







I/We hereby:

1. Apply for Hong Leong ASB Financing-i ("ASB Financing-i") by completing this application form, which also serves as a letter of offer, and understand that this application and all supporting documents remains the Bank's property regardless of whether the Facility is rejected or approved.
2. Declare and confirm that I/We clearly understand that the completed application form, signed, copied and faxed or scanned to the Bank for the application of the Facility will be considered as the original form for verification and purchasing of funds. Notwithstanding the abovementioned, I/We MUST submit the original executed and completed application form, deliver it to the Bank promptly upon request. I/We understand that my/our digital signature captured on the electronic device(s) used by the Bank is encrypted and will be used for the sole purpose of the Facility application. By affixing my/our digital signature on the e-application, I/We accept and agree to be bound by the terms and conditions and/or any other terms and conditions imposed by the Bank from time to time relating to the Facility with prior notification;
3. Declare that all information furnished to Hong Leong Islamic Bank Berhad ("the Bank") are complete, true and correct and will immediately inform the Bank of any changes to the same and authorise the Bank to verify and obtain any other information required from any sources including but not limited to CCRIS, FIS, CTOS or any credit reference agency, Inland Revenue Authorities or any authorities and by whatever means and at any time as the Bank considers appropriate and further agree that the Bank is not under any obligation to disclose the information to me/us;
4. Declare that I/We have fully disclosed to the Bank all of my outstanding financing facilities with all financial service providers including non-financial entities. Any inaccuracy or misrepresentation provided by me/us in the aforesaid information shall not attribute to the Bank's failure to adhere to Bank Negara Malaysia (BNM) guidelines; The Bank reserves the right to review, cancel and/or terminate the Facility granted to me/us, at any time at the Bank's discretion and I/We shall bear all losses and charges incurred arising from such untire, incomplete and/or inaccurate information;
5. Authorise and permit the Bank to:
  - (a) Check my eligibility to purchase the ASB/ ASB2 units from Amanah Saham Nasional Berhad ("ASNB") on my behalf;
  - (b) Upon the Bank's approval of the ASB/ASB2 Financing-i, purchase the ASB/ASB2 units from ASNB on my behalf;
6. Irrevocably authorise and permit the Bank, its officers and employees to disclose and furnish all my/our information concerning the Facility, this application, present and future accounts and any other matters relating to me or my business and operations to:
  - (a) Other financial institutions granting or intending to grant any financing/ credit facilities to me/us, the Credit Bureau or any other central credit bureau established by BNM, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authorities/agencies established by the Association of Banks in Malaysia or Association of Islamic Banking Institutions Malaysia;
  - (b) Any current or future corporation which may be associated or related with the Bank, including representative and branch offices and their respective representatives as well as subsidiaries of the Hong Leong Bank's holding company;
  - (c) The security party or any party intending to provide security in respect of the Facility;
  - (d) The Bank's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and;
  - (e) The Bank's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies.

I/We hereby irrevocably consent to such disclosure and confirm that the Bank, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with the Terms and Conditions;
7. Declare that I/We am/are not in default on any accounts with the Bank or other financial institutions and further authorise the Bank to discuss with the relevant financial institution(s) regarding any late payment history;
8. Declare that I/We am/are not a bankrupt, that no act of bankruptcy has been committed by me/us and there are no prosecution or bankruptcy proceedings pending, instituted or order obtained against me/us;
9. Agree and grant approval to the Bank to terminate, cancel, withdraw and/or suspend the Facility in the event that the Facility is in arrears for 2 consecutive months, the pledged ASB Units will be liquidated immediately and the proceeds will be used to settle the outstanding Facility.
10. For ASB Term Reducing Takaful ("ARTT") (if applicable), I hereby:
  - (a) Understand and agree to be protected by ARTT; a Takaful Plan offered by a takaful operator approved by the Bank;
  - (b) Understand that the Bank will only finance the takaful contribution up to a maximum of five percent of the ASB/ASB2 units value (as defined in clause 4 of Terms and Conditions);
  - (c) Confirm that I am satisfied with the explanation given to me on the ARTT and acknowledge and confirm that I have read the information summarized in its Product Disclosure Sheet;
- (d) Consent to the Bank disclosing the information contained in this application form to the takaful operator approved by the Bank;
- (e) Understand that the contribution rate shall be determined by the takaful operator from time to time;
- (f) Understand that the rebate on early cancellation of takaful is in accordance to the terms and conditions of the takaful operator; and
- (g) Understand that the Certificate of takaful which contains detailed information shall be sent to me upon my enrolment.
11. Confirm and understand that the Bank reserves the right to decline an application;
12. Declare that I/We understand that the application for the Facility shall be subject to the Terms and Conditions, a copy of which has been made available to me/us and which is also available at the Bank's website at www.hlisb.com.my, and that I have read and understood the Terms and Conditions and agree to be bound by the same;
13. Understand that the Bank reserves the right to vary the Profit Rate which is subject to final decision by the Bank. I also understand that the Final Profit Rate will be notified to me via the Bank's Disbursement Notice;
14. Understand and agree that the Bank may approve the Facility for an amount or tenure that is lower than what I/We have applied for;
15. Grant approval to the Bank to deduct upfront any stamp duties, takaful contribution (if applicable) and/or will writing service fee (if applicable) from the Facility amount;
16. Undertake to pay to the Bank on the due date, the Monthly Instalments based on the Facility Amount granted and at the profit rate stated in the Bank's Disbursement Notice to be sent to me/us, as well as any other fees and charges applicable under the Terms and Conditions;
17. I/We hereby understand and agree that I/We shall pay the Bank an endorsement fee of Ringgit Malaysia Fifty (RM50) only (payable to ASNB)
18. Notwithstanding other terms of this Facility(ies), the effective profit rate charged by the Bank shall not be less than 0.00% p.a. at any time and the Bank reserves the right to apply the ICOF as a Reference Rate.  
 ICOF is defined as the cost to the Bank of providing or funding the Facility(ies) from whatever source it may select at its absolute discretion plus the cost of maintaining its statutory reserves, liquidity requirements, administrative and other related costs of the Bank as stipulated by the Bank from time to time.  
 The minimum Effective Profit Rate (EPR) applicable to the Facilities shall not be less than 1.70% per annum calculated on daily rest or such other minimum rate as may be prescribed by the Bank from time to time.
19. Acknowledge that in the event the financing tenure extends into my/our retirement age, I/We am/are aware that it is my responsibility to ensure that I/We have a retirement plan to adequately cater for the financing payments accordingly;
20. Acknowledge and agree that this application, the Terms and Conditions, the Bank's Disbursement Notice and all other documents issued by the Bank in connection with the Facility shall form and be construed as a single agreement entered by me/us with the Bank;
21. Understand and agree that if an Event of Default (as defined in Clause 18 of the Terms and Conditions) occurs :-
  - (a) The Bank is entitled to take such action (whether on its own accord or through its agent(s) as may be appropriate against me/us for the recovery of all sums due and outstanding under the Facility and/or sell my/our account, in the event that my/our account has been classified as delinquent or impaired by the Bank, to such third party as the Bank deems fit in its sole and absolute discretion; and
  - (b) If I/We fails, neglects and/or omits to respond to notices and/or communications issued by the Bank in relation to my/our default under the Facility in accordance with the Terms and Conditions, I/We hereby agree and consent to the Bank, its employees, its representatives and/or its agent (s) to liquidate ASB/ASB 2 Unit(s) pledged as security for the payment of any amount outstanding under the ASB Financing-i Facility and proceed to terminate ARTT if financed under the facility and secure the surrender value of the said Takaful Certificate from the Takaful Operator.  
 In the event that proceeds obtained from the liquidation is insufficient to pay off the total outstanding amount, I/We shall be liable for any shortfall and all other charges incurred, until the total outstanding amount is fully paid off. Nonetheless, if the account remains outstanding and due, the Bank can proceed with legal action recover the total amount outstanding.
22. If I am an employee of Hong Leong Group ("Group") submitting this application under the Bank's Staff Commercial Package, I am aware that I have to fully settle the balance of the Facility before the effective date of cessation of service, failing which, the effective profit rate of the Facility shall automatically be revised to the prevailing commercial effective profit rate of the Bank and the revised rate shall take effect from the date of termination or cessation of my employment with the Group without any further notice to me other than to notify me of the revised instalments (if applicable). I herein authorize the Bank to check my employment status with my employer throughout the tenure of the Facility.

23. Represent and warrant that I/We have obtained the consent of all persons named in my/our application for the Facility or such other document submitted to the Bank in support of my/our application for the Facility and/or my/our authorised representatives, including but not limited to directors, shareholders, authorised signatories or such other persons as specified by the Bank ("Relevant Data Subjects") for the Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Notice as may be amended from time to time;
24. (a) Irrevocably and unconditionally agrees and undertake to purchase the mentioned Asset (as stipulated in the Letter of Agency herein) at the Selling Price as defined in the T&C of the Facility.  
 (b) The Asset will be sold to the me on an "as is where is" basis without any representation or warranty in respect thereof and upon issuance of the purchase agreements, certificates and other instruments, all risk shall pass to me/us and the Bank shall be freed from any liabilities, responsibilities or obligations relating to the Asset in any form or manner whatsoever.  
 (c) Any defects or non-delivery or any disputes whatsoever in relation to the Asset shall not in any way affect or absolve my obligations or undertakings hereunder, or under the Facility.  
 (d) This purchase undertaking shall be irrevocable (except with prior written consent of the Bank) and binding on me and my successors in title, permitted assigns and personal representatives.
25. I/We undertake to fully indemnify and to keep the Bank indemnified from or against any expenses, loss, damages or liabilities resulting from any defect, malfunction and/or lack of merchantable quality of the Asset or lack of fitness for use of the Asset or otherwise howsoever in connection herewith including against any loss in any manner whatsoever which the Bank may suffer as a result of the Bank agreeing to participate in the Murabahah via Tawarruq arrangement save and except where it is due to gross negligence, fraud or wilful misconduct by the Bank or its agents.
26. Agree and acknowledge that, the ASB Certificate shall only bear the Principal Applicant's name as the proprietor even though the ASB Financing-i is offered under joint basis.
27. Agree and acknowledged that the maximum tenure of the ASB Financing-i shall be based on the Principal Applicant's age even though the ASB Financing-i is offered under a joint basis.
28. **Confirm and acknowledge that I/We have read and understood the following, copies of which have been made available to me:**
- Terms and Conditions ("Terms and Conditions") for ASB Financing-i;
  - Product Disclosure Sheet for ASB Financing-i;
  - Product Disclosure Sheet for ASB Reducing Term Takaful ("ARTT"), if applicable;
  - Unit Trust Financing Risk Disclosure Statement by ASNB; and
  - Surat Akuan dan Pengesahan by ASNB.
29. **Foreign Exchange Notices of Bank Negara Malaysia – Declaration And Undertaking**
- a) I/We further declare the information provided on my/our residency status in this document, is correct and complete and in full compliance with the Foreign Exchange Notices.
- b) I/We shall be fully responsible for any inaccurate, untrue or incomplete information provided.
- c) I/We hereby authorise the Bank to make this information available to BNM in compliance with the Foreign Exchange Notices.
- d) I/We hereby undertake to inform the Bank of any subsequent changes to my/our residency status and to enclose documentary evidence that may be required by the Bank.
- e) I/We fully aware that the Bank reserves the right to terminate the Facility granted to me/us with prior notice, if my/our residency status changes to non-resident and I/We failed to obtain BNM's approval. I/We shall bear all losses and charges incurred arising from such changes.
- f) I/We have been informed that the information on Foreign Exchange Notices is also available in the Bank's website for my/our references.

Note : Customers who wish to opt-out from the sharing of their personal data within the Bank's and/or Hong Leong Financial Group Berhad's group of companies for marketing and promotional purposes are required to call our Call Centre at 03-7626 8899 or walk in to nearest HLBB/HLISB branches to register the instructions to opt-out of the said sharing.

I/We hereby confirm that:

I/We have read, understood, agreed to and confirm the contents of all sections of this (i) ASB-i Application Form Declaration & (ii) Customer Data Privacy Declaration and Consent Form including the Privacy Notice clauses provided at [www.hlisb.com.my/ASBF\\_PDPA](http://www.hlisb.com.my/ASBF_PDPA) which are applicable to me/us.

## PART IV

### Letter of Agency

To : HONG LEONG ISLAMIC BANK BERHAD

I/We hereby irrevocably and unconditionally appoint the Bank to be my/our absolute agent, to do the following duties:

- (a) to purchase any Shariah compliant commodities ("Asset") approved by the Bank's Shariah Committee; from the Bank (in its capacity as seller) on deferred payment terms at the agreed price equivalent to the Facility Amount in a manner and terms as determined by the Bank at the Bank's discretion.
- (b) to take possession (physical or constructive) of the Asset;
- (c) upon my/our request, allow me/us to obtain possession of the Asset at my/our own costs and expenses subject that the Bank have yet to sell the Asset on my/our behalf to any commodity purchaser approved by the Bank's Shariah Committee ("third party");
- (d) to sell the Asset to any third party at the Bank's discretion on my/our behalf at the price equivalent to the Facility Amount;
- (e) to receive the Sale Proceeds on my behalf from the third party purchaser of the Asset, to hold the Sale Proceeds on trust for me/us and credit it to your collection account for purpose of acquiring ASB / ASB 2 units on my behalf;
- (f) to deliver possession of and title in and to the Asset to the third party purchaser of the Asset;
- (g) to do all acts incidental to the above but shall not be limited to the execution of the Electronic Sales Certificate of any document or instrument required thereof, delivery, possession and retention of the Asset in any manner as you deem fit;
- (h) shall recognise that the Bank as my/our absolute and undisclosed agent shall at all times be:-
  - i) be authorised to sign and execute all documents and do all acts and observe and perform all obligations required to be done in connection with its appointment as my/our agent, or imposed under any sale transaction to the third party purchaser of the Asset;
  - ii) authorised to delegate its rights and duties as an agent to any third party to do all acts necessary for the completion of the required transactions; and
  - iii) required to do all the administrative duties regarding the holding and the sale of the Asset as well as takaful coverage thereof where applicable.
- (i) Notwithstanding any sale of the Asset by the Bank as my/our agent and/or any defects and/or any non-delivery and/or any dispute whatsoever in relation to the Asset that I/We may have with the third party purchaser pursuant to the sale by the Bank sold the Asset as agent on my/our behalf subsequent to the my/our purchasing the Asset from the Bank but prior to the full settlement of the Selling Price and the Indebtedness created under the said Electronic Sales Certificate, it shall not in any way impair or absolve the Customer's obligations as arising out in the Electronic Sales Certificate and in the Facility.
- (j) I/We shall be bound by any contract or agreement that the Bank enters into on my/our behalf with any third party pursuant to the Bank's appointment as agent. Each sale and purchase transactions carried out shall not be unilaterally terminated by any of the contracting parties.
- (k) I/We do not deem the Bank's appointment as agent to create a partnership or a joint venture, nor does it establish a relationship of principal or agent in any other relationship between me/us and the Bank.
- (l) This appointment shall immediately cease upon expiry or termination of the Facility;
- (m) I/We hereby undertake to indemnify the Bank from any losses, costs, expenses or damage that the Bank may suffer or incur as a result of fulfilling the Bank's agency function as set out above unless such losses, costs, expenses or damages are due to the gross negligence, fraud and wilful misconduct of the Bank or its agent.
- (n) I/We shall be bound by any contract or agreement that the Bank enters into on my/our behalf with any third party pursuant to the Bank's appointment as agent. Each sale and purchase transactions carried out shall not be unilaterally terminated by any of the contracting parties.

Yours faithfully,

APPLICANT'S SIGNATURE	
X _____ Applicant Signature	_____ Date
X _____ Joint Applicant 1 Signature	_____ Date
X _____ Joint Applicant 2 Signature	_____ Date

ATTENDED BY	
_____ Officer's Name	_____ Date
_____ Officer's Tel. No.	

### FOR BANK USE

Total Financing Amount	Tenure
Financing Amount (For Stamping excluding ARTT)	
Authorised Signatory	

ARTT Advisor	
Full Name	Agent Code
	T
Signature	