

## **HONG LEONG BIZONE SOLUTION TERMS & CONDITIONS (“T&Cs”)**

These T&Cs are to be read together as a whole with the [General Terms and Conditions of Accounts for Deposits and Islamic Banking Deposits](#) and any other relevant terms and conditions as Hong Leong Bank Berhad (“**HLB**”) may impose from time to time with **twenty-one (21)** calendar days’ prior notice, as well as other rules and regulations binding on HLB.

The **Hong Leong BizOne Solution (“Package”)** is the Hong Leong BizOne Current Account (“**Account**”) which comes with an optional Overdraft facility (on application basis and which is required to be secured by a Fixed Deposit), Preferential Foreign Exchange TT and SMS Services (on application basis) which is provided in the manner and upon the terms and conditions as set out in these T&Cs.

### **Eligibility**

1. The Account is a conventional current account which is available to all Malaysian Sole Proprietorships, Unincorporated Partnerships, Limited Liability Partnerships and Private Limited companies (i.e. companies with “Sdn Bhd” in their names) with Annual Sales Turnover of up to **Ringgit Malaysia Five Million (RM5,000,000) (“Malaysian Micro SMEs”)**. Individual customers are **NOT** eligible to open or to operate the Account. Malaysian Micro SMEs who have opened the Account shall be referred to as “Accountholders”.
2. The opening of the Account is subject to the general requirements of HLB governing the opening of conventional current accounts as well as a minimum initial deposit of **Ringgit Malaysia One Thousand (RM1,000)**.

### **Overdraft (“OD”) Facility secured against Fixed Deposit (“FD”)**

3. The OD facility secured against FD is an optional feature and will only be available if approved by HLB upon the Accountholder’s application which shall be secured against the **Hong Leong BizOne Fixed Deposit (“BizOne FD”)** placed by the Accountholder(s) with HLB at any time and from time to time on a 1:1 basis or such other basis and/or any other security (including third party FD placements) as HLB deems acceptable and which HLB may in its absolute discretion determine with prior notice to the Accountholder.
4. The BizOne FD is available to Accountholder(s) only for the placement of FD with a tenure of **one (1)** month only with a minimum placement sum of Ringgit Malaysia Ten Thousand (RM10,000) only and at such interest rate as may be quoted by HLB and which may be used to secure the OD Facility available to be granted under the Package upon HLB’s approval. Placements into the BizOne FD may be made by the Accountholder(s) at any time and from time to time subject to the requirements stated herein.
5. Interest earned on the BizOne FD shall be credited into the Account on a monthly basis.
6. In the event where the Accountholder(s) holds an existing conventional FD and would like to apply for the OD facility under this Package, the Accountholder(s) must uplift the existing conventional FD and place the same in a BizOne FD upon the terms set out under Clause 4 herein to be eligible for the OD facility under this Package.
7. The limit of the OD facility made available for utilization shall correspond with the principal sum of the BizOne FD placement by the Accountholder(s) and/or the third party FD (if applicable) (provided the FDs are **NOT** placed for any other purpose).

8. Save as specifically stated otherwise in these T&Cs, the application and operation of the BizOne FD and OD shall be in accordance with Part D (Conventional Fixed Deposit Account) and Part F (Overdraft/Cashline) of [General Terms and Conditions of Accounts for Deposits and Islamic Banking Deposits](#).
9. The OD facility will be made available to the Accountholder(s) subject to the fulfillment of the following conditions precedent to the satisfaction of HLB:
  - (a) the BizOne FD placement must be placed in the name of the Accountholder(s) or if a third party individual is providing the FD as security, the FD must be placed in the name of such other third party individual as may be acceptable to HLB in HLB's absolute discretion ("**Security Party**");
  - (b) the Accountholder(s) undertakes to execute or procure the execution of a Letter of Set-Off by the relevant Security Party, as the case may be, in HLB's prescribed format in respect of the relevant FD;
  - (c) there has been no material change in the Accountholder(s)' or any of the Security Party(ies)'s circumstances or any circumstances affecting or potentially affecting HLB's security which in the opinion of HLB would have an adverse impact on HLB or the Accountholder(s)' and/or the other Security Party(ies)'s ability to perform the Accountholder(s)' and/or Security Party(ies)'s obligations hereunder and under the other security documents in accordance with the terms thereof;
  - (d) the Accountholder(s) hereby irrevocably authorizes HLB to debit all fees and charges including stamp duties, legal fees/costs and/or registration fees in connection with the OD facility obtained herein from the BizOne Current Account before the OD facility is made available to the Accountholder(s); and
  - (e) the Letter of Set-Off and such other security documents (if any) relating to the OD facility have been duly executed and/or stamped and/or registered with the relevant authorities.
10. The minimum OD facility amount is **Ringgit Malaysia Ten Thousand (RM10,000)** up to a maximum of **Ringgit Malaysia Three Million (RM3,000,000)**.
11. The Accountholder(s) have the flexibility to select any BizOne FD receipt(s) to be secured to apply for the OD facility.
12. In the event the Accountholder(s) do **NOT** require the OD facility any further, the Accountholder(s) may request for a reduction or cancellation of the OD facility and request for a removal of the tagging of the relevant selected BizOne FD receipts for the purpose of such reduction or cancellation. Such reduction or cancellation shall be subject to settlement of such outstanding amounts under the OD facility as may be necessary to effect the reduction or cancellation of the OD facility as requested by the Accountholder(s).
13. The Accountholder(s) authorize(s) HLB to renew and to continue renewing from time to time and retain the BizOne FD amount or any part thereof on its respective maturity for a period corresponding to such fixed period or for such periods and at such rates of interest as HLB may deem fit in its absolute discretion with prior notice for as long as the Account is maintained by the Accountholder(s) and until full and final settlement of all sums owing including interest and default interest at such rate and at such rest periods as may be from time to time imposed or stipulated whether in respect of the Account or any other account(s) maintained by the Accountholder(s) with HLB.
14. The BizOne FD and/or FD provided by a third-party individual and/or any other securities which may be obtained by HLB from time to time is held by HLB:
  - (i) as security for all monies owing under the OD facility and for the performance of the Accountholder(s) of its obligations under these T&Cs; and

- (ii) shall be a continuing security for any outstanding sums owing by the Accountholder(s) to HLB on the Account(s) or any other accounts held with HLB notwithstanding any intermediate payment or settlement of account for payment of any sums owing and without prejudice to any other securities which may now or hereafter be obtained.
15. In the event the Accountholder(s) requests for upliftment of the BizOne FD and/or third party FD receipt(s) which have been selected to secure the OD, the OD shall be immediately repayable to HLB and the upliftment of the BizOneFD and/or third party FD shall be subject to settlement of such outstanding amounts under the OD facility. Pursuant thereto, HLB is entitled and may at any time set-off the relevant BizOne FD or third party FD against the monies owing by the Accountholder(s) under the OD facility and/or the Account and any other liabilities of the Accountholder(s) prior to releasing the balance of the proceeds from the BizOne FD to the Account or in the case of a third party FD, to the third party depositor.
16. A commitment fee of 1.0% p.a. is chargeable on any unutilized OD facility amount.
17. The rate of interest chargeable on the utilized OD facility amount is based on the contracted interest rate for the relevant BizOne FD or third party FD plus 1.0% p.a.
18. Interest at an excess rate of 4.0% p.a. above the Base Lending Rate (“BLR”) on daily rests or any other rate as may be determined by HLB at the absolute discretion of HLB at any time and from time to time with prior notice shall be payable on all amounts drawn in excess of the approved OD limit (both before and after demand, judgment or order).

#### **Preferential Foreign Exchange (“FOREX”) Telegraphic Transfer (“TT”)**

19. For every Outward Foreign TT performed by the Accountholder(s) Over-The-Counter (“OTC”), irrespective of the amount, the Accountholder(s) will enjoy a Preferential FOREX rate as may be determined by HLB at its absolute discretion at any time and from time to time with prior notice.

#### **Short Messaging Service (“SMS”) Services**

20. The Accountholder is eligible to apply for SMS Services to receive the following information through SMS Notification:
- (i) Daily account balances;
  - (ii) Local cheques deposited for the day;
  - (iii) Outward returned cheque (HLB/HLISB cheques); and
  - (iv) Inward remittance notification (through Telegraphic Transfer and IBG).
21. The SMS Services offered under this Package is only limited to SMS Notification services. SMS Alerts shall **NOT** be available under the Package.
22. The SMS Services are subject to a monthly fee as provided in the Terms and Conditions governing SMS Services at a rate determined by HLB at its absolute discretion at any time and from time to time and which is displayed at HLB’s website at [www.hlb.com.my](http://www.hlb.com.my).
23. The Terms and Conditions governing SMS Services are to be read together with these terms and conditions as an entire agreement for such application. Should there be any conflict and/or discrepancy, the specific terms and conditions herein shall prevail to the extent of such conflict and/or discrepancy.

### **Fees and Charges**

24. The standard fees and charges of Current Account, Remittance, Prescribed Rate, Commitment Fee and OD Facility as stated on the HLB website at [www.hlb.com.my](http://www.hlb.com.my) ("**HLB's Website**") shall apply accordingly.

### **General**

25. HLB reserves the right at any time with **twenty-one (21)** days' calendar days' prior notice to add, delete, suspend or vary any or all of the T&Cs by way of posting on the HLB's Website or in any manner deemed suitable by HLB. The Accountholders agree to access HLB's Website at regular intervals to view the T&Cs and ensure to be kept up-to-date on any change or variation to the T&Cs.

**Protected by PIDM up to RM250,000 for each depositor.**