



ALLIANCE BANK

ALLIANCE ISLAMIC BANK

**Alliance Bank Malaysia Berhad
Mortgage Partner-In-Sales (MPIS)
(MPIS Company)
Generic
Terms and Conditions**

DEFINITIONS

“**Bank**” shall mean Alliance Bank Malaysia Berhad and Alliance Islamic Bank Berhad

“**Facilities**” shall mean Alliance Bank Mortgage Loan/Alliance Islamic Bank Home Financing-i

“**Leads**” shall mean potential customer that interested in Alliance Bank Mortgage Loan / Alliance Islamic Bank Home Financing-i

“**Referral Fee**” shall mean payment to Mortgage Partner-in-Sales Partner by Alliance Bank Malaysia Berhad and Alliance Islamic Bank Berhad for referring lead to the Bank

“**MPIS Partner**” shall mean the company that has registered under the Bank’s MPIS Referral Programme.

1. Subject to paragraph 6 below, the Bank agrees to pay the referral fees as stated below to you for successful applicants introduced by you for the Bank Facilities.
2. This program will apply to facilities offered to individual customers.
3. The lead made by you in respect of the Program hereunder must be referred directly to the Bank Mortgage Partner-In-Sales website to agree, acknowledge, confirm and declaration to obtain consent to contact the potential customers on the mortgage loan facilities offered by the Bank via www.alliancebank.com.my/MPIS.
4. In the event, the loan application is not submitted to the Bank and not captured in the Bank’s system within sixty (60) days from the date the Leads was received, the Leads submitted by you will be considered as expired.
5. Referral fees payable shall be credited into your current account / savings account by the end of the TWO (2) following months after the month of loan execution.
Examples:
 - (i) In respect of successful Leads approved and disbursed in the month of August, you will receive the commission/referral fees by the end of October.
6. The referral fees shall only be payable upon the execution of the facilities by customer and the Bank. The approval of the facilities shall be at the discretion of the Bank (as the case may be) and the Bank (as the case may be) reserves the right to reject any application at its discretion without assigning any reasons therefor. The referral fees shall not be payable by the Bank for rejected applications.
7. The Leads must be referred directly to the Bank’s online referral platform via www.alliancebank.com.my/MPIS for the submission of Leads.
8. The Bank reserves the right to change, delete, or vary any of the Terms and Conditions of this program from time to time without prior notice.
9. This is not a contract of service or employment and you shall not represent the Bank in any manner except to introduce Leads to the Bank (as the case may be), nor shall you describe yourself as an agent or representative of the Bank except as expressly authorised by this Terms and Conditions.
10. You shall promptly refer all enquiries by the Leads relating to the Facilities, and shall not make any representation to Leads or give any warranties.

11. You shall not at any time during or after the term of this Terms and Conditions divulge or allow to be divulged to any person any information relating to the operation or business of the Bank or to the affairs of any successful applicants without the written consent of the Bank.
12. You shall not permit any person to act or assist in the promotion or marketing of the facilities without the written consent of the Bank (as the case may be).
13. You shall not assign charge or otherwise deal with this agreement or any of your rights, interest and obligations under this agreement in any way without the written consent of the Bank.
14. You undertake to ensure that the consent of the Leads have been obtained before they are referred or introduced to the Bank. For the avoidance of doubt, you shall agree to acknowledge, confirm and declare that the consent has been obtained to contact the potential customers on the facilities offered by the Bank via www.alliancebank.com.my/MPIS.
15. You shall be solely responsible for and shall pay all expenses of and incidental to the performance of your duties under this Terms and Conditions.
16. You shall indemnify and keep indemnified the Bank from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Bank (as the case may be) resulting from any neglect or breach whether by commission or omission of this Terms and Conditions by you.
17. This program shall commence once the source code is given to you. Thereafter, this Terms and Conditions shall be automatically renewable for periods of TWELVE (12) months each. The Bank shall have the right to terminate this Terms and Conditions without being required to state any reasons thereto by giving you SEVEN (7) days prior written notice. The Bank shall pay the referral fees in respect of all successful applicants introduced by you prior to the date of termination, even if such applicant's loan/financing is approved and disbursed after the date of termination. The termination of this Terms and Conditions shall be without prejudice to any rights which have already accrued to either of the parties prior to the effective date of termination of this Terms and Conditions, nor shall it relieve either party of any liability arising from any indebtedness accruing prior to the effective date of termination.
18. The amount of referral fees payable by the Bank under this program for each MPIS Partner for each successful lead generation, resulting in an executed loans/ financing amounts shall be determined collectively and cumulatively, for any given calendar month, in accordance with the following scale:
 - (i) **Zero point one percent (0.1%)** of the total loan/financing amount executed.
 - (ii) The Referral Fee will apply to all types of home loans (under construction or completed residential/commercial properties, except for top up loan of existing to bank mortgage customer)
 - (iii) The Referral Fee is restricted to home loans (under construction, completed and/or refinancing cases) amounting to RM200,000 and above.
19. You shall at all times ensure that you comply with the provisions of the Personal Data Protection Act 2010 ("the Act") and its regulations, by-laws, codes of practice or requirements including but not limited to the processing and management of the personal data of the data subject, i.e. the Leads, that may be issued from time to time by the relevant governmental or regulatory authorities. For clarification purposes, any reference to "personal data", "data subject" and "data processing" shall carry the same definition as provided for in the Act. Pursuant to this, you shall at all times fully comply with the following:-
 - (a) you shall treat the personal data of the Leads as confidential information;
 - (b) you shall not transfer any details of the applications from those Leads to any third party under any circumstances for any reason without the prior consent from the Bank;
 - (c) you shall only use and/or process the personal data of the Leads strictly in accordance with this Terms and Conditions or as at when it is necessary to fulfil your obligations and purposes under this Terms and Conditions;

- (d) where the personal data of the Leads is required to be transmitted or transferred outside Malaysia for the purposes of performance of this Terms and Conditions, you shall not cause or permit the same to be done without the prior written consent of the Bank;
 - (e) you shall cooperate with the Bank to enable the monitoring of the compliance with the obligations as set out in this Terms and Conditions and/or the Act including but not limited to permit the representatives of the Bank access to any premise where the personal data of the Leads is being processed in order to ascertain compliance with this Terms and Conditions and/or the Act upon reasonable notice being given to you prior to it;
 - (f) you shall forthwith inform the Bank in writing upon becoming aware of any unauthorised use or disclosure of data of the Lead's applications;
 - (g) you shall take appropriate security measures to protect the personal data of the Leads against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing.
20. You shall not at any time assign, charge, novate or otherwise deal with this Terms and Conditions or any of your rights, interests, entitlements, benefits, covenants, undertakings, obligations, duties or responsibilities under or in connection with this Terms and Conditions in any way to any third party unless as agreed upon otherwise in writing by the Bank in prior and the Bank shall at all times be entitled to assign and/or novate to other party all or any of its rights, entitlements, benefits, covenants, undertakings, obligations, duties and/or responsibilities whatsoever under and/or in connection with this Terms and Conditions.
21. You shall fully indemnify and keep the Bank fully indemnified at all times from and against any and all losses, damages, actions, proceedings claims, demands, costs, expenses and/or liabilities including solicitors fees (on a "solicitor-client" basis) as may be incurred, sustained and/or suffered by the Bank due to and/or arising from the breach, non-compliance and/or non-observance of any one or more of your covenants, undertakings, obligations, duties and/or responsibilities whatsoever under and/or in connection with this Terms and Conditions
- 21.1. Without prejudice to any one or more of Bank's other rights of termination of this Agreement (whether by virtue of this Agreement, at law, in equity or otherwise), Bank shall be entitled to terminate this Agreement without being required to state any reasons therefor by serving a written notice of 7 days to you in respect thereof whereupon the relevant provisions of Clause 21.3 herein below shall apply.
- 21.2. Notwithstanding the provisions of Clause 21.1 hereinabove, Bank shall have the right to forthwith terminate this Agreement in the event that:-
- (a) you are in breach of any one or more of your covenants, undertakings, obligations, duties and/or responsibilities whatsoever under and/or in connection with this Agreement and fail to remedy such breach (if capable of being remedied) within fourteen (14) days only from the delivery or communication to you of a written notice in respect thereof;
 - (b) if any litigation, arbitration and/or administrative proceedings and/or criminal prosecution whatsoever have been made and/or threatened against you and/or any one or more of your assets, which litigation, arbitration and/or administrative proceedings and/or prosecution whatsoever, as the case may be, might materially affect your solvency and/or contractual capacity and/or ability to perform any one or more of your covenants, undertakings, obligations, duties and/or responsibilities whatsoever under and/or in connection with this Agreement;
 - (c) any information, representation and/or warranty whatsoever made, given and/or furnished by you herein and/or in pursuance to and/or in connection with this Agreement and/or the Program is subsequently found to be false, incorrect, untrue and/or fraudulent.
- 21.3. Upon the termination of this Agreement (whether by virtue of the provisions of this Agreement or otherwise), the following shall apply:-
- (a) the approval given to you in respect of the Program shall cease with immediate effect and you shall immediately cease making any introductions to the Bank

- (b) the consent and/or approval (if any) granted to you in respect of any records, documents, data and/or information whatsoever (in whatsoever form) under and/or in connection with this Agreement and/or the Program shall lapse with immediate effect and you shall immediately cease to use the same for any purposes whatsoever;
 - (c) all claims and/or demands whatsoever made against you due to and/or arising from a default and/or breach on your part of this Agreement and/or in respect of the Program and remaining unsettled and/or unsatisfied by you as at the date of termination of this Agreement shall be forthwith settled and/or satisfied by you;
 - (d) any sums of the Incentive that are rightfully due and/or payable to you hereunder and not paid for as at the date of termination shall be paid to you, provided always that in the event this Agreement is terminated due to a default and/or breach on your part, payment of the same shall be withheld and all such losses, damages, costs and/or expenses whatsoever as may be incurred, suffered and/or sustained by the Bank (as the case may be) as arising from and/or incidental to such termination shall first be set-off against the Incentive and any remaining sums of the Incentive after such set-off thereof shall then be paid to you within fourteen (14) working days from the date of such set-off;
 - (e) you shall immediately return to ABMB all records, documents, data and/or information (if any) provided to you under and/or in connection with this Agreement and/or the Program or if instructed by the Bank, immediately destroy, delete and/or remove the same completely beyond recovery and promptly thereafter deliver a valid written confirmation to the Bank, confirming your complete destruction, deletion and/or removal of so.
- 22.1. Any dispute or disagreement arising from this Terms and Conditions and/or the Program which cannot be amicably settled by way of prior negotiation or discussion within fourteen (14) working days from the date the said dispute or disagreement has arisen shall be referred to the competent court of Malaysia or any other competent court or dispute resolution body as the Bank may at its discretion elect.
- 22.2 In the event the Bank shall elect for the dispute be referred to arbitration, you hereby expressly acknowledge that such election would be deemed as your undisputed submission to the same and it is hereby further expressly agreed that:-
- (a) the seat for arbitration shall be in Kuala Lumpur;
 - (b) the arbitral proceedings shall be conducted in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration;
 - (c) the number of arbitrator shall be one and be chosen from a panel of persons knowledgeable in the field of banking matters;
 - (d) the arbitral proceedings shall be conducted in the English Language; and
 - (e) (without prejudice to any one or more of the compensations or reliefs granted in the arbitral award), each party hereto shall bear its own solicitors costs (if any) and other costs and/or expenses in respect of each reference made for arbitration.
23. You hereby agree that nothing herein shall be construed as restricting the Bank's right to enter into any agreements or arrangements which are similar to this Terms and Conditions with any third party.
24. If any part of this Terms and Conditions shall be found to be illegal, invalid or unenforceable, then only such part as so affected by the illegality, invalidity or unenforceability shall be severed from this Terms and Conditions without affecting the other parts hereof.
25. No waiver by the Bank of any one or more of your breach(es) of this Terms and Conditions or the failure by the Bank to insist on your performance of any one or more of the terms or conditions under or in connection with this Terms and Conditions or to exercise any one or more of the Bank's rights or remedies hereunder shall operate as a waiver of the same or of any subsequent breach of the same or of any other terms or conditions whatsoever under or in connection with this Terms and Conditions, unless the grant of such waiver has first been duly confirmed by the Bank in writing.

26. The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promises, authorise, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual. You shall acknowledge that you have been made aware of the Bank's anti-bribery and corruption policy (a summary of the policy is available on the Bank's website) and further covenant/undertake that you shall not indulge in such corrupt practices whether directly or indirectly with any directors, officers or employees of the Bank.
27. As an independent Referrer, you shall be solely responsible to satisfy any current or future taxes that may be imposed (including the Sales & Services Tax) under the relevant legislation, charges, fees and other government imposed responsibilities (if any) from the referral fees paid by the Bank to you. The Bank shall not be making any additional payments towards satisfaction of such taxes.

Declaration

I/We hereby declare that:

- 1) The information given is true and correct and I/we have not withheld any particulars which might prejudice my application;
- 2) I/We am/are not bankrupt nor wound-up at present;
- 3) I/We hereby give permission to the Bank to conduct CTOS checks on the company/business and personnel involved. If any adverse is revealed, the Bank has the right to exclude the company/business or the relevant personnel involved from this program.
- 4) The Bank reserves the right to reject this application without stating any reason(s). If my/our application is approved and the information above is found to be untrue, the Bank has the right to terminate the agreement