

# HONG LEONG SHARE MARGIN FINANCING (SMF) - PBPV 33EIGHT Promotion

Latest update: 11 January 2021

## **PROMOTION PERIOD**

The Hong Leong Bank Berhad's [193401000023 (97141-X)] ("HLB") "Hong Leong Share Margin Financing First 6-months 3.38 Promotion" ("Promotion") commences on 28 January 2021 and ends on 30 June 2021, both dates inclusive ("Promotion Period"), unless notified otherwise.

## **TERMS & CONDITIONS**

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

#### ELIGIBILITY

- 1. The Promotion is open for participation by all new or existing HLB customers who are Malaysian citizens or non-Malaysian citizens but have obtained Permanent Resident status in Malaysia and reside in Malaysia for more than 182 days and aged between 18 and 70 years old of the following categories ("**Customers**"):
  - (i) Existing and/or new Private Banking Customers ("**PV Customers**"); and
  - (ii) Existing and/or new Priority Banking Customers ("**PB Customers**"), unless notified otherwise.
- 2. The PV Customers in this context refer to HLB Customers who have fulfilled the qualifying criteria of the Private Banking Membership ("PV Membership"). PV Membership refers to a total combined Asset Under Management ("AUM") and/or Investment (as defined under Clause 4 below) of Ringgit Malaysia Three Million (RM3,000,000) or such other amount as may be stipulated by HLB from time to time ("PV Qualifying Criteria"). New PV Customers refer to HLB Customers who have joined PV Membership during the Promotion Period.
- 3. The PB Customers in this context refer to HLB Customers who have fulfilled the qualifying criteria of the Priority Banking Membership ("PB Membership"). PB Membership refers to a total combined AUM and/or Investment (as defined under Clause 4 below) of Ringgit Malaysia Three Hundred Thousand (RM300,000) or such other amount as may be stipulated by HLB from time to time ("PB Qualifying Criteria"). New PB Customers refer to HLB Customers who have joined PB Membership during the Promotion Period.
- 4. For the purpose herein, the term "AUM" which stands for Asset Under Management shall mean all sums standing to the credit of any Fixed Deposit ("FD") Account, Current Account and Savings Account ("CASA") and/or Foreign Currency Account with HLB and the primary amount of investment in any Unit Trust ("UT") Funds and/or Floating Rate Negotiable Instrument of Deposit ("FRNID") with HLB at any one time. Mortgage Plus Current Account will be excluded as part of the AUM to make up the qualifying criteria.
- 5. The following Customers are **NOT** eligible to participate in the Promotion:
  - 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 Promotion 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 Facility prior to the Promotion Period and submit their new application to increase their existing facility limit during the Promotion Period;
- Existing Customer who has applied for and accepted the Facility prior to the Promotion Period;
- (vi) Existing Customers who have closed their previous Facility and have applied for a new Facility under this Promotion within one (1) year from the date of such closure; and
- (vii) Permanent and contract employees of HLB/HLISB.

# **PROMOTION MECHANICS**

- 6. The Eligible Customers (as defined below) who fulfil the criteria under Clause 7 of these T&Cs are entitled to the Promotion below:
  - (i) Facility with interest rate 3.38% p.a. for the first six (6) months ("Promotion Rate"); and
  - (ii) Thereafter, from the seventh (7th) month onwards, the interest will be charged at the rate of Base Rate (BR) + 1.17% p.a. ("**Prescribed Rate**").
  - (iii) Effective interest rate is 3.59% p.a. for the first year. [Current BR = 2.63% p.a.]

The Promotion Rate will commence from the date of acceptance of the Facility ("**Facility Acceptance Date**") notwithstanding the date where the Eligible Customers open the account for the aforesaid Facility ("**Facility Activation Date**"), i.e., the Eligible Customer will not be entitled for the Promotion Rate in the event the Eligible Customer only activates the Facility six (6) months after the Facility Acceptance Date. For the avoidance of doubt, the Facility Acceptance Date must be on or before the date as stipulated under Clause 7 (iii) below i.e., 31 July 2021 in order for the Eligible Customer to enjoy the Promotion Rate.

- 7. To participate in this Promotion, the Customers are required to perform and fulfil the following requirements/criteria as set out below ("**Eligible Customers**"):
  - (i) Apply for the Share Margin Financing Facility ("**Facility**") within the Promotion Period at any HLB branch;
  - (ii) Apply with a minimum approved loan sum of Ringgit Malaysia One Hundred Thousand (RM100,000);
  - (iii) Eligible Customers who have applied for the Facility within the Promotion Period must accept the Facility latest by 31 July 2021 in order to be entitled for the Promotion. This grace period of one (1) month is given from the expiry of the Promotion Period and is strictly for the purpose of enabling the Eligible Customers who submitted their applications for the Facility during the Promotion Period to accept the said Facility;
  - (iv) HLB shall not be held liable and responsible in the event the Eligible Customers become not eligible to participate in the Promotion for failing to perform and to fulfil the requirements/criteria set up in Clauses 7(i) to 7(iii) above and/or for any reason whatsoever; and
  - (v) The Eligible Customers agree to settle all relevant charges incurred in respect of the Facility (including but not limited to the payment of stamp duty and legal fees for the Facility Agreement and other relevant documents) promptly.

# GENERAL

8. The Promotion is not valid and cannot be used in conjunction with any other ongoing promotions related to the Facility offered by HLB from time to time, unless notified otherwise.



- 9. By participating in the Promotion, the Customers agree:
  - (i) that they have read, understood and agreed to be bound by the T&Cs herein;
  - (ii) to access HLB's website at www.hlb.com.my ("**HLB's Website**") at regular 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 Customers' records captured by HLB's system for the Promotion are accurate and final;
  - (iv) that the HLB's decision on all matters relating to the Promotion, including the eligibility of Customers to participate in the Promotion, and the approval of the Facility, shall be final and binding on all Customers; and
  - (v) that all applications for the Facility are subject to HLB's credit evaluation and approval.
- 10. HLB reserves the right to:
  - (i) reject at its discretion any application for the Facility submitted with assigning reasons;
  - (ii) disqualify any Customers from participating in this Promotion for any reason whatsoever as HLB may in its discretion deem fit; and
  - (iii) add, delete, suspend or vary the T&Cs contained herein, wholly or in part at its discretion by way of posting on HLB's Website, or in any manner deemed suitable by HLB in order to give prior notice to the Customers of such additions, deletions or amendments.
- 11. 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 Promotion 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.
- 12. 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 Promotion.
- 13. 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 Promotion, the final terms and conditions on HLB's Website shall prevail.
- 14. 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.
- 15. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.