HongLeong Bank **HongLeong** Islamic Bank

Referral Rewards Programme Terms and Conditions

Last Updated on 5 Apr 2016

1. ELIGIBILITY

- 1.1 The Property Financing Referral Rewards Programme ("RRP") is a programme that rewards the Real Estate agents/negotiators ("Agent") with incentive for successful customers referral ("RRP Incentive") to Hong Leong Bank Berhad ("HLB") / Hong Leong Islamic Bank Berhad ("HLISB") for Property Financing.
- 1.2 For the purpose of RRP, HLB and HLISB are collectively referred hereto as "the Bank".

1.3 SUCCESSFUL REFERRAL

- a) To be eligible for the RRP Incentive, all of the following conditions must be fulfilled by the Agent ("Successful Referral"):
 - i. The Agent must be registered with respective professional bodies/ statutory boards as defined below:

Real Estate Agent/Negotiator/ Salesperson

- Registered agent with the Board of Valuers, Appraisers and Estate Agents Malaysia or
- Negotiator employed by a registered real estate firm/agent with the Board of Valuers, Appraisers and Estate Agents Malaysia; or
- Registered agent/firm with the Council for Estate Agencies (CEA) Singapore; or
- Salesperson employed by a registered agent/firm with the Council for Estate Agencies (CEA) Singapore
- ii. The Agent is required to provide referral to the Bank's sales person with the RRP Consent Form duly completed by the Agent and potential customer for the Bank's sales person to contact the potential customer on the Property Financing products offered by the Bank. For the avoidance of doubt the RRP Consent Form can be obtained from www.hlb.com.my/rrp-doc ("HLB's Website") or Bank's Mortgage Sales Officer.
- iii. All Property Financing products offered by the Bank are eligible for RRP save and except for the following purposes:
 - Refinancing
 - Top Up Financing
- iv. The customer's application for Property Financing must be approved by the Bank, the Letter of Offer must be accepted, the relevant financing and security documents must be executed by the customer. In the event that any of the documents mentioned herein are not executed, the Agent will not be eligible for the RRP Incentive.
- v. The Facility Account (s) must be valid, in good standing, not cancelled or terminated by either the customer or the Bank for any reason whatsoever and must not be in breach of any of the terms and conditions governing the relevant Property Financing products up to the point of the RRP Incentive payment.
- vi. Minimum property value is RM200,000 and the minimum amount for each Property Financing referral is RM100,000 ("Minimum Requirement"). No RRP Incentive will be awarded to the Agent in respect of referral cases that do not satisfy the Minimum Requirement herein.
- vii. The application of for any Property Financing is subject to the Bank's credit approval based on the purchase price indicated in the Sales and Purchase Agreement (SPA) or the Bank's valuer's open market value, whichever is lower. The Bank reserves the right to approve or reject any applications without assigning any reason therefore.
- viii. Only Successful Referral of completed residential and completed non-residential will be eligible for the RRP Incentive.
- b) The Agent will have to perform the RRP registration <u>before</u> giving any referrals to the Bank. The documents required to be provided to the Bank upon registration are as follows:

		Negotiators / Estate Agents in Malaysia	Estate Agents/Salesperson in Singapore
1.	Participation Form	Yes	Yes
2.	Agent Confirmation Form on GST and copy of GST License for GST registrant	Yes	No
3.	Copy of Agent's NRIC / Passport	Yes	Yes
4.	Copy of Agent's Business Card	Yes	Yes

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		Negotiators / Estate Agents in Malaysia	Estate Agents/Salesperson in Singapore
5.	Proof of Profession	Either one of below: a. Print screen of Estate Agent details from Board of Valuers, Appraisers & Estate Agents Malaysia website [www.lppeh.gov.my] b. Copy of Real Estate Negotiators Tag (REN Tag) c. Employment Confirmation from Real Estate Agency if REN Tag is not available	Either one of below: a. Print screen of Estate Agent details from Council for Estate Agencies website [http://www.cea.gov.sg] b. Copy of Estate Agent card

2. RRP INCENTIVES

- 2.1. The Agent is eligible for 0.10% of RRP Incentive payable for every RM1.00 (inclusive of 6% GST) of Successful Referral. The Successful Referral (term loan/financing only) referred is rounded down to the nearest Ringgit when determining the RRP Incentive.
- 2.2. The Facility Account must be valid, not cancelled or terminated by either customer or the Bank for any reason whatsoever, failing which the Agent shall not be eligible for the RRP Incentives.
- 2.3. Payment for RRP Incentive will be credited into Agent's nominated savings/current account/account-i ("CASA/CASA-i") after 6-8 weeks from the conclusion of the execution month of the relevant financing and security documents. The Agent is responsible to ensure that the nominated CASA/CASA-i is active for purposes of the RRP Incentive payment, failing which, the RRP Incentive will be forfeited.
- 2.4. No letter will be generated by the Bank on the RRP Incentive payment. The Agent is responsible to check with the Bank's Mortgage Sales Officer for the RRP Incentive payment status.
- 2.5. If the Agent is GST Registered, the Agent is required to issue a valid tax invoice to the Bank within 14 days of the Agent's receipt of the Bank's notification of the Agent's entitlement to the RRP Incentive payment at any time and from time to time in accordance with Clause 3 herein prior to the RRP Incentive payment. The notification by the Bank may be effected via written or electronic means, such as facsimile transmission, short messaging service (SMS), email or such other means as the Bank deems appropriate in its sole and absolute discretion.

3. RRP GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC

- 3.1. All Incentive payment required to be paid by the Bank to the Agent under this RRP are inclusive of Tax. For the purposes of this RRP, "Tax" shall mean any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest or penalties in respect thereof.
- 3.2. In the event the Agent is required to charge GST in relation to the Successful Referral under this RRP, the Agent must remit the GST amount to the Director General of Customs and Excise in accordance with the relevant GST legislation. In connection herewith, the Agent shall ensure that all tax invoices and any relevant documentation rendered to the Bank under this RRP are valid and complies with the following:
 - a) contain the accurate and valid GST registration number of the Agent;
 - b) are in a format that identifies any GST paid or payable;
 - c) complies with the relevant GST legislation as amended from time to time; and
 - d) permits the Bank to claim an input tax credit (if applicable).
- 3.3. All tax invoices to be issued by the Agent pursuant to Clause 3.2 above shall be presented to the Bank before the Bank effects the RRP Incentive payment payable under this RRP. In the event the Agent fails to provide the tax invoice(s) and the relevant documentation to the Bank which comply with the requirements of Clause 3.2 above, resulting in the Bank being liable for any fines, penalties, interest and other charges incurred as a consequence of late payment or the Bank being unable to claim an input tax credit (if applicable), the Agent shall indemnify and keep the Bank fully indemnified against all losses, damages,

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costs and charges resulting directly or indirectly from the Agent 's failure to provide the GST compliant tax invoice(s) and relevant documentation as set out herein.

- 3.4. If the amount of GST recovered from the Bank differs, for any reason, from the amount of GST paid or payable by the Agent to the Director General of Customs and Excise, including by reason of:
 - a) An amendment to the GST legislation and/or any regulations or quidelines issued thereunder;
 - b) A refund of GST to the Agent in respect of any RRP Incentive payment paid under this RRP; or
 - c) A decision of any court;

then the Agent must issue an appropriate GST adjustment document to the Bank within seven (7) days after the occurrence of any of the aforementioned events, and the difference in the GST amount must be paid by or to the Bank, as the case may be.

4. GENERAL

- 4.1. All information provided by the Agent in relation to or for the purpose of RRP must be accurate, true, current and complete. Failure to adhere to this requirement will lead to immediate disqualification of the Agent from RRP and the Agent will cease to be entitled to any RRP Incentive, whether after the disqualification or accumulated prior thereto.
- 4.2. The Agent is agreeable to the Bank disclosing his/her name and Agent's company name to the customer whom the Property Financing is referred to the Bank for referral information verification.
- 4.3. The Agent who has committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the Bank shall NOT be eligible for RRP Incentive.
- 4.4. All decisions made by the Bank on any matters relating to RRP will be final and binding on all Agent. No dispute, correspondence or appeal will be entertained. The Bank reserves the right at any time with twenty-one (21) calendar days' prior notice to add, delete, suspend or vary the T&Cs contained herein, either wholly or in part, at the Bank's discretion by way of posting on the HLB's Website or in any manner deemed suitable by the Bank. The Agent agrees to access the website at regular time intervals to view the T&Cs and ensure to be kept up-to-date on any change or variation to the T&Cs.

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