

# HONG LEONG BANK SHARE MARGIN FINANCING STAMP DUTY REBATE SCHEME

Last update: 05 October 2022

#### ELIGIBILITY PERIOD

The Hong Leong Bank Berhad's (193401000023 (97141-X)) ("HLB") "Hong Leong Share Margin Financing Stamp Duty Rebate Scheme" ("Rebate Scheme") commences on 06 October 2022 and ends on 30 September 2023, both dates inclusive ("Eligibility Period"), unless notified otherwise.

### TERMS & CONDITIONS

The following sets out the terms and conditions applicable to the Rebate Scheme ("**T&Cs**"):

#### **ELIGIBILITY**

- 1. The Rebate Scheme is open for participation by all new or existing HLB customers ("**Customers**") who are:
  - (a) Malaysian citizens; or
  - (b) non-Malaysian citizens with Permanent Resident status in Malaysia and resides in Malaysia exceeding one hundred eighty-two (182) days per calendar year who fulfils the following criteria ("Eligible Customers"):
    - (i) aged between 18 to 70 years old at point of application; and
    - (ii) apply for new Share Margin Financing ("SMF") account during the Eligibility Period with a minimum loan sum of Ringgit Malaysia Fifty Thousand (RM50,000) ("Facility").
- 2. The following Customers are **NOT** eligible to participate in the Rebate Scheme:
  - customers who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by HLB/Hong Leong Islamic Bank Berhad ("HLISB") or have been declared bankrupt or are subject to any bankruptcy proceedings at any time prior to or during the Eligibility Period;
  - (ii) customers who have committed, or determined by HLB/HLISB to be potentially committing any of the wrongful acts stipulated herein;
  - (iii) customers who submit new applications for the Facility for the purpose of purchasing shares under an Employee Stock Option Scheme ("ESOS") and/or an Initial Public Offering ("IPO");
  - (iv) customers with existing SMF facility prior to the Eligibility Period and submit their application to increase their existing facility limit during the Eligibility Period;
  - (v) existing customers who have closed their previous SMF facility and have applied for the Facility under this Rebate Scheme within one (1) year from the date of such closure; and
  - (vi) permanent and contract employees of HLB/HLISB.
- 3. For the avoidance of doubt, HLB customers with existing SMF facility prior to the Eligibility Period and apply for the Facility are eligible to participate in the Rebate Scheme.

### **REBATE MECHANISM**

4. Eligible Customers MUST meet the following Rebate Criteria in order to receive the Rebate as illustrated in Clause 5 :

#### **Rebate Criteria**

Total Interest Paid in 365 days (from Facility Acceptance Date) has to be more than three (3) times of Stamp Duty paid.

"Interest Paid" refers to the interest amount that is incurred on outstanding balance. Interest on outstanding balance is capitalized on monthly basis.

"Facility Acceptance Date" refers to the date customer accepted the Facility.

"Rebate" refers to the rebate given pursuant to this Rebate Scheme as stated in Clause 8 below.



"Stamp Duty" refers to the stamp duty on the Facility agreement which is 0.5% of the Facility limit.

5. Illustration of the Rebate computation is as follows:

Customer A applied for a Facility of RM100,000

Accepted Facility Limit: RM100,000

Stamp Duty (0.5% of Facility Limit): RM100,000 x 0.5% = **RM500** 

#### Rebate Criteria – **Total Interest Paid in 365 days > 3 times of Stamp Duty paid** ➤ 3 times of Stamp Duty paid: **RM500** x 3 = RM1,500

<u>Scenario (a):</u>	<u>Scenario (b):</u>
If Total Interest Paid in 365 days > RM1,500	If Total Interest Paid in 365 days < RM1,500
Customer A is <u>entitled</u> for the Rebate.	Customer A is <u>not entitled</u> for the Rebate.
Customer A <u>will receive</u> Rebate of RM500.	Customer A <u>will not receive</u> Rebate of RM500.

6. In the event where Eligible Customers increase facility limit to the existing credit line within three hundred sixty-five (365) days from the Facility Acceptance Date, the rebate amount shall remain unchanged and deemed to be final.

Customer B applied for a SMF facility of RM100,000 on 15 October 2022.

1<sup>st</sup> Accepted Facility Limit: RM100,000 Stamp Duty (0.5% of Facility Limit): RM100,000 x 0.5% = **RM500** 

On 18 November 2020, Customer B increases additional limit of RM50,000.

2<sup>nd</sup> Accepted Facility Limit: RM50,000 Stamp Duty (0.5% of Facility Limit): RM50,000 x 0.5% = RM250

The Rebate Criteria amount will be determined based on the 1<sup>st</sup> Accepted Facility Limit. Rebate Criteria – **Total Interest Paid in 365 days > 3 times of Stamp Duty Paid** > 3 times of Stamp Duty Paid: **RM500** x 3 = RM1,500

Customer B will receive Rebate of RM500 if the Rebate Criteria is met.

- 7. Each Eligible Customer is entitled to one (1) time Rebate only.
- 8. For Eligible Customer who fulfils the Rebate Criteria, the minimum and maximum Rebates are as follows:
  - a. Minimum Rebate of Ringgit Malaysia Two Hundred and Fifty (RM250): Customer with Facility at qualifying amount of Ringgit Malaysia Fifty Thousand (RM50,000), the Stamp Duty Rebate amount is Ringgit Malaysia Two Hundred and Fifty (RM250). The Stamp Duty amount is equivalent to 0.5% of customers' Facility limit.
  - Maximum Rebate of Ringgit Malaysia Fifty Thousand (RM50,000): Customer with Facility of more than Ringgit Malaysia Ten Million (RM10,000,000), the maximum Rebate will be capped at Ringgit Malaysia Fifty Thousand (RM50,000).



## **FULFILMENT**

9. The computation on the Rebate will be assessed every quarter of the year (ie. January, April, July and October). The Rebate will be credited into the respective Eligible Customers' SMF Account in the following month following the respective assessment month ("Fulfilment Period"). Eligible Customers who do not receive the Rebate by the Fulfilment Period are deemed not qualified for the Rebate.

### **GENERAL**

- 10. By participating in the Rebate Scheme, the Eligible Customers agree:
  - (i) that they have read, understood and agreed to be bound by the T&Cs herein;
  - to access HLB's website at www.hlb.com.my ("HLB's Website") at regular time intervals to view the T&Cs and to ensure to be kept up-to-date on any changes or variations to the T&Cs;
  - (iii) that all Eligible Customers' records captured by HLB's system for the Rebate Scheme are accurate and final;
  - (iv) agree that the Rebate is non-transferable to any third party and non-exchangeable for cash or in kind;
  - (v) that the HLB's decision on all matters relating to the Rebate Scheme, including the eligibility of Customers to participate in the Rebate Scheme and the approval of the Facility, shall be final and binding on all Eligible Customers;
  - (vi) that all applications for the Facility are subject to HLB's credit evaluation and approval;
  - (vii) agree to be liable and shall personally bear all applicable taxes, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to their participation in this Rebate Scheme.
- 11. HLB reserves the right to:
  - (i) disqualify any Customers from participating in this Rebate Scheme; and
  - (ii) add, delete, suspend or vary the T&Cs contained herein, wholly or in part at its absolute discretion by way of posting on HLB's Website, or in any manner deemed suitable by HLB in order to give prior written notice to the Customers of such additions, deletions or amendments.
- 12. All applications for the Facility are subject to HLB's approval.
- 13. All the existing terms and conditions, rules and regulations governing the Facility shall apply. In the event of any discrepancies between the T&Cs of this Rebate Scheme and the existing terms and conditions, rules and regulations governing the Facility, the specific T&Cs herein shall prevail to the extent of such discrepancies.
- 14. Customers are liable and shall personally bear all applicable taxes, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to their participation in the Rebate Scheme.
- 15. In the event of any discrepancies between the T&Cs herein as compared to the advertising, promotional, publicity and other materials relating to or in connection with the Rebate Scheme, the final terms and conditions on HLB's Website shall prevail.
- 16. The T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and the Customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 17. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

If you have any enquiries regarding the T&Cs, you may seek clarification from our staff who attended to you. Alternatively, please email us at HLBBSMFDept@hlbb.hongleong.com.my