

Appendix 3

This Appendix 3 sets out additional terms and conditions which, if selected, will apply as supplemental terms to and will form part of the Personal Financing-i Terms and Conditions. Unless defined below, all capitalised terms will have the definitions given to such given in the Personal Financing-i Terms and Conditions.

- PERSONAL FINANCING-i**
 (*Corporate Community Select Programme – Salary Deduction “CCSP – SD”*)
 (*Employee Banking Solution – Salary Deduction “EBS – SD”*)
 (*Employee Banking Solution – Standing Instruction “EBS – SI”*)

Supplemental Terms
CCSP – SD / EBS – SD / EBS – SI

ADVANCE INSTALMENT

1. The Customer shall, prior to the disbursement of the Facility, pay to the Bank in advance such number of monthly instalment as stated in the Personal Financing-i Deduction Form. The advance instalment shall be retained as advanced payment of the Facility throughout the tenure of the Facility. The Bank may without notice to the Customer apply any part of the said advance instalment towards settling any amount due under the Facility and the Customer shall upon demand by the Bank replenish any amount of the advance instalment so utilised by the Bank. The advance instalment paid to the Bank is not a deposit placed with the Bank and do not constitute a debt obligation owed by the Bank. There is no intention to create any security interest over the advance instalment.

CONDITIONAL HIBAH

2. The Customer shall enjoy a preferential rate of financing which is lower than the applicable board rate at the time of the approval of the Facility. Whilst the board rate is used to calculate the sale price of the Commodity to the Customer, the Bank shall grant conditional Hibah to the Customer at such amount to ensure that the Customer is only paying monthly instalment calculated based on the preferential rate of financing.
3. The Customer shall no longer enjoy the preferential rate of financing on the occurrence of any of the following event:-
 - a. in relation to the *CCSP-SD* and *EBS – SD* programme
 - i. the Customer leaving or resigning from the organisation that is participating in the programme;
 - ii. the participating organisation cancelling the monthly salary deduction arrangement;
 - iii. the participating organisation failing to remit the deducted salary to the Bank on timely basis;
 - b. in relation to *EBS-SI* programme, the Customer cancelling the standing instruction arrangement in relation to monthly repayment
4. On the occurrence of any of the above event, the Bank shall cease the grant of conditional Hibah and the Bank will have the right to revise the monthly instalment using the board rate prevailing at the point of application.

RESIGNATION OR TERMINATION

5. In the event the Customer resigns or is terminated from employment with the participating organisation, the Customer's savings or current account with the Bank (“Deposit Account”) shall be maintained and the Bank is authorised to deduct the Customer's monthly instalment from the Deposit Account until full repayment is being made.

PERSONAL FINANCING-*i*
(for *Government Employee ("PF-i Government Employee")*)

Supplemental Terms
PF-i Government Employees

1. ADVANCE INSTALMENT

The Customer shall, prior to the disbursement of the Facility, pay to the Bank in advance such number of monthly instalment as stated in the Payment Instruction Form. The advance instalment shall be retained as advanced payment of the Facility throughout the tenure of the Facility. The Bank may without notice to the Customer apply any part of the said advance instalment towards settling any amount due under the Facility and the Customer shall upon demand by the Bank replenish any amount of the advance instalment so utilised by the Bank. The advance instalment paid to the Bank is not a deposit placed with the Bank and do not constitute a debt obligation owed by the Bank. There is no intention to create any security interest over the advance instalment.

2. RESIGNATION OR TERMINATION

In the event the Customer is no longer a government employee or the salary deduction arrangement is no longer applicable, the Customer shall open a savings or current account ("*Deposit Account*") with the Bank and the Bank is authorised to deduct the Customer's monthly instalment from the *Deposit Account* until full repayment is being made.

PERSONAL FINANCING-*i* (SECURED)
(*Secured by Current Account, Saving Account or Term Deposit "PF – TD /CASA"*)

Supplemental Terms PF
– TD / CASA

DEFINITION

1. "**Deposit Accounts**" means the deposit accounts and other deposit products maintained with the Bank including all amounts (whether principal or income and any further sum from time to time deposited with the Bank) standing to the credit of such account, whether by addition to or by way of renewal, extension or replacement of any monies previously deposited in or credited to such account or otherwise. The particulars of the accounts are as described below.

SECURITY

2. As a continuing security for payment of all monies outstanding or payable under the Facility and discharge of all the Customer's obligations and liabilities in respect of the Facility, the Customer as the sole legal and beneficial owner of the *Deposit Account*, agrees to charge by way of a first fixed charge, absolutely assign, pledge and place under lien the *Deposit Accounts* to the Bank.
3. The Customer agrees that this security shall take effect on the date of disbursement of the Facility to the Customer. This security shall automatically lapse and cease to be full force and effect if:-
 - a. the Customer's application is withdrawn or is rejected by the Bank; or
 - b. the Facility is cancelled prior to disbursement.
4. The Customer represents and warrants that his or her rights title, benefit, and interest in respect of the *Deposit Accounts* are free from any mortgage, charge, pledge, lien or other encumbrances of any kind.
5. Until all liabilities in respect of the Facility have been unconditionally discharged in full, the Customer shall not:-
 - a. assign, transfer, mortgage, charge, permit to subsist any other encumbrances, or otherwise deal with the *Deposit Accounts* (including attempting any of the foregoing action) except for the security created hereunder;
 - b. uplift or close the *Deposit Accounts*; and
 - c. withdraw or use any monies in the *Deposit Accounts* including any income earned or to be earned on the *Deposit Accounts*

unless the Customer has obtained the prior written consent of the Bank, which the Bank may withhold or grant with or without any condition at its discretion.
6. The Customer shall forthwith inform the Bank upon issuance, publication, service or occurrence (time being of the essence) of any application, demand notice, order, proposal or transaction in any way affecting the *Deposit/Investment Accounts* and produce the same to the Bank if called upon to do so.

7. The Customer shall on demand and at the Customer's expense execute any document, cause to be deposited any instruments certificates or evidence of title to the Deposit Accounts and do any other act which the Bank may direct, from time to time, to give effect, perfect and preserve the security created or intended to be created herein.

ENFORCEMENT

8. Upon the occurrence of an event of default, the Bank may, with at least seven (7) days' notice to the Customer, apply, transfer or set-off, all or any part of the deposit or credit balances under the Deposit Accounts in or towards payment or satisfaction of all amount outstanding or payable in the following order:-
- a. firstly, in payment of costs, charges, expenses, and fees incurred by the Bank in enforcing the security;
 - b. secondly, towards payment of all amount due to the Bank in respect of the Facility; and
 - c. finally, in payment of the surplus (if any) to the Customer.
9. The Bank's rights or remedies herein are cumulative and are in addition to any rights or remedies provided by the law and does not prejudice any other securities which the Bank may from time to time hold. The Bank may exercise all or any of its rights or remedies available including exercising them concurrently.

ADDITIONAL EVENT OF DEFAULT

10. The occurrence of any one of the following event shall be additional event of default:-
- a. in the Bank's reasonable opinion, the Bank's security interest in the Deposit Accounts is in jeopardy;
 - b. the security arrangement,
 - i. ceases to have full force and effect;
 - ii. is otherwise challenged, terminated or invalidated;
 - iii. is unenforceable; or
 - c. the Deposit Accounts is forfeited.

Supplemental Terms
PF – TD/ CASA
Particulars of Term Deposit/Current Account / Savings Account

Item	Account(s)	Particulars
1.		
2.		

PERSONAL FINANCING-*i* (SECURED)

(Secured by Gold “PF - GOLD”)

**Supplemental
Terms PF – GOLD**

DEFINITION

1. “**Deposited Security**” means, gold bars, gold nuggets, gold plates or such other gold item as may be mutually agreed between the Bank and the Customer, deposited and pledged by the Customer to the Bank, the particulars of which as described in below (which shall also include replacement or further Deposited Security from time to time deposited and pledged by the Customer to the Bank).

SECURITY

2. As a continuing security for payment of all monies outstanding or payable under the Facility and discharge of all the Customer’s obligations and liabilities in respect of the Facility, the Customer as the sole legal and beneficial owner of the Deposited Security, agrees to deposit and pledge the Deposited Security to the Bank.
3. At all times throughout the tenure of the Facility, the total outstanding amount of the Facility must not be more than seventy five per centum (75%) of the Deposited Security value based on the prevailing Bank’s published gold buying price of the Deposited Security. If the Deposited Security is other than gold bar purchased from the Bank, any gem stone and other non-gold item attached, fixed or somehow embedded in such Deposited Security will be excluded from the valuation of the value of such Deposited Security.
4. The Customer shall, upon demand, deposit with the Bank further Deposited Security as the Bank may determine when the total outstanding amount of the Facility is more than seventy five per centum (75%) of the Deposited Security value based on the prevailing Bank’s published gold buying price of the Deposited Security. Failure by the Customer to provide additional security as requested within five (5) business days or as stipulated by the Bank from time to time will entitle the Bank to declare an event of default.
5. The Customer agrees that this security shall take effect on the date of disbursement of the Facility to the Customer. This security shall automatically lapse and cease to be full force and effect if:-
 - a. the Customer’s application is withdrawn or is rejected by the Bank; or
 - b. the Facility is cancelled prior to disbursement.
6. The Customer represents and warrants that
 - a. the Deposited Security is genuine;
 - b. the Deposited Security is acquired through legal means; and
 - c. his or her rights title, benefit, and interest in respect of the Deposited Security are free from any mortgage, charge, pledge, lien or other encumbrances of any kind;
7. The Customer undertake to provide a receipt of purchase of the Deposited Security to the Bank as a proof of ownership, upon request by the Bank.
8. The Customer hereby agrees that the possession of the Deposited Security shall be delivered to the Bank and the Deposited Security shall be kept by the Bank in such place as the Bank deems secure and proper. The Bank will compensate the loss of the Deposited Security while the same is in Bank’s custody. The compensation made by the Bank for such loss will be similar to the said Deposited Security in terms of designs, types and weight or if the Bank is not able to compensate the Customer with similar Deposited Security, then the Bank may compensate the Customer with an amount equivalent to the prevailing Bank’s published gold buying price of the Deposited Security to be calculated as at the time of loss or as at the time such loss is discovered by the Bank (as the case may be). The new Deposited Security compensated by the Bank will be considered as the replacement of the lost Deposited Security. The compensation made by the Bank under this clause shall be considered as full and final settlement for such loss.
9. Until all liabilities in respect of the Facility have been unconditionally discharged in full, the Customer shall not:-
 - a. assign, transfer, mortgage, charge, permit to subsist any other encumbrances, or otherwise deal with the Deposited Security (including attempting any of the foregoing action) except for the security created hereunder; and
 - b. withdraw from safe-keeping the Deposited Security unless the Customer has obtained the prior written consent of the Bank, which the Bank may withhold or grant with or without any condition at its discretion.
10. The Customer shall forthwith inform the Bank upon issuance, publication, service or occurrence (time being of the

essence) of any application, demand notice, order, proposal or transaction in any way affecting the Deposited Security and produce the same to the Bank if called upon to do so.

11. The Customer shall on demand and at the Customer's expense execute any document, cause to be deposited any instruments certificates or evidence of title to the Deposited Security and do any other act which the Bank may direct, from time to time, to give effect, perfect and preserve the security created or intended to be created herein.

ENFORCEMENT

12. Upon the occurrence of an event of default, the Bank may, with at least three (3) days' notice to the Customer, seize or take possession of the Deposited Security and exercise its right of sale over the Deposited Security or any part thereof to any person in a commercially reasonable manner. Without precluding any other methods of sale, the sale of the Deposited Security or any part thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors in Malaysia disposing of similar property.

13. Any proceeds from such enforcement shall be applied in the following manner:-
- a. firstly, in payment of costs, charges, expenses, and fees incurred by the Bank in enforcing the security;
 - b. secondly, towards payment of all amount due to the Bank in respect of the Facility; and
 - c. finally, in payment of the surplus (if any) to the Customer.

14. The Bank's rights or remedies herein are cumulative and are in addition to any rights or remedies provided by the law and does not prejudice any other securities which the Bank may from time to time hold. The Bank may exercise all or any of its rights or remedies available including exercising them concurrently.

ADDITIONAL EVENT OF DEFAULT

15. The occurrence of any one of the following event shall be additional event of default:-
- a. in the Bank's reasonable opinion, the Bank's security interest in the Deposited Security is in jeopardy;
 - b. the security arrangement,
 - i. ceases to have full force and effect;
 - ii. is otherwise challenged, terminated or invalidated;
 - iii. is unenforceable;
 - c. the Deposited Security is forfeited; or
 - d. failure by the Customer to provide additional security in accordance with clause 4 above.

Supplemental Terms
PF- GOLD
Particulars of Deposited Security

Item	Matter	Description
1.	Type of gold / gold item	
2.	Caratage / Fineness and Weight	Caratage / Fineness: Weight:
3.	Value & Valuation Date	Value: RM Valuation Date: