketing and promotions) by visiting the branch or contact RHB Customer Contact Centre (03-9206 8118).

17. DUTY TO VERIFY STATEMENTS OF ACCOUNTS

You must verify all statements of accounts sent to you by the Bank and immediately inform the Bank if there is any discrepancy in such statements of accounts, and if you fail to do so then such statements of accounts will be deemed to be conclusive and binding against you.

18. STATEMENT BY BANK

- (a) The certificate of the Bank as to the amount outstanding, due and payable, will be final and conclusive and not (except for manifest errors) be questioned on any account.
- (b) If you have selected for e-Statement in the Statement Type, you acknowledged that you have read, agreed to and understand the contents stipulated in the Electronic Statement User Agreement – Terms & Conditions ("e-Statement T&C") and you agreed that you will be bound by such e-Statement T&C. You may view the e-Statement T&C by visiting www.rhbgroup.com

19. SUSPENSE ACCOUNT

Any money received by the Bank in respect of the Banking Facility may be placed temporarily in a general account of the Bank for as long the Bank thinks fit, without the Bank being required to use such money to pay any of your liabilities to the Bank.

20. BANKRUPTCY SEARCH

The Bank will conduct bankruptcy searches on you/your guarantor(s) before the disbursement of the Banking Facility and at any time later. All charges incurred in connection with the bankruptcy searches before disbursement of the Banking Facility must be paid by you. If any of the searches confirm that you/your guarantor(s) are declared bankrupt,



**FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE**

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

or if there are any legal proceedings, suits, or actions, instituted against you or your guarantor, the Bank may, with prior written notice to you and by stating reasons in such written notice, withdraw, cancel, terminate and/or recall the Banking Facility.

21. SET OFF/COMBINATION OR CONSOLIDATION OF ACCOUNTS

The Bank may, by giving seven (7) days prior written notice to you, deduct any money in any of your accounts with the Bank to pay any amount due and payable by you to the Bank. The Bank may at its discretion do anything to cause such deduction to be made under this clause (including making currency exchanges).

22. TERMS AND CONDITIONS RELATING TO OVERDRAFT FACILITY

- (a) You must open a current account with the Bank and the Overdraft Facility must be utilised by drawing against such account.
- (b) Utilisation of the Overdraft Facility must be in such manner as the Bank may from time to time prescribe, and in accordance with normal banking practice.
- (c) You must operate your account with the Bank in a satisfactory manner and pay the monthly interest in respect of the Overdraft Facility promptly, and if you fail to so do then the Bank may vary the terms and conditions imposed including the interest rate by giving twenty one (21) days' written notice prior to the effective date and stating the reason for such variation in such written notice.
- (d) Your Overdraft account must be operated actively and within the approved limit at all times, and the Bank may (with written notice to you) close such account and, with prior written notice to you, recall the Overdraft Facility if your account is blacklisted under the Bank's dishonoured cheque tracking system.

23. OTHER TERMS AND CONDITIONS

- (a) The interest on any principal monies, including interest that is converted to capital will at the end of each month be added for all purposes to the outstanding principal sum, and will then bear interest (before as well after judgment) at the prevailing interest rate, even if the relationship of banker-customer between the Bank and you may cease for any reason.
- (b) If the Bank recalls any part of the Banking Facility, the Bank further may impose at the Bank's discretion, with written notice to you, additional interest over the Standardised Base Rate on the amount outstanding.
- (c) The Bank may, with written notice to you, convert interest to capital if the Banking Facility is under recall, despite any termination of the banker-customer relationship for any reason. The Bank may, with written notice to you, charge additional interest, at such rate that may be imposed at any time by the Bank at its discretion, above the Bank's prevailing Standardised Base Rate (before as well after judgment).
- (d) You agree that if the Bank does not exercise its rights or remedies under the Banking Facility fully or at any given time, the Bank may still exercise such right or remedy at a later time.
- (e) If any provision of this Letter of Offer becomes invalid, the validity of the remaining provisions will not in any way be affected.
- (f) The Bank may vary, substitute, add and/or subtract security imposed in relation to the Banking Facility by giving prior written notice to you and by stating reasons for such variation, substitution, addition and/or subtraction in such written notice.
- (g) The Bank may impose and/or revise interest rates, fee and/or other charges at any time with at least twenty one (21) calendar days prior written notice before the effective date to you (and the reason for such imposition and/or revision of the interest rates, fee and/or other charges will be specified in the written notice), and for which the Bank may, with written notice to you, deduct from your account.

24. APPOINTMENT OF COLLECTION AGENT

The Bank may, with prior written notice to you, appoint an agent of its choice to collect all and any sums due to the Bank from you under these Terms and Conditions.

25. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613) ("AMLA")

- (1) The Customer hereby represents and warrants to, and undertakes with, the Bank that: -
 - (i) it has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
 - (ii) it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;



**FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE**

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

- (iii) it has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and
- (iv) it has not concealed, disguised or impeded, and shall not at any time 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 an unlawful activity or instrumentalities of an offence;
- (v) it will at all times comply with the Regulatory Requirements (as defined below in Clause 2);
- (vi) it will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 2 causing legal repercussion to RHB due to its actions; and
- (vii) it understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

(2) For the purpose of this Clause, the following are the definitions:

"instrumentalities of an offence" means:-

- (a) anything which is used in, or in connection with, the commission of any unlawful activity; or
- (b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

"proceeds of an unlawful activity" means any property, or any economic advantage or economic gain from such property, within or outside Malaysia: -

- (a) which is wholly or partly:-
 - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
 - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
 - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- (b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

"property" means:-

- (a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- (b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller's cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

"unlawful activity" means:-

- (a) any activity which constitutes any serious offence or any foreign serious offence; or
- (b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

"serious offence" means:-

- (a) any of the offences specified in the Second Schedule of AMLA;
- (b) an attempt to commit any of those offences; or
- (c) the abetment of any of those offences;



**FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE**

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

"**transaction**" includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.;

(3) The Customer acknowledges and agrees with the Bank that:-

- (a) the Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013 and the Islamic Financial Services Act 2013, to which Bank as a licensed Islamic financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");
- (b) the Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- (c) if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the Facility has occurred or arisen, or the approval of the Facility would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank's receipt of any alert or positive name match from the relevant checks conducted on the Customer and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Letter of Offer, the Bank shall, at any time by giving not less than fourteen (14) working days written notice or such shorter period as required or permitted by such Regulatory Requirement, be entitled to:-
 - (i) Suspend the Banking Facility, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
 - (ii) Cancel the Banking Facility and terminate its relationship with the Customer, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.

If the Facility are is cancelled/terminated by the Bank pursuant to their compliance to Regulatory Requirements:-

- (aa) no utilisation or further utilisation of the services under the Facility shall be allowed; and
- (bb) the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Facilities Agreement, the Security Documents, the applicable laws or otherwise;
- (d) it shall provide all such documents and information as the Bank may require (at all times during the term of the Facility) for the purposes of complying with the Regulatory Requirements;
- (e) the Bank shall be entitled to stop all services to be performed and received under the Facility until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

26. MALAYSIAN ANTI-CORRUPTION COMMISSION ACT 2009 ("MACC ACT")

The Customer and Security Party are required to read and understand the anti-corruption policies and procedures of the Bank that are available on the Bank website at www.rhbgroup.com. If the Customer or Security Parties do not understand the policies, procedures or any related updates, the Customer or Security Party may contact the Bank's Group Integrity & Governance Division.

The Customer and the Security Party each represent and warrant to the Bank that it is in compliance with all the relevant laws, regulatory requirements and the anti-corruption policies and procedures of the Bank, including all anticorruption and anti-bribery laws and regulatory requirements, and will at all times remain in compliance with all such laws, regulatory requirements and the anti-corruption policies and procedures of the Bank. The Customer and the Security Party each agree that they will co-operate with the Bank to complete any verification exercises conducted by the Bank in accordance with the anti-corruption policies and procedures of the Bank, including but not limited to providing all documents and/or information required by the Bank.

The Customer and the Security Party each further represent and warrant to the Bank that it has not nor is suspected of having given, promised, offered, solicited, accepted, obtained, received, agreed or attempted so to do, and will not at any time give, promise, offer, solicit, accept, obtain, receive, agree or attempt so to do, any forms of gratification,



**FOR NON-PROPERTY FINANCING
OVERDRAFT AGAINST UNENCUMBERED ASB/ASM2W CERTIFICATE**

STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER

whether directly or indirectly, to or from any person connected or associated to the Banking Facility or the Customer's or the Security Party's affairs or business ("Person") in order to:

- (i) improperly influence any act, omission or decision by that Person in respect of any matter or transaction, whether actual or proposed or likely to take place; or
- (ii) improperly induce that Person to use the Person's influence with or on any entity or any other person to affect any act, omission or decision by such entity or other person; or (iii) secure any improper advantage.

For purposes of this Letter of Offer, the "gratification" has the meaning set out in Section 3 of the MACC Act/herein below:

- (a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- (b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage; (e) any forbearance to demand any money or money's worth or valuable thing;
- (e) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
- (f) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

The Customer and the Security Party each agree that it shall upon the occurrence of any of the above stated events, at the earliest opportunity thereafter, report such events to the Malaysian Anti-Corruption Commission or the Royal Malaysia Police, and the confidential reporting channel (Speak Up Corner) of the Bank available on the Bank's corporate website @ www.rhbgroup.com. Failure to make such report amounts to an offence and on conviction will attract a fine not exceeding Ringgit Malaysia Ten Thousand (RM10,000.00) or imprisonment for a term not exceeding two (2) years or to both.

The occurrence of any of the foregoing activities shall amount to an Event of Default under the Banking Facility and the Bank shall be entitled without further notice to the Customer to exercise forthwith all or any of its rights, powers and remedies under the Banking Facility or by statute or otherwise, and the Bank shall make the necessary disclosures in compliance with the relevant laws and regulatory requirements.

27. AGENCY KAUNSELING DAN PENGURUSAN KREDIT (AKPK)

BNM has established Agensi Kaunseling dan Pengurusan Kredit (AKPK) to provide free services on money management, credit counseling, financial education and debt restructuring for individuals. For enquiry, please call 03-2616 7766.

**28. BANK NEGARA MALAYSIA LINK (BNMLINK) AND OMBUDSMAN FOR FINANCIAL SERVICES (OFS)
(formerly known as Financial Mediation Bureau)**

If you are not satisfied with the outcome of the investigation or of the complaint, you may appeal against such outcome by referring such complaint to the Bank Negara Malaysia or Ombudsman for Financial Services (OFS). For enquiry, please call:

BNMLINK: 1-300-88-5465

Ombudsman for Financial Services (OFS): 03-2272 2811