

AUTO SERVICE FINANCING - TERMS AND CONDITIONS

The terms and conditions herein (“**Terms and Conditions**”) shall apply to approved applicant (“**Customer**”) who has been granted the Auto Service Financing (“**Facility**”) by Direct Lending SDN. BHD. (Company No. 201601007201 (1178129-H)) (“**Financier**”).

These Terms and Conditions, along with the Agreement, constitute all of the agreement that establish the terms and conditions in respect of the Facility. The Terms and Conditions set forth herein are in addition and supplemental to, and not in substitutions for or in derogation of, any other terms and conditions binding upon the Customer from time to time

1. Purpose of Facility

The Customer hereby undertakes that the Customer shall use the Facility solely for auto service purpose, and the approved amount will be disbursed to the workshop partner (“**Merchant**”) providing services under the Financier’s designated service platform partner (“**Service Platform**”).

2. Application of Facility

- (a) The Customer may apply for the Facility via the Service Platform or the Financier’s website.
- (b) Upon such application being made by the Customer, the Financier shall then assess such application and shall advise the Customer if such application has been approved.
- (c) Upon approval of the Customer’s application, the Financier shall inform the Customer of such approval, the approved financing amount for the Facility, and the schedule for payment of the Instalments under the Facility, via the Service Platform (or the Financier’s website, as the case may be).
- (d) The Customer may accept the Facility via the Service Platform (or the Financier’s website, as the case may be) by entering a financing agreement with the Financier (“**Agreement**”).

3. Mechanics of Financing

The facility is an unsecured financing facility and is based on Shariah principle of Commodity *Murabahah* via *Tawarruq*.

Upon approval of the Facility, Direct Lending will act as the Customer’s agent in buying and selling the Commodity through the following Commodity *Murahabah* transactions based on the Shariah principle of Commodity *Murabahah* via *Tawarruq*:

- (a) The Customer shall request the Financier to purchase the Commodities from a seller on the Commodity Trading Platform at the Purchase Price and undertakes to purchase the Commodities from Financier at the Sale Price upon the Financier having purchased the Commodities from a seller on the Commodity Trading Platform.
- (b) Backed by the Customer's request for the Financier to purchase the Commodities and the Customer's undertaking to purchase the Commodities from the Financier as set out in the Purchase Request, the Financier shall purchase the Commodities at the Purchase Price from a seller on the Commodity Trading Platform ("**Purchase Transaction**").
- (c) Subsequent to the Purchase Transaction, the Financier shall issue to the Customer (through the Financier as the Customer's agent) the Offer for Sale, offering to sell the Commodities to the Customer (through the Financier as the Customer's agent) at the Sale Price.
- (d) Upon receipt of the Offer for Sale, the Customer (through the Financier as the Customer's agent) shall issue to the Financier the Acceptance of the Offer for Sale, accepting the terms for sale of the Commodities by the Financier. The sale transaction shall be deemed completed by the issues of such Acceptance of Offer for Sale by the Customer (through the Financier as the Customer's agent).
- (e) The Customer (through the Financier as the Customer's agent) will sell the Commodity to a buyer on the Commodity Trading Platform at a price equivalent to the Purchase Price on spot basis.
- (f) Pursuant to such sale by the Customer (through the Financier as the Customer's agent) to a buyer on the Commodity Trading Platform, the Financier will then remit the sale proceeds obtained (being the amount equivalent to the Purchase Price) directly to the Merchant.
- (g) The Customer hereby agree that the Financier shall be entitled to appoint any person to act as a sub-agent on behalf of the Financier to perform any transactions relating to the Commodities as set out in 3 (a) to 3 (f) herein.

4. Facility Amount

Facility Amount shall be the principal of the Facility approved by the Financier and notified to the Customer directly or via the Service Platform, and verified by the Service Platform and Merchant, which sum shall not exceed the total fee to service the vehicle.

5. Tenure

Up to six (6) months or such extended period as may be determined by the Financier.

6. Covenants Relating to the Service Platform

- (a) The Customer shall furnish, to the Service Platform and the Financier, all such information as the Service Platform and/or the Financier shall request for the purpose of the Customer's application for the Facility.
- (b) The Customer hereby consents and agrees that the Service Platform and/or the Financier may disclose the information relating to the Customer to any relevant parties for the purpose of the Facility.

7. Disbursement of Facility

For avoidance of doubt, the Customer acknowledges and agrees that the disbursement of the Facility shall be effected by the Financier, via the Financier remitting such sale proceeds (being an amount equivalent to the Purchase Price) directly to the Merchant as described herein.

8. Payments

- (a) The Customer shall adhere to the monthly instalment amount and payment due date as stated in the Agreement entered between the Customer and the Financier.
- (b) The Customer shall have and maintain a bank account with a licensed financial institution in Malaysia, whereby such account ("**Account**") will be set up as an Auto Debit arrangement for the purpose of instalment payment for the Facility.
- (c) The Customer shall maintain the Account for the purpose of the Facility. The Customer shall not close, modify and/or change the Account in whatsoever manner prior the full settlement of the Sale Price except with written consent of the Financier.
- (d) The payment of the Sale Price via the Instalment and/or any amount due and payable under the Facility shall be deducted from the Account.
- (e) The Customer shall take all necessary steps to facilitate and assist the Financier in relation to the deduction of the Instalment and/or any amount due and payable to the Financier under the Facility from the Account.
- (f) The Customer shall (to the satisfaction of the Financier) execute and issue (on or before the Customer's acceptance of the Facility) auto-debit instructions to the relevant licensed financial institution at which the Account is opened, for deductions to be made automatically from the Account for the purpose of meeting the Customer's payment obligations under the Facility, and the Customer shall (upon the Customer's acceptance of the Facility) provide the Financier a copy of such duly executed auto-debit instructions, prior to the disbursement of the Facility.

- (g) In the event that there are insufficient funds in the Account, after deduction of any Instalment, to cover payment of the relevant Instalment, the Sale Price and/or any amount due and payable under the Facility, as the case may be, the Customer shall on demand pay to the Financier the outstanding Instalment, the Sale Price and/or any amount due and payable under the Facility, as the case may be.
- (h) The Customer hereby agree that in addition to the principal amount portion of the relevant Sale Price, the Customer shall pay the profit portion of the Sale Price (being an amount equivalent to the Purchase Price deducted from the Sale Price) that will be set up in the financing Agreement.

9. Early Settlement

- (a) The Customer may make an early settlement of the relevant Sale Price before the expiry of the Instalment Tenure.
- (b) The Financier shall grant rebate (*Ibra'*) on the early settlement by the Customer in accordance with the prevailing policy and procedure to be calculated based on the following formula:

Early settlement/settlement amount = outstanding Sale Price – *Ibra'* + late payment charges (if any)

Where,

Ibra' = deferred profit— other charges (if any).

10. Late Payment Charge

- (a) It is expressly agreed that the Customer shall pay the Financier a late payment charge in accordance with the Shariah Principles of *Ta'widh* and *Gharamah* based on the following:-
- i. For failure to pay any Instalment or any payment due under the Facility, the Customer shall pay the Financier the late payment charge calculated at the rate of eight per centum (8%) per annum (consisting of a compensation (*Ta'widh*) portion at the rate of one per centum (1%) per annum and a penalty (*Gharamah*) portion at the rate of seven per centum (7%) per annum) on the overdue instalments.
 - ii. Such late payment charge shall be calculated from the due date(s) of such payment(s) until the date when payment is received by the Financier; and

- iii. For the avoidance of doubt, the penalty (*Gharamah*) portion of the late payment charge amount shall be channeled by the Financier to charitable bodies as advised by the Shariah Adviser.
- (b) Notwithstanding the amount of the late payment charge, it is expressly acknowledged and agreed by the late payment charge shall not be compounded on any overdue Instalment or any outstanding balance.
- (c) It is expressly agreed that where any additional third party costs and expenses (in addition to the monies then due and payable under the Facility) arising as a result of the late payment by the Customer, such additional costs and expenses shall be borne by the Customer. The Financier reserves the right to deduct the additional costs and expenses from the Account as and when such costs and expenses occur.

11. Events of Defaults

- (a) The whole Sale Price shall become due and immediately payable, and the Financier shall have right to terminate the Facility, upon the occurrence of any of the following events:-
 - i. if the Customer shall default in the payment to the Financier of any payment due and payable or any other moneys herein covenanted to be paid after the same shall have become due by the Customer to the Financier whether formally demanded or not;
 - ii. if the Customer shall fail to observe or perform any covenants, undertaking, stipulation, term and condition to be observed or performed herein;
 - iii. if a distress or execution or other process of a court of competent jurisdiction be levied upon or issued against any property of the Customer and such distress, execution or other process as the case may be is not satisfied by the Customer within seven (7) days from the date thereof;
 - iv. if the Customer or any other party to any documents executed in respect of the Facility commits or threatens to commit a breach of any term, stipulation, covenant or undertaking herein contained or in other such agreement or letter of authorization and/or letter of undertaking (hereinafter referred to as “**Security Documents**”) between the Financier and the Customer or such other party and executed pursuant to or referred to in the Agreement and on its or its part to be observed and performed and in the opinion of the Financier has failed to remedy or take adequate steps remedy the same within seven (7) days after notice from the Financier;

- v. if the Customer has misrepresented to, or willfully misled, or the Customer has withheld pertinent information from, the Financier with regard to any information relating to the Customer;
 - vi. if any statement, representation or warranty made in connection with the execution and delivery of the Agreement or in connection with any request for the disbursement hereunder shall be found to have been incorrect;
 - vii. if any step or action is taken or a resolution is passed for the bankruptcy of the Customer or a petition for bankruptcy, as the case may be, is presented against the Customer or, if such proceeding or action has been taken by the Customer such steps or petition is not discharged or stayed within twenty one (21) days from the date of the taking of such step or petition;
 - viii. if, by reason of any change after the date of the Agreement in any applicable law, regulation or regulatory requirement or, in the interpretation or application thereof of any governmental or other authority charged with the administration thereof it shall become unlawful for the Financier to comply with its obligations herein or to continue to make available the Facility;
 - ix. any other event or events occur or circumstances arise which in the sole opinion of the Financier give reasonable grounds for believing that (i) it is improbable that the Customer will be able to perform any of its obligations under the Agreement or the relevant Security Documents; or (ii) the Customer may not (or may be unable to) duly and punctually perform or comply with its obligations under the Agreement or the relevant Security Documents for any reasons whatsoever.
- (b) The Customer undertakes to indemnify the Financier against any cost, claim, loss, expense (including legal fees based on solicitor-client basis) or liability together with any value added tax thereon, which it may sustain or incur as a consequence of the occurrence of any Event of Default as set out above.

12. Stamp Duty

The Customer shall pay all stamp duties payable on or incidental to the execution, issue, delivery and registration of this Agreement and any documents related thereto, including but not limited to discharge of this Agreement, and shall reimburse the Financier for any such duties, fees or other charges paid by the Financier. Any stamp duties relating to this Agreement shall be deducted from the Account prior to the disbursement to the Merchant.

13. Cost

The Customer shall be liable to pay the stamp duty, processing charges, agency fee and tax as may be imposed by the relevant authorities relating to the Facility. All fees and expenses

under this Agreement shall be deducted from the Account prior to the disbursement to the Merchant. If the Sale Price or any part thereof shall require to be recovered through any process of law or the Facility or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the monies then due and payable under the Facility) the Financier's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection.

14. Representations and Warranties

The Customer represents and warrants to the Financier as follows:-

- (a) the Customer declares that he or she is not an undischarged bankrupt or subject to a bankruptcy proceeding;
- (b) that the Agreement and the Commodity *Murabahah* via *Tawarruq* transactions contemplated by the said Agreement, constitutes the legal, valid and binding obligation of the Customer enforceable in accordance with its terms and the obligations of the Customer hereunder and thereunder in respect of the payment of any payment due and payable by the Customer and other expenses and charges do not contravene any legislation or regulation binding on the Customer;
- (c) that the granting of the Facility to the Customer will not contravene or violate any legislation;
- (d) that there is no order of any court or other governmental agency or any provision of any existing agreement binding on the Customer or to which it is subject which would be contravened or breached by the execution, delivery and performance of the Agreement;
- (e) that no violation of any provision of any legislation, court orders and judgments has been committed by the Customer;
- (f) that all financial statements information and other data furnished by the Customer to the Financier are complete and correct;
- (g) that the Customer has fully and accurately disclosed in writing to the Financier all facts relating to its business which it knows or should reasonably know and which are material for disclosure to the Financier in the context of the Facility and this Agreement;

- (h) all information furnished or to be furnished by the Customer in connection with this Agreement does not contain any untrue statements or omit to state any fact the omission of which makes any statements therein, in the light of the circumstances under which they were made are misleading in any material respect and there is no material omission in respect thereof, and all expressions of expectation, intention, belief and opinion and all projections contained therein were honestly made on reasonable grounds after due and careful inquiry by the Customer; and
- (i) the Customer has the legal capacity to act individually, regardless that the Customer has been legally appointed as a representative of a partnership, company or business entity, and that the Customer is deemed to warrant that it is duly authorised to act on its own behalf or as a representative. Legal action shall be taken by the Financier should there be a breach of this requirement.

15. General

The Customer has no right to assign or transfer any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder.

16. Disclosure of Information

- (a) The Customer hereby agrees that during the continuance of the Agreement and/or so long as any monies due thereunder remain outstanding, the Financier shall be entitled to disclose information concerning the Customer and the Facility (including the Customer's accounts and/or future accounts) to the following:
 - i. credit reporting agencies as defined under the Credit Reporting Agencies Act 2010 (this includes CTOS Data Systems Sdn. Bhd. ("CTOS"), Experian Information Services (Malaysia) Sdn. Bhd. ("Experian") or such other authority or body established by government or such other authority having jurisdiction over the Financier; or
 - ii. other body or authority or party to whom the Financier is associated with; or
 - iii. a potential assignee or other person posing to enter into contractual arrangement with the Financier.
- (b) The Customer hereby expressly and irrevocably consents to such disclosure and hereby confirms and declares that no further consent from the Customer is necessary or required in relation thereto.

17. Modification and Indulgence

- (a) Subject to compliance with Shariah Principles, the Financier may and without in any way affecting the Facility:-
 - i. determine, modify, restructure, vary or increase any financing or other facility granted to the Customer and may open or continue any account or accounts (or both) with the Customer at any branch or branches of the Financier; or
 - ii. grant to the Customer or any other person any time or indulgence.

18. Severity

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 and 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. Law Applicable

- (a) The Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Customer and the Financier hereto submit to the jurisdiction of the Malaysian courts in all matters connected with the obligations and liabilities under this Agreement.
- (b) The Customer and the Financier further agree that if any Shariah question arises in any proceedings before a court, then the Customer and the Financier shall apply for the court to refer any such Shariah question to the Shariah Advisory Council of Bank Negara Malaysia, pursuant to Section 56 of the Central Bank of Malaysia Act 2009 (relating to a reference to Shariah Advisory Council for ruling from court or arbitrator), for a ruling.

20. Services of Notice and Legal Process

- (a) Each communication to be made under the Agreement shall be made in writing and in the case of the Financier, shall be under the hand of any manager or other authorised officer of the Financier or a solicitor or firm of solicitors purporting to act for the Financier and, unless otherwise stated, shall be by fax or letter, to the addresses hereinafter specified or to such other address as the other party might have notified the party giving the notice.
- (b) Any such notice or request shall be deemed to have been sufficiently given, or made and be deemed to be received (unless there is contrary evidence that such notice or request was not in fact received) by the party to whom it is given:

- (i) in the case of personal delivery, when so delivered by 5.00 p.m. on a Business Day; or
 - (ii) in the case of pre-paid or registered post, on the second (2nd) Business Day after posting; or
 - (iii) in the case of telex or cable, on the Business Day immediately after transmission; or
 - (iv) in the case of facsimile, at the time the transmission report is received by the sender, confirming that the addressee has received such facsimile; or
 - (v) in the case of electronic mail, on the day that such electronic mail enters the Customer's information system, so long as the Financier has not received a failed or undeliverable message from the host provider on the day of transmission.
- (c) In the event of a change in the address of the Customer, the Customer shall as soon as practicable but in any event at least seven (7) days prior to such change notify the Financier in writing of such change.
- (d) No change in the address for service howsoever brought about shall be effective or binding on the Financier unless the Customer has given to the Financier pursuant to paragraph (c) hereof actual notice of the change of the Address for Service and nothing done in reliance of any of the provisions herein shall be affected or prejudiced by any subsequent change in the Address for Service over which the Financier have no actual knowledge at the time the act or thing was done or carried out.
- (e) Any notice or other communication to be given under or in respect of the Agreement shall be delivered, given or sent to the addressee at the address (or such other address as the addressee may give notice to the other party in accordance with paragraph (c) hereof from time to time) set out hereinbefore.
- (f) The Financier shall have absolute discretion whether to accept, or rely or act upon any communication received via telephone or email and shall be entitled to request verification of any such communication by any method the Financier deem appropriate.
- (g) The service of any legal process may be given by prepaid registered or ordinary post sent to the Customer at the address herein stated 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 no change in the Customer's address herein stated howsoever

brought about shall be effective or binding on the Financier unless actual notice of the change of address has been given to the Financier.

21. Variation of the Facility

It is hereby agreed and declared by the Parties that the Facility may, subject to compliance with Shariah Principles, be varied in the manner acceptable to the Financier and thereupon such amended details of the Facility shall be deemed to become effective and shall be read and construed as if such amended details have been incorporated in and had formed part of this Agreement at the date of execution thereof.

22. Publication of These Terms and Conditions on Direct Lending's Website

A copy of these Terms and Conditions is published on our website www.directlending.com.my. In the event Direct Lending changes or varies any terms and conditions herein, the amended and updated version will be posted on the aforesaid website.

ACCEPTANCE and ACKNOWLEDGEMENT