

STANDARD TERMS AND CONDITIONS – CONVENTIONAL FACILITY

1. DOCUMENTATION

The Customer hereby agrees with NTT DATA PAYMENTS SDN BHD (formerly known as GHL PAYMENTS SDN BHD) (Company No. 200001004910 / 507515-H) (“**NDPS**”) that these Standard Terms and Conditions (“**T&C**”) will bind the Customer whose application for the lending products and/or services (“**Facility**”) has been approved by NDPS.

2. FINAL AND BINDING AGREEMENT

These T&C and all other Facility documents constitute the final and binding agreement between the Customer and NDPS.

3. CONDITIONS PRECEDENT FOR DISBURSEMENT

- 3.1.** The Customer confirms that it/he/she has read, fully understood and agrees that these T&C are legally binding on him upon NDPS’s receipt of the Customer’s acceptance.
- 3.2.** This Facility is to be disbursed to the Customer after all the conditions precedents in these T&C are fulfilled to the satisfaction of NDPS.

4. DISBURSEMENT TERMS

- 4.1.** NDPS will disburse the Facility amount as approved by NDPS to the Customer after deducting all fees and charges payable to NDPS.
- 4.2.** The Customer will be informed if there are any changes to the method of disbursing the Facility amount.

5. PAYMENT BY CUSTOMER

- 5.1.** The Principle Sum and Interest Sum is to be paid according to the number of periodic instalments provided by NDPS to the Customer.
- 5.2.** All payments are to be made to NDPS fully without any set-off or other deduction.
- 5.3.** If the law requires a deduction from any payment, the Customer is required to increase the payment to make sure that the net amount received by NDPS is the same as the amount that ought to be received by NDPS in accordance with these T&C.
- 5.4.** Payments received from the Customer will be applied in a manner considered appropriate by NDPS.
- 5.5.** The periodic instalments and tenure of the Facility may not be changed by the Customer without the consent of NDPS.
- 5.6.** The Customer undertakes to make the necessary arrangements for the payment of the periodic instalments in accordance with these T&C even if the Customer would be outside of Malaysia for any period of time.

6. PREPAYMENT, EARLY SETTLEMENT AND REBATE

- 6.1.** If the Customer wishes to settle the Principle Sum and Interest Sum fully before the Facility tenure ends, the Customer is to provide to NDPS a one (1) month’s prior written notice.
- 6.2.** NDPS may a rebate if any, on the remaining amount of the Interest Sum based on the full settlement of the Principle Sum and Interest Sum by the Customer in the following situations:

- (a) Redemption or prepayment of the Facility;
- (b) Rescheduling of the Facility;
- (c) Default by the Customer; or
- (d) Termination or cancellation of the Facility before its maturity.

Note:

Rebate will be calculated based on the following formula:

Rebate = deferred interest – early settlement charges

7. LATE PAYMENT CHARGES

The Customer hereby agrees that NDPS's right to impose and demand from the Customer late payment charges if the Customer fails to do the following:

- (a) Payment of all outstanding periodic instalments and the total amount agreed to be paid by the Customer to NDPS on its respective due dates; and/or
- (b) Payment of all outstanding periodic instalments upon expiry or termination of the Facility.

The late payment charges will be calculated according to the rate stated below:

- i) **Prior to maturity date** late payment charges rate: 8% per annum calculated on daily basis.

On the amount of:

- (a) Overdue instalments, to be calculated after the due date until the full settlement of the overdue instalments; and/or
- (b) The outstanding balance, to be calculated from the date of cancellation until full settlement of the outstanding balance.

- ii) **After maturity date** late payment charges rate: 8% per annum calculated on daily basis.

On the amount of:

- (a) The outstanding balance calculated from the maturity date until full settlement.

- iii) **After NDPS has obtained court judgment** against the Customer Late payment charges rate: 8% per annum calculated on daily basis from the date of court judgement to the settlement date.

On the amount of:

- (a) The outstanding balance (excluding legal cost and late payment charges as stated in the judgment) to be calculated from the date of judgment until full settlement of the judgment sum.

Note:

- i. Late payment charges will not be compounded.
- ii. Total late payment charges will not be more than the outstanding principal.
- iii. Outstanding balance refers to principal balance and earned interest.

8. RIGHTS TO TERMINATE THE FACILITY

- 8.1 NDPS has the right to terminate the Facility at any time (including before the disbursement of the Facility amount) if there is a breach of any of these T&C. Upon the termination of the Facility, all outstanding amounts owed by the Customer under the Facility become immediately due and payable to NDPS.

8.2 NDPS also has the right to suspend the Facility for an indefinite period if NDPS is aware of has reason to believe that:

- (a) any document given by the Customer is fake, incorrect, untrue or confusing;
- (b) there are any misrepresentations in the application for the Facility by the Customer; or
- (c) the Customer behaves in a suspicious or fraudulent manner.

9. REPRESENTATIONS AND WARRANTIES

The Customer gives representations and warranties that:

- (a) the Customer has full legal capacity and is authorized to enter and undertake the obligations for the Facility as stated in these T&C;
- (b) no situation has happened which caused the happening of one or more Events of Default stated in Clause 10 below;
- (c) all information and documents furnished by the Customer in connection with the Facility are up to date as at the date they were provided or as at the date to which they refer, do not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made misleading; and
- (d) the Customer is not aware of any material facts or circumstances that have not been disclosed to NDPS which might, if disclosed, adversely affect the decision of NDPS in considering whether or not to grant the Facility to the Customer.

10. EVENTS OF DEFAULT

10.1 NDPS reserves the right to terminate the Facility and claim for full payment of the indebtedness if:

- (a) the Customer fails to pay any amount indebted under the Facility on its due dates;
- (b) the Customer breaches any of the obligations stated in these T&C;
- (c) the Customer acknowledges in writing or otherwise, or NDPS believes that the Customer is unable to pay the indebtedness when the indebtedness matures;
- (d) any bankruptcy or insolvency or winding-up proceeding is initiated against the Customer;
- (e) any representation or warranty made by the Customer to NDPS is not true when it is made or has ceased to be true if it is repeated at any time during the tenure of the Facility; or
- (f) the Customer passes away or becomes insane or mentally unfit.

10.2 The Customer is to immediately inform NDPS in writing of the occurrence of any of the situation stated above except sub-clause (f), where the successor or close family or representative of the Customer is to inform NDPS in writing, should the said events occur.

10.3 The Customer is to indemnify NDPS against any claims, losses, damages or liability(ies) suffered by NDPS as an effect from any of the above Events of Default.

11. CHANGES TO CIRCUMSTANCES

In the event that there is any change in the laws, rules, guidelines or requirements by the authorities (or in its interpretation or implementation) or for the purpose of compliance by

NDPS to any directions, requests or requirements applicable (whether or not they have any legal effect or not) that imposes on NDPS any conditions, burden or additional obligation, NDPS may terminate the Facility upon notice to the Customer where upon all the outstanding amounts under the Facility are to become immediately due and payable to NDPS.

12. **COSTS AND EXPENSES**

- 12.1 All costs, charges and expenses incurred by NDPS relating to or arising from or incidental to the Facility have to be paid by the Customer when due.
- 12.2 All stamp duties and legal fees payable (evaluated on the basis of lawyer and client) or incurred by NDPS:
 - (a) related to or incidental to the provision of the Facility; and/or
 - (b) related to enforcement of its rights under the Facility, are to be paid by the Customer upon demand.
- 12.3 The customer acknowledges and agrees that in addition to any fees or charges outlined in this agreement, a one-time Attestation Fee shall be applicable. The Attestation Fee is calculated at 1% of the approved loan limit. The customer agrees to pay the Attestation Fee to NDPS prior to the disbursement of the loan amount. Failure to remit the Attestation Fee to NDPS prior to the disbursement of the loan amount. Failure to remit the Attestation Fee as stipulated herein may result in delays in the processing and disbursement of the loan. The Attestation Fee is non-refundable and forms an integral part of the overall costs associated with the loan agreement.

13. **FINALITY OF CALCULATION**

NDPS's calculation on any amount due and outstanding is final unless proven otherwise or if it is shown that there is a clear mistake.

14. **NOTICE**

- 14.1
 - (a) Any claim or notice to the Customer under these T&C may be in writing through letters, emails or short messaging service, in-app or other such notifications and where applicable, is to be signed by the authorized officer or law firms acting on behalf of NDPS.
 - (b) Any claim or notice may also be communicated by emails or short messaging service, in-app or such other modes of communication. Where required by law, claims or notices (including but not limited to the writ of summons and legal claims) are to be physically delivered to the Customer by post or delivered personally to the Customer's address or to the Customer's usual or last known place of business, employment or residence.
 - (c) Any of the claim or notice if delivered via post is to be considered received by the Customer five (5) days after postage and delivery by person is to be considered received on delivery time, even if the claim or notice is returned due to non-delivery or unclaimed.
- 14.2 Notices that need to be given to NDPS under these T&C are to be in writing, signed by the Customer and e-mailed to NDPS at sales@NDPS.com.
- 14.3 Any write, notice, statement, reminder or certificate ("**Said Document**") given by NDPS will not require signature of any NDPS's officers where it has been stated in the Said Document that it is computer generated and does not require any signatures.

15. INDEMNITY

- 15.1 The Customer expressly releases NDPS from any liability related to any mistake or omission in the disbursement of the Facility and also any losses or damages indirectly, incidental, arising, in relation to the Customer.
- 15.2 NDPS has the right to reject the Customer's application or refuse to grant the Facility to the Customer without giving any reason for the refusal and NDPS is not to be made liable for any loss resulting from the refusal.
- 15.3 NDPS will not be liable for any losses, damages, costs and expenses that might be suffered or incurred by the Customer as a result of the disbursement of the Facility.

16. FORCE MAJEURE

NDPS is not required to undertake its obligations if it is prohibited from doing so as a direct or indirect result of any natural disaster, riots, public unrests, terrorist acts, labor strikes, lock out, fires, floods, accidents, machine, or computer failures / computer system or anything out of the reasonable control of NDPS.

17. LAWS

These T&C are subject to and interpreted according to the laws of Malaysia and the parties hereby agree to be subjected to the jurisdiction of the courts of Malaysia.

18. RESTRUCTURING

These T&C are valid and binding on all parties even if NDPS has changed due to any merger, restructuring or other like circumstance and no changes on any party will affect their existing liabilities and obligations, whether it is from the past, present or future.

19. SUCCESSORSHIP

These T&C are binding upon the successors, representatives and replacement (if required) of the parties herein.

20. OTHER CONDITIONS

- 20.1 The facility is subject to these T&C and our Privacy Policy. When applying for this Facility, the Customer is to read throughly these T&C and the Privacy Policy.
- 20.2 By applying for the Facility, the Customer is agreeing to these T&C and the Privacy Policy, including granting consent to the use of his personal information. In addition, the Customer consents to CTOS Data Systems Sdn Bhd ("CTOS"), and RAM Credit Information Sdn Bhd ("RAMCI"), a registered credit reporting agency under Credit Reporting Agencies Act 2010 ("CRA") conducting any credit/trade, CCRIS and DCHEQUE checks on the Customer, at any time for as long as the Customer is applying for or has this Facility with NDPS, and consents to the disclosure to NDPS, of any Credit Information (as defined in the CRA) relating to the Customer, by CTOS, RAMCI or any source deemed appropriate to the Customer's credit history in relation to the Customer's application for or use of the Facility.
- 20.3 NDPS may exercise any of its rights, powers and/or remedies available as NDPS consider appropriate in addition to any other rights and remedies provided to NDPS by law.

In the event NDPS does not take any action when it has the right to do so, it will not mean

that NDPS has:

- (a) agreed to the Customer's breaches;
 - (b) forfeited its rights; or
 - (c) is prohibited from taking any actions thereafter.
- 20.4 Where NDPS has clearly waived a Customer's breach, it will not affect any enforcement of NDPS's rights, powers and remedies for any other breaches committed by the Customer, whether it happen before or after the waiver.
- 20.5 NDPS has the right at any time by notifying the Customer through emails, website announcements, application, short messaging notification at least twenty one (21) days before the effective date to add, change, sever, modify, replace or amend all or any parts of these T&C or to terminate the Facility entirely.

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