

PUBLIC PERSONAL FINANCING-i TERMS AND CONDITIONS

This **Public Personal Financing-i** Terms and Conditions shall be read together with the Letter of Facility and be binding on the Customer immediately upon approval of the Facility by the Financier.

The Customer has read, understood and agrees to be bound by this **Public Personal Financing-i** Terms and Conditions and any additions or amendments as may be made from time to time with prior notice to the Customer.

PART A: STANDARD TERMS & CONDITIONS

1. METHOD OF FINANCING

Under the Tawarruq transaction, the Customer may utilize the Facility upon completion of the following transactions:

- (a) Upon the acceptance of the Letter of Facility, the Customer shall request the Financier to purchase the underlying Shariah-compliant commodities acceptable by the Financier ("**Commodity**"), from any commodity trader acceptable to the Financier and the Customer will undertake to purchase the Commodity from the Financier.
- (b) Further to the Customer's request, the Financier shall then purchase the Commodity from the commodity trader at the Commodity Cost which is equivalent to the Facility Amount.
- (c) The commodity trader will deliver and transfer the beneficial ownership of the Commodity to the Financier evidenced by the relevant certificate.
- (d) The Customer may opt to :-
 - (i) accept delivery of the commodities, or sell commodities to any third party at the Customer's will, with all related costs borne by the Customer. The Customer hereby release the Financier from all responsibilities and undertake to indemnify the Financier against any legal action including indemnifying all costs and expenses or damages that the Financier may experience or incur as a result of the Customer's choice;
OR
 - (ii) entrust the commodity to the Financier and authorize the Financier as the Customer's representative/agent to sell the commodity to a third-party buyer chosen by the Financier and thereby credit the proceeds of the sale of the commodity (Facility Amount) to the Customer's account.
- (e) If the Customer has chosen Clause 1 (d) (ii) above, the Customer will appoint the Financier as its agent restricted to conclude the purchase of the Commodity from the Financier by executing on behalf of the Customer the Murabahah Sale Contract and to sell the Commodity to a third-party commodity trader.
- (f) The Financier will then sell and the Customer (through its agent) shall purchase the Commodity by executing the Murabahah Sale Contract at the Murabahah Sale Price

("Purchase Transaction") on deferred payment terms subject to the terms and conditions of this Letter of Facility.

- (g) Upon the conclusion of the Purchase Transaction, the Financier acting as agent of the Customer will sell the Commodity to a third-party commodity trader at the Commodity Cost ("**Sale Transaction**"). **Purchase Transaction** and **Sale Transaction** are collectively referred to as "**Tawarruq Transaction**".
- (h) Proceeds from the sale of the Commodity shall be payable to the Customer by way of direct transfer into the Customer's account or any other mode of payment as agreed between the Customer and the Financier and such amount paid to the Customer shall be deemed to form part of the Facility made hereunder.

2. **PURCHASE REQUEST AND UNDERTAKING**

- (a) The Customer hereby requests to purchase the Commodity from the Financier at the Murabahah Sale Price which is payable in accordance to the terms of the Facility.
- (b) The Customer promises and irrevocably undertakes to purchase the Commodity from the Financier, at Murabahah Sale Price and to execute the Murabahah Sale Contract.
- (c) The Customer confirms that the undertaking herein shall be irrevocable (except with the prior written consent of the Financier) and binding on its estate, heirs, successors in title, permitted assigns and personal representatives.
- (d) The Customer undertakes to fully indemnify and keep the Financier indemnified from or against any expenses, loss, damages or liabilities resulting from any defect, malfunction and/or the lack of merchantable quality of the Commodity or lack of fitness for use of the Commodity or otherwise howsoever in connection with the purchase request including indemnify the Financier against any loss in any manner whatsoever which the Financier may suffer as a result of the Financier agreeing to participate in the purchase or sale of the Commodity save for the Financier's willful misconduct and gross negligence.

3. **APPOINTMENT OF AGENCY (WAKALAH)**

- (a) Agent to Purchase: The Customer hereby irrevocably and unconditionally appoints the Financier as its purchasing agent to purchase the Commodity from the Financier, upon the Financier having purchased the Commodity from a commodity trader.
- (b) Agent to Sell: The Customer hereby irrevocably and unconditionally appoints the Financier to be its selling agent to sell the Commodity after the conclusion of the Murabahah Sale Contract to any third-party commodity trader as the Financier may deem fit and to receive proceeds from the sale of the Commodity on its behalf.
- (c) The Financier, in acting as the Customer's agent, shall be authorized: -
 - (i) to sign and execute all documents and do all acts and observe and perform all obligations required to be done in connection with the appointment as agent,

or imposed under any agreement of sale of the Commodity pursuant to Clause 3 (a) and (b) above, from and/or to any commodity trader; and

- (ii) to delegate its rights and duties as an agent herein to any third party to do all acts necessary for the completion of the required transactions; and
 - (iii) to do all the administrative duties regarding the holding, purchasing and selling of the Commodity thereof.
- (d) The Customer shall be bound by any contract or agreement the Financier enters into with the said third party commodity trader for the purpose of the sale of the Commodity on its behalf.
- (e) The Customer hereby undertakes to indemnify the Financier from all losses, costs, expenses or damage that the Financier may suffer or incur as a result of fulfilling the Financier's agency functions as set out above.
- (f) The Financier's appointment as agent under this Clause 3 shall be automatically terminated upon termination or cancellation of the Facility.

4. TERMS AND CONDITIONS OF THE TAWARRUQ TRANSACTION

- (a) The Tawarruq Transaction shall be governed by the Letter of Facility, this PF-i Terms and Conditions and the Murabahah Sale Contract.
- (b) The Customer shall obtain such title to the Commodity as the Financier receives from the commodity trader but free from encumbrances. The Financier shall not be deemed to give any warranty or representation (express or implied) whatsoever, whether arising by law, statute or otherwise and, without prejudice to the generality of the foregoing, any such warranty or representation by the Financier is hereby expressly excluded to the full extent permitted by any applicable law.
- (c) The Customer (via the Financier as its purchasing agent) agrees that in purchasing the Commodity from the Financier, the Customer shall have accepted the Commodity on an 'as is, where is, and with all faults' basis and shall have no remedy against the Financier in respect of quality, condition, quantity, description, title or otherwise. All risks in the Commodity shall pass to the Customer immediately at the time when the Purchase Transaction is entered into, being the time when the Murabahah Sale Contract is executed.

The Customer hereby waives any claims which it may have against the Financier in respect of any loss or damage which it may suffer by reason of, or arising out of or in connection with the Transaction Documents or otherwise (howsoever arising) in connection with or arising from any Tawarruq Transaction.

5. **PAYMENT OF MURABAHAH SALE PRICE**

- (a) The payment of the Murabahah Sale Price shall be made by the Customer through salary deduction on monthly basis or any methods as the Financier deems fit.
- (b) All payments shall be made in Ringgit Malaysia in immediately available funds not later than 11.00 am on the relevant day to the Financier's account as the Financier may have notified to the Customer.
- (c) Any payment which is due to be made on a day that is not a business day shall be made on the next business day or, if that business day falls in the following month, the preceding business day.
- (d) If the Customer changes or ceases its employment, the payment of the Murabahah Sale Price shall be made by the Customer via:-
 - (i) a new salary deduction arrangement with the new employer of the Customer directly or through any other methods as the Financier deems fit; or
 - (ii) Financial Process Exchange (FPX), Interbank GIRO (IBG), over the counter at Koperasi Tentera's Branch or any other method as deemed fit by KT.

PART B: GENERAL TERMS AND CONDITIONS

1. **DISBURSEMENT CONDITIONS**

The utilization of the Facility, which shall be made on a business day, is subject to the compliance of the following conditions:

- (a) The Conditions Precedent for the Facility have been fulfilled by the Customer to the satisfaction of the Financier;
- (b) Disbursement shall be made available by way of lump sum payment; and
- (c) Method of disbursement will be made by way of transfer into the Customer's bank account (*preferred Islamic account – if available*) as stated by the Customer in the application form.

2. **CONDITIONS PRECEDENT**

- (a) The Letter of Facility has been duly accepted by the Customer;
- (b) Receipt a certified true copy of the relevant takaful cover notes or policies/certificates as required by the Financier under the Facility with the Financier's rights and interest as beneficiary to be endorsed therein;
- (c) Receipt of confirmations and verifications from the employer(s) or relevant parties for the Financier to proceed with the salary deduction; and
- (d) All other conditions or documents as may be stipulated or required by the Financier have been fulfilled or completed and no Event of Default has occurred.

3. **EARLY SETTLEMENT**

- (a) The Customer may make early settlement to the Financier of the Murabahah Sale Price in full, provided that one (1) month prior written notice (Early Settlement Notice) shall be given in advance to the Financier.
- (b) any Early Settlement Notice once given shall be irrevocable.

PROVIDED ALWAYS that the Financier shall be entitled to charge the Customer actual incidental costs and expenses incurred by the Financier due to early settlement made by the Customer in accordance with the prevailing policy and procedure of the Financier in consistent with the Guidelines of Bank Negara Malaysia and Shariah principles.

4. **IBRA' (REBATE)**

Subject to Shariah principles:

- (a) The Financier shall grant Ibra' in case of early settlement of the Facility to the Customer.
- (b) The Financier shall grant Ibra' on its profit of the unutilised amount of the Facility.
- (c) The Financier shall grant Ibra' if there is any difference between the Murabahah Sale Price and the total monthly installment payable (as the case may be).
- (d) Any Ibra' granted by the Financier shall be deemed as final and conclusive. The Customer must agree as to the accuracy of the Ibra' granted without any contestation or dispute.
- (e) The Ibra' shall be calculated as stated below:-
Ibra' at settlement = Deferred profit – Early Settlement Charges

Settlement amount = Outstanding selling price + installments due + late payment charges (if any) - Ibra'

For avoidance of doubt, it is hereby acknowledged and agreed that the rebates referred to herein shall not be construed in any manner whatsoever as cash rebate payable to the Customer, but shall be reflected as a reduction in the profit element of the Murabahah Sale Price.

5. **TA'WIDH (LATE PAYMENT CHARGES)**

Notwithstanding anything contained in this PF-i Terms and Conditions, the Customer hereby agrees, covenants and undertakes to pay to the Financier compensation on overdue instalments and payments of the Murabahah Sale Price on the date of maturity of the Facility as follows:

- (a) for failure to pay any instalments of the Facility from the date of first utilization until the maturity date or such failure continues beyond the maturity date, the compensation rate shall not exceed one per centum (1%) per annum on the overdue

amount or any other method approved by Bank Negara Malaysia based on actual loss;

- (b) The compensation shall be calculated as follows: -

Default payment during the financing period or after the maturity date: -

$$\text{Overdue instalment(s) amount} \times 1\% \times \frac{\text{No. of Days Overdue}}{365/366 \text{ (leap year)}}$$

- (c) The amount of such compensation shall not be compounded on the overdue instalment amount or outstanding principal.

6. COVENANTS

The Customer hereby agrees and undertakes as follows:

- (a) To punctually pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, the monthly payment of the Murabahah Sale Price, and all his/her indebtedness and other obligations of whatever nature;
- (b) To simultaneously perform and carry out any and all of his/her obligations under the Facility;
- (c) To furnish or cause to be furnished to the Financier all such information as the Financier shall reasonably request;
- (d) To take all steps as may be necessary to ensure that there is no material adverse effect on his/her financial position; To take all steps as may be necessary to ensure that there is no material adverse effect on his/her financial position;
- (e) To promptly notify the Financier in the event the Customer resigns, changes, ceases or has been terminated from his/her employment or occurrence of any event which may affect the ability of the Customer to perform his/her obligations under the Facility or the monthly salary deduction. The Financier shall have the right to impose a new salary deduction arrangement with the new employer of the Customer directly or through any other methods as deemed fit by the Financier;
- (f) To promptly notify the Financier of any material event or adverse change in the condition (financial or otherwise) of the Customer and of any litigation or other proceedings of any nature whatsoever being threatened or initiated against the Customer. All such written notification to be given to the Financier not later than fourteen (14) days after the Customer has acknowledged of the change or of the litigation or other proceedings or threat thereof and the amount of any contingent liability if such amount is ascertainable;
- (g) To maintain or cause to be maintained a valid takaful certificate(s), until maturity of the Facility. The Financier shall be named as beneficiary / covered party of the takaful certificate. All cost shall be borne by the Customer;

- (h) To notify the Financier of the occurrence of any Event of Default or of any other event which the Customer becomes aware which might adversely affect the Customer's ability fully to perform its obligations under this Facility;
- (i) The Facility shall be only utilized for Shariah Compliant activity(ies); and
- (j) To ensure its income does not derive from and/ or involve any element which contravenes with the Shariah.

7. REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants to the Financier as follows (including but not limited to):

- (a) The Customer has full legal right, authority, power and capacity to accept the Facility and to perform the terms in the Transaction Documents;
- (b) The terms of the Transaction Documents constitute legal, valid and binding obligations enforceable against the Customer;
- (c) The Customer's acceptance of the Facility and the performance of the terms herein will not contravene any law, regulation, order or decree of any governmental authority, agency or court to which the Customer is subject;
- (d) The Customer is not in default under any agreement to which the Customer is a party or by which the Customer may be bound;
- (e) All information furnished by the Customer to the Financier in connection with the Facility are true and correct and there has been no omission which would render the information inaccurate or misleading;
- (f) There is no bankruptcy proceedings currently pending or threatened against the Customer;
- (g) No litigation, arbitration, administrative proceeding or claim, which might materially and adversely affect its ability to observe or perform its obligations under the Facility is presently in progress or pending against the Customer;
- (h) No investigations by any government agency, body or other regulatory authority are pending or are to be instituted against the Customer;
- (i) all acts, conditions and things required to be done, fulfilled and performed (i) to enable the Customer lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it in the Transaction Documents to which it is a party, (ii) to ensure that the obligations expressed to be assumed by the Customer in the Transaction Documents to which the Customer is a party are legal, valid and binding and (iii) to make the Transaction Documents to which the Customer is a party

admissible in evidence in its jurisdiction of incorporation have, in each case, been done, fulfilled and performed;

On the date of the disbursement of the Facility, the Customer shall be deemed to represent and warrant to the Financier that the representations and warranties contained herein are true and accurate in all respects as if made on each such date and that no Event of Default and no event which with the giving of notice or passing of time would constitute an Event of Default has occurred.

8. EVENTS OF DEFAULT

Customary events of default including but not limited to the following:

- (a) The Customer fails to make payment of the Murabahah Sale Price and/or any other amounts when due and payable; or
- (b) The Customer fails to perform or observe any of its obligations (other than payment obligations) under the Transaction Documents and the failure, if capable of remedy is not remedied within thirty (30) days after notice of such failure has been given by the Financier to the Customer; or
- (c) Death or insanity or permanent disability of the Customer; or
- (d) Presentation of a bankruptcy petition against the Customer; or
- (e) It is or will become unlawful for the Customer to perform or comply with any one or more of its obligations under the Transaction Documents; or
- (f) The Customer repudiates any of the Transaction Documents and/ or any agreements necessary to the performance of the Facility; or
- (g) The Customer fails to comply with any covenants, undertakings, provisions or terms in this PF-i Terms and Conditions or any Transaction Documents or any agreement relating to other accounts or credit facilities; or
- (h) Any representation or warranty or statement which is made by the Customer in this PF-i Terms and Conditions and/or Transaction Documents proves to have been incorrect or misleading in a particular deemed by the Financier to be material as of the date at which it was made or deemed to have been made; or
- (i) Any other event or series of events, whether related or not, including but without limitation to any material adverse change in the assets or financial condition of the Customer, act of violence, terrorism, hostility of war, national emergency, rebellion, revolution, insurrection, usurpation or occurrence of any epidemic/pandemic of whatsoever description or other calamity (whether occurring within or outside or directly involving Malaysia or any other place where the Financier may now or from time to time hereafter conduct or carry on business and whether of a national or international nature or otherwise) or other change in circumstances whatsoever has or have occurred which in the reasonable opinion of the Financier:

- (i) would or might render it inadvisable or impractical for the Financier to make, maintain or fund the Facility or to continue to do so to allow any utilization or further utilization of the Facility; or
- (ii) could or might affect the ability or willingness of the Customer to observe or comply with any obligation on the part of the Customer in relation to the Facility.

9. **CONSEQUENCES OF EVENT OF DEFAULT**

The Financier, its agent or its solicitor may (without prejudice to any other rights and remedies under this PF-i Terms and Conditions and/ or the other Transaction Documents) upon and at any time after the occurrence of any Event of Default, declare that:

- (a) any commitment or obligation on the part of the Financier to make available the Facility shall be terminated;
- (b) the Facility has been terminated, whereupon the Customer shall forthwith be bound by and comply with the same on demand and any outstanding balance thereof and all other moneys payable by the Customer under the terms of the Transaction Documents shall be forthwith due and payable on demand; and
- (c) forthwith thereafter exercise the powers conferred upon it under the Transaction Documents in accordance with the terms therein to recover all sums payable under the Transaction Documents.

10. **COST AND EXPENSES**

- (a) All legal and professional fees, stamp duties, taxes and any other out of pocket expenses incurred in relation to the Facility shall be borne by the Customer.
- (b) All costs and expenses incurred by the Financier or for and on behalf of the Customer in enforcing any term of condition or in obtaining payment of any sum due and payable or any cost and expenses in relation to takaful shall be for the account of the Customer.

11. **PERSONAL DATA PROTECTION ACT 2010 (ACT 709)**

- (a) The Financier may at any time, disclose to any person who may in the Financier's absolute discretion, require such information or access thereof any documents or records of, or information relating the Transaction Documents and/ or the Facility, business or affairs of the Customer whether or not confidential and whether or not the disclosure would be in breach any law or of any duty owed to the Customer provided that in respect of documents, records or information which the Customer has informed the Financier to be confidential, the person receiving such information from the Financier may be required to undertake to maintain the confidentiality of documents, records or information received, whether past, present or future.
- (b) The Customer expressly covenants with the Financier that during the continuance of the Facility, it will permit and consent the Financier or its branches, related corporations, affiliates and/ or agents of the Financier and/ or third parties selected

by any of them, wherever situated, to give information concerning the Facility (including for data processing, statistical and risk analysis purposes) to Suruhanjaya Koperasi Malaysia, the Central Credit Bureau, Bank Negara Malaysia, to its auditors, legal counsel and other professional advisers, to any persons who gives any security under the Facility;

- (i) Pursuant to any subpoena or other legal provisions or in connection with any legal action, suit or proceeding relating to the Facility or security; and
- (ii) Pursuant to any law.
- (c) The Financier may disclose to any person who derives or may derive rights or obligation under or by reference to the Transaction Documents (including but not limited to an assignee or transferee or prospective assignee or transferee) such information about the Customer in relation to the Facility or the Transaction Documents as shall have been made available to the Financier generally.
- (d) The Customer hereby acknowledges and agrees that the permission given under this Letter of Facility is deemed to be the permission given for the purposes of Personal Data Protection Act 2010 (PDPA) that no further consent from the Customer and/ or security provider is required for the purpose of PDPA.
- (e) The Customer authorizes the transfer of any information relating to the Customer to and between the branches, related corporations, affiliates or agents of the Financier and third parties selected by any of them, wherever situated, for confidential use (including for data processing, statistical and risk analysis purposes) and further acknowledges that any such branch, related corporation, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, legal process or as requested by any authority or body or agency in accordance with which it is required to act as it shall determine.
- (f) The Financier shall not be liable whether directly or indirectly to the Customer or any other person(s) for such disclosure pursuant to this clause. .

12. ASSIGNMENT AND TRANSFER

- (a) The Financier shall be entitled at any time to assign or transfer all its rights title or interest under the Facility with notice to the Customer.
- (b) The Customer may not assign or transfer any of its rights or obligations under the Facility without the prior written consent of the Financier.

13. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS FROM UNLAWFUL ACTIVITIES ACT 2001

The Customer hereby agrees, covenants and undertakes that the Customer has never and would not:

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

The Customer confirms to the Financier that it is not involved in any money laundering activity within the meaning of Section 3 of the Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

14. VARIATION OF MONTHLY INSTALMENT

The Financier reserves the right to vary the prescribed profit rate referred to in the Letter of Facility provided that it shall not exceeds the Murabahah Sale Price, at any time and from time to time with notice to the Customer in writing. The variation shall take effect from the date specified in the Financier's notice.

15. VARIATION OF TERMS

- (a) The Financier may at any time hereafter at the Customer's request convert and/or vary all or any part of the Facility hereby granted into another facility or facilities and in such an event, the liability or obligations hereunder created shall continue to be valid and binding for all purpose whatsoever up to the Murabahah Sale Price notwithstanding such addition or change and subject to such variations as shall be informed by the Financier.
- (b) Notwithstanding any provision to the contrary, the terms and conditions of the Facility from time to time, may be varied by the Financier and where the variation is material, a 21 days' notice in writing will be given to the Customer, PROVIDED THAT such amendment or variation are subject to and shall be in compliance and in conformity with Shariah. Thereupon, such amendments and variations shall be deemed to have been made and shall be read and construed as having formed part of this PF-i Terms and Conditions at the time of execution.

16. ILLEGALITY

If by reason of any change in any applicable law regulation or regulatory requirement or in the interpretation or application thereof by any governmental or any authority whereby it shall become unlawful for the Financier to comply with its obligations hereunder, the Financier shall promptly inform the Customer of the relevant circumstances whereupon:

- (a) any outstanding obligations of the Financier shall forthwith be terminated and cancelled; and
- (b) the Customer shall upon demand refund to the Financier all monies covenanted to be paid by the Customer under the Transaction Documents.

17. **CROSS DEFAULT**

The Financier reserves the right to proceed with legal proceedings against the Customer or any security provider or to recall the Facility and all other monies payable to the Financier under the Facility or withdraw the Facility if there is a default in the payment of any monies due by the Customer hereunder or a default by the Customer under any other account with the Financier or any financial institution or if there is a default in the payment of any monies under the accounts of any other party of which the Customer is a guarantor.

18. **SEVERABILITY**

Any term, condition, stipulation, provision, covenant or undertaking contained herein which is illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions hereof. Any such illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

19. **PRE AND POST DISBURSEMENT RIGHT TO CANCEL**

The Financier has, at its absolute discretion and without assigning any reasons, the right to cancel the Facility offered, at any time before or after disbursement, should there be discovered any material omission or facts not disclosed or wrongly represented or even when there should be any subsequent change of the Customer's status where the Financier is of the opinion, would affect the credit assessment of the Customer.

20. **RIGHT TO SET OFF**

Without prejudice to any other remedies which the Financier may have, upon occurrence of an event of default, the Financier may with notice to the Customer set-off or transfer any sum standing to the credit of any such account, agreement or contract in or towards the satisfaction of the Murabahah Sale Price and any other moneys owing to the Financier under the Facility or under any other accounts of whatsoever nature, agreements or contracts or otherwise.

21. **SERVICE OF NOTICES AND LEGAL PROCESS**

- (a) Any notice or communication may be in writing and may be delivered personally or by post to the Customer at the address stated in the Letter of Facility. Proof of posting or dispatch of any notice or communication to the Customer shall be deemed to be proof of receipt:
 - (i) if personally delivered, at the time of delivery; or
 - (ii) if posted, after the expiry of three (3) day after posting; or
- (b) The service of any legal process may be given by prepaid registered post sent to the respective address for service of the parties herein and such legal process shall be deemed to have been duly served after the expiration of five (5) days from the date it is posted and if delivered by hand on the day when it is delivered and duly acknowledged.
- (c) No change in the Customer's address herein stated however brought about shall be effective or binding on the Financier unless actual notice of the change of address has been received by the Financier.

22. **CONCURRENT PROCEEDINGS**

Notwithstanding any provision hereof, it is hereby expressly agreed that upon default or breach by the Customer of any term, covenant, stipulation and/or undertaking provided under any Transaction Documents and on the part of the Customer to be observed and performed, the Financier shall thereafter have the right to exercise all or any remedies available whether by this Letter of Facility or the other Transaction Documents or by statute or otherwise and shall be entitled to exercise such remedies concurrently including pursuing a civil suit to recover all amount due and owing to the Financier.

23. **GOVERNING LAW/ JURISDICTION**

This PF-i Terms and Conditions shall be governed by and construed in all respect in accordance with the laws of Malaysia and the parties hereto submit to the non-exclusive jurisdiction of the courts of Malaysia.

24. **WITHHOLDINGS**

All payments by the Customer under this Letter of Facility, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by law, in which event the Customer shall:

- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
- (b) forthwith pay to the Financier such additional amount so that the net amount received by the Financier will equal the full amount which would have been received by it had no such deduction or withholding been made;
- (c) pay to the relevant taxation or other authorities within the period for payment permitted by the applicable law, the full amount of the deduction or withholding (including, but without prejudice to the generality of the foregoing, the full amount of any deduction or withholding from any additional amount paid pursuant to this Section);
- (d) furnish to the Financier, within the period for payment permitted by the applicable law, either:
 - (i) an official receipt of the relevant taxation authorities in respect of all amounts so deducted or withheld as aforesaid; and
 - (ii) if such receipt is not issued by the relevant taxation authorities on payments to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding.

25. **REVIEW**

Notwithstanding anything to the contrary, the Facility is subject to periodic review by the Financier at any time irrespective of whether or not an Event of Default has occurred and nothing herein shall be deemed to impose on the Financier any obligation either at law or in equity to make or to continue to make available the Facility to the Customer.

26. **MODIFICATION AND INDULGENCE**

The Financier may, subject to Shariah compliance at any time without in any way affecting the rights of the Financier hereunder:

- (a) determine, vary or increase any financing, credit or other facility granted to the Customer and may open and/ or continue any account or accounts, current or otherwise for the Customer at any of the Financier's branch or branches; and
- (b) grant to the Customer or any other person any time or indulgence.

27. **EVIDENCE OF INDEBTEDNESS**

In any proceedings relating to this PF-i Terms and Conditions and other Transaction Documents a statement as to any amount due to the Financier under the Facility shall, in the absence of manifest error, be conclusive evidence that such amount is in fact due and payable.

28. **INDEMNITY**

The Customer agrees to indemnify and hold the Financier harmless against all losses, damages, claims, proceedings, demands, actions, penalties and expenses (including legal costs on a solicitor and client basis) that may be brought at any time by any person as a result of the Financier making available the Facility to the Customer in accordance with guidelines issued by Bank Negara Malaysia and/or Suruhanjaya Koperasi Malaysia and Shariah principles.

29. **RELAXATION, WAIVER ETC**

No relaxation, forbearance, indulgence, failure or delay on the part of the Financier in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Financier under this PF-i Terms and Conditions and/or the other Transaction Documents upon any default on the part of the Customer shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in any default.

30. **LIABILITIES AND OBLIGATIONS**

The liabilities and obligations created by this PF-i Terms and Conditions and the other Transaction Documents hereof shall continue to be valid and binding for all purposes whatsoever notwithstanding:

- (a) any time or indulgence which the Financier may from time-to-time grant to the Customer for the payment of monies due to the Financier or for the observance or performance of any term stipulation covenant or promise on the part of the Customer to be observed and performed under the terms of this PF-i Terms and Conditions and the other Transaction Documents; and
- (b) any arrangement entered into or any composition accepted by the Financier modifying its right and remedies under this PF-i Terms and Conditions and the other Transaction Documents or any alteration in the obligations terms stipulations covenants and promises contained herein or therein or by any forbearance whether as to payment time performance or otherwise.

31. **RECONSTRUCTION OF THE FINANCIER**

The liabilities and obligations created by this PF-i Terms and Conditions and other Transaction Documents shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction, or otherwise, which may be made in the constitution of the Financier.

32. **SATISFACTION**

Notwithstanding anything to the contrary contained herein it is hereby agreed that on the satisfaction by payment or otherwise of the indebtedness and any other monies due under the Transaction Documents, all the provisions herein contained shall cease to be of any effect but without prejudice to the Financier's rights and remedies against the Customer in respect of any antecedent claim or breach of covenant.

33. **TIME**

Time wherever mentioned shall be of essence.

34. **REMINDER**

- (a) The Financier shall be entitled at any time and at its absolute discretion to send to the Customer a reminder in respect of any installment due by the Customer ("Reminder") and the Customer may be notified of each Reminder via electronic mail ("e-mail") and/or mobile phone (if supported by the Customer phone operator) subject to the relevant terms and charges of the phone operator.
- (b) The Customer is fully aware that the Customer's receipt of each Reminder may be delayed or prevented by factor(s) affecting the relevant service provider(s), phone operator(s) and any other relevant entities. The Customer accepts that the Financier neither guaranteed the delivery nor accuracy of the contents of each Reminder and shall not be liable to the Customer or any other party for any loss or damage arising from:
 - (i) non-delivery, delayed delivery or wrongful delivery of each Reminder; or
 - (ii) inaccurate content of each Reminder; or
 - (iii) the Customer's use or reliance on the contents of any Reminder for any other purposes.

For avoidance of doubt, the information in respect of any Reminder may be subjected to certain time lags and/or delays. The features of any Reminder may at any time be varied or discontinued by the Financier, with or without notice to the Customer and at its absolute discretion.

35. **TELEPHONE MONITORING AND RECORDING**

The Customer authorizes the Financier to contact the Customer via telephone call in relation to the Facility. For the purpose of placing telephone call, the Customer agrees that the Financier may place such telephone call by means of an automatic dialing. The Financier may, from time to time, monitor and/or record the telephone calls between the Customer and the Financier. The Customer further agrees that the monitoring and/or recording may be done without any notice by the Financier to the Customer and no additional approval from the Customer is needed.

36. **FORCE MAJEURE**

The Financier shall not be liable for any failure in performing any of its obligations hereunder or any claim in respect of any loss, damage or injury to earnings, profit, goodwill or business caused directly or indirectly or other fault if such failure, loss, damage or other fault is caused by circumstances beyond the reasonable control of the Financier including but not limited to any loss or damage by fire, explosion, lightning, tempest, flood, earthquake, cyclone, hurricanes, natural catastrophe, riot, civil commotion, strike, lockout, malicious acts, epidemic, pandemic, accident, casualty, act of public enemy, embargo, war, act of God and/or other risks/events/natural calamities.

37. **COMPLIANCE WITH COURT ORDERS**

The Customer agrees that the Financier can act in any way as the Financier sees fit, without consulting the Customer beforehand, if the Financier is served with a court order issued by a court of any jurisdiction. The Customer further agrees that the Customer will not hold the Financier liable for any loss or damage in connection with the Financier's actions thereof.

38. **STAMP DUTY**

It is hereby agreed and declared that the Transaction Documents are instruments employed in one transaction relating to the Facility and for the purpose of Section 4(3) of Stamp Act, 1949, (Consolidated and Revised in 1989), the Letter of Facility shall be deemed to be the principal instrument and the other Transaction Documents shall be deemed to be the subsidiary instruments.

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APPENDIX 1

(Form of Murabahah Sale Contract)

MURABAHAH SALE CONTRACT

THIS AGREEMENT is made the day and year stated in Section 1 of Schedule 1 hereof

BETWEEN

- (1) **KOPERASI ANGKATAN TENTERA MALAYSIA BERHAD** (Co-operative Registration No. 3522) a co-operative society registered under the Co-operative Societies Act 1993 and having its registered office at No. 1, Jalan 2/65C, Off Jalan Pahang Barat, 53000 Kuala Lumpur (“the Financier”) of the first part.

AND

- (2) The party whose name and registered address and business address are stated in the Letter of Facility (the “**Customer**”) of the second part.

The Parties HEREBY AGREE AND DECLARE as follows:

1. SALE OF COMMODITY

Pursuant to the Letter of Offer which is as detailed in Section 3 of Schedule 1, the Financier hereby sells and the Customer hereby purchases the Commodity (the description of which is as stated in Section 4 of Schedule 1 (the “Commodity”) at the Murabahah Sale Price stated in in Section 5 of Schedule 1 (the “Murabahah Sale Price”) which includes the Commodity cost as stated in Section 6 of Schedule 1 hereto and the Financier’s profit margin upon deferred payment terms and subject to terms and conditions in the Letter of Facility.

2. TRANSFER OF OWNERSHIP

- (a) Upon completion of this Murabahah Sale Contract, the liabilities and beneficial ownership of the Commodity shall immediately pass to the Customer.
- (b) The Customer is purchasing the Commodity unconditionally and without reservation on an “as is where is” basis and shall have no remedy against the Financier in respect of quality, condition, or otherwise in respect of the Commodity.
- (c) The transfer of ownership of the Commodity shall be evidenced by certificate and the delivery order issued by the commodity trader.
- (d) The Financier shall retain the relevant certificate relating to the Commodity in its custody as trustee for the benefit of the Customer for the purpose of subsequent sale of the Commodity to a Commodity Trader pursuant to the Appointment of Agency by the Customer. The Customer shall have the right to inspect the said certificate at the premise

of the Financier or to require the Financier to furnish the Customer with a photocopy of the said certificate by written notification to the Financier.

3. PAYMENT OF THE MURABAHAH SALE PRICE

The payment of the Murabahah Sale Price by the Customer to the Financier shall be as stated in Section 7 of Schedule 1 hereto at the time and in the manner as stated in the Letter of Facility.

4. TERMS AND CONDITIONS

The terms and conditions set out in the Letter of Facility and other Transaction Documents shall be binding on the Customer and the Financier.

5. STAMPING

It is hereby agreed that this Agreement is an instrument employed in one transaction to secure the payment of the Murabahah Sale Price within the meaning of Section 4 (3) of the Stamp Act 1949 and for the purpose of the said Clause, this Agreement is deemed to be the subsidiary instrument. Pursuant to Para 6 of the General Exemptions of the First Schedule of the Stamp Act 1949 wherein this Agreement is an additional instrument strictly required for the purpose of compliance with the Shariah principles, this Agreement is exempted from stamp duty.

IN WITNESS WHEREOF the parties have hereunto set their respective hand(s) the day and year, first above written.

The Financier

Signed by)
)
for and on behalf of)
KOPERASI ANGKATAN TENTERA MALAYSIA BERHAD)
(Co-operative Registration No. 3522))
in the presence of:-)

The Customer (through its agent)

Signed by)
)
for and on behalf of)
KOPERASI ANGKATAN TENTERA MALAYSIA BERHAD)
(Co-operative Registration No. 3522))
as agent of the Customer)
in the presence of:-)

Schedule 1
(to Murabahah Sale Contract)

Section	Item	Particulars
1	Date of Murabahah Sale Contract	<DD MMM YYYY>
2	Name of the Customer & Address	<CUSTOMER NAME> <ADDRESS 1> <ADDRESS 2> <ADDRESS 3> <ADDRESS 4>
3	Date of Letter of Facility	<DD MMM YYYY>
4	Details of the Commodity	The Commodity as stated in the Certificate No. [CPO12AUG2024-0009616-000] of the Commodity
5	Murabahah Sale Price	RM <XXX,XXX.00>
6	Commodity Cost	RM <XXX,XXX.00>