

**LETTER OF SET-OFF (FIRST PARTY)
COMMODITY MURABAHAH TERM DEPOSIT-i
("this Letter of Set-Off")**

To:

MBSB Bank Berhad (Company No. 716122-P)
11th Floor, Wisma MBSB
48 Jalan Dungun
Damansara Heights
50490 Kuala Lumpur

Dear Sirs

1. In consideration of you, at our/my request, having made, making and/or continuing to make available to us/me a Facility of up to Ringgit Malaysia _____ (RM_____.00) only (hereinafter referred to as the "**Facility**") upon the terms and conditions contained in the Facility Agreement entered or to be entered into by us/me with you in respect of the Facility (including any supplemental, amendments, modifications and variations from time to time) (hereinafter referred to as the "**Facility Agreement**") and for better securing the payment of the Indebtedness (as defined in the Facility Agreement) to you, **WE/I**, _____ (**Co. No./NRIC No.:** _____), *a company incorporated under the laws of Malaysia and having our registered office at _____ and business addresses at _____ respectively/having the address at _____, (hereinafter referred to as the "**Chargor**") **AGREE**, that in addition to any right of set-off or other general lien or similar right to which you as financier may be entitled in law, you may, by giving seven (7) days prior notice to us/me:
 - (a) combine and consolidate all or any of the accounts with you in our/my name or to which we/I are/am beneficially entitled; and
 - (b) set-off any money whether on current or deposit account and whether in Ringgit or in any other currency, which you may at any time hold for our/my account against any of our/my liabilities.
2. In amplification of and without prejudice to the generality of the preceding:-
 - (a) accounts in our/my name or to which we/I are/am beneficially entitled will include all or any accounts by any name called and/or any nature at any of your branches;
 - (b) money which you may at any time hold for our/my account will include:-
 - (i) all moneys standing to the credit of our/my accounts or to accounts to which we/I are/am beneficially entitled (including revenues, proceeds, profits, dividends and income from time to time earned on and credited to such accounts); and

- (ii) all moneys and liabilities to which we/I are/am beneficially entitled as evidenced by any deposit receipts, negotiable certificate of deposit, securities, shares, acceptable shares, rights monies, property stocks, bill note, mortgaged securities or other instrument issued or drawn by you;
 - (c) our/my liabilities will include (whether in ringgit or in any other currency) all moneys and liabilities (including profits and banking charges and all fees, costs and expenses incurred in relation to this Letter of Set-Off or in relation to any advances or any credit or other facilities and accommodation renewed, made or granted to us/me) whether present, future, or contingent, together or individually, certain or uncertain and whether as principal or surety that are now or at any time may become owing to you at any of your branches.
- 3. We/I agree that a certificate signed by any of your authorised officers as to our/my liabilities will, except for any obvious error, be accepted by us/me as conclusive evidence of such liabilities.
- 4. So long as any of our/my liabilities exist, we/I agree that you will be entitled to keep the receipts for any deposits, securities, shares, acceptable shares, right monies, property stocks, bill note, mortgaged securities and the moneys represented thereby and we/I will not be entitled to, demand or request for the return thereof. We/I agree and undertake to renew or cause to be renewed the deposits, securities, shares, acceptable shares, right monies, property stocks, bill note, mortgaged securities upon its/their maturity or due date for payment and to do all acts, deeds and things including the execution and signing of each notices endorsements as may be necessary.
- 5. We/I undertake not to and not to purport to sell, assign, transfer, charge or otherwise deal with the deposits, securities, shares, acceptable shares, right monies, property stocks, bill note, mortgaged securities or the moneys represented thereby or any of our/my rights, title or interest therein or any right in relation thereto.
- 6. Your rights under this Letter of Set-Off will exist and continue, notwithstanding:-
 - (a) my death, bankruptcy, insanity or incapacity (if the Chargor is an individual);
or
 - (b) our being placed under receivership or our liquidation, amalgamation, reconstruction or other change in our constitution (if the Chargor is a corporation);

In the event your rights under this Letter of Set-Off is held by any court of competent jurisdiction to be an attempt to contract out of the restrictions or prohibitions of any law applicable in the preceding circumstances, your rights under this Letter of Set-Off will exist and continue to the extent permitted by law, as if, so much of our agreement under this Letter of Set-Off as is held to be an attempt to contract out of the restriction or prohibition of any law, had been severed.

- 7. Your rights under this Letter of Set-Off are in addition to and not in substitution for any other security or guarantee which you may at any time hold for the payment of

- our liabilities and may be enforced without first having recourse to any such security or guarantee and without taking any steps or proceedings against any other surety or party.
8. You will be entitled to uplift or liquidate any deposits, securities, shares, acceptable shares, right monies, property stocks, bill note, mortgaged securities prior to its/their maturity or due dates and apply the proceeds (including all profits or dividends) for payments of any liabilities owing to you. You will not be liable in respect of any loss which we/I may suffer as a result of such uplifting or liquidation, except for any loss caused by the gross negligence or wilful misconduct of yourself, your agent, your employee or your nominee.
 9. We/I will be liable to pay all fees and expenses in connection with or incidental to this Letter of Set-Off. If any of our/my liabilities are required to be recovered through any process of law, we/I will pay your solicitors fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection.
 10. Any notice, request or legal process will be sufficiently served, given or made to us/me by sending the same by registered post addressed to us/me at our/my address as stated in Item 1 of this Letter of Set-Off (or such other address as may from time to time be notified by us/me and actually received by you). The notice, request or legal process will be deemed to be received by us/me three (3) days from the date it is posted. 'Legal process' is to include all forms of originating process, pleadings, interlocutory applications, affidavits, orders and other documents and notices as may be required to be given or served under any legislation or subsidiary legislation.
 11. This Letter of Set-Off will be binding upon our/my heirs, personal representatives, successors in title, and permitted assigns and shall be enforceable by your successors in title and assigns.
 12. We/I hereby covenant and declare that we/I have been advised by you to seek independent legal advice on the effect and consequences to us/me in respect of the signing of this Letter of Set-Off and we/I agree that the provisions contained in this Letter of Set-Off will be binding on us/me regardless of whether we/I have resorted to any such advice.

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IN WITNESS WHEREOF the hand(s)/Common Seal of the Customer(s) and the hand of the Attorney of the Bank were hereunto set/affixed respectively.

The Bank

SIGNED by) The Bank
) by its Attorney(s)
as Attorney(s) for and on)
behalf of)
MBSB BANK BERHAD)
(Company No. 716122-P))
in the presence of:)

*(If by Common Seal)

The Common Seal of the Customer(s))
was hereunto affixed)
in accordance with its Constitution)
in the presence of:-)

.....
Name:
Designation:
NRIC No:

.....
Name:
Designation:
NRIC No:

*(If under hand)

SIGNED by)
)
)
The Customer(s))
in the presence of:-)

.....
Name:
NRIC No:

.....
Name:
NRIC No:

CERTIFICATE OF AUTHENTICATION

I, _____ an Advocate and Solicitor of the High Court of Malaya practising in _____ hereby certify that on the ____ day of 20____, the common seal of _____ (_____) was duly affixed to the abovementioned instrument in my presence in accordance with the regulations of the said Company.

Dated this _____ day of _____ 20__

Witness my hand,

.....
Advocate & Solicitor