



ALLIANCE BANK

ALLIANCE ISLAMIC BANK

**Alliance Bank Malaysia Berhad
Mortgage Partner-In-Sales (MPIS)
(Individual)
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.

“**The Act**” shall mean Personal Data Protection Act 2010

1. This Terms and Conditions shall only commence once the source code is given to you by the Bank and unless if terminated earlier or extended (as the case may be) in accordance with the provisions herein, this Terms and Conditions shall be in force for the duration of twelve (12) months only from the date the said source code is given to you
2. Subject always to the provisions herein respecting the termination of this Terms and Conditions, the Bank shall at its discretion be entitled to extend the Term for a further duration as may be determined by the Bank.
3. This Terms and Conditions shall however only apply for the Leads made by you for the Facilities offered by the Bank.
4. The Leads made by you in respect of the Program hereunder must be referred directly to the Alliance Mortgage Partner-In-Sales website to agree, acknowledge, confirm and declare that you have obtained the consent to contact the Leads on the facilities offered by the Bank via www.alliancebank.com.my/MPIS.
5. In the event, loan application is not submitted to the Bank and it is not captured in the Bank’s system within SIXTY (60) days from the date the Leads was received, the Leads that is submitted by you will be considered as expired.
6. The referral fees payable to you for each successful introduction hereunder is according to the amount executed from the Facilities as approved by the Bank (as the case may be) in respect thereof.
 - (i) **Zero point one percent (0.1%)** of the total loan/financing amount executed.
 - (ii) The referral fee will apply to all types of mortgage loans (under construction or completed residential/commercial properties, except for top up loan for existing to bank mortgage customer)
 - (iii) The referral fee is restricted to mortgage loans (under construction, completed and/or refinancing cases) amounting to RM200,000 and above.
7. The referral fees shall only be payable after the execution of the Facilities, by crediting into your Savings Account/Current Account or Savings Account-i/Current Account-i by the end of the TWO (2) following months after the month of the said loan execution.

Examples:

 - (i) If the introductions are made by you in the month of August and the Facilities in respect thereof are executed in the month of August as well, you will receive the Incentive by the end of October.
8. The approval of the Facilities shall be at the Bank’s discretion (as the case may be) and the Bank (as the case may be) reserves the right to reject any introductions made by you at its discretion without assigning any reasons thereof. The Referral Fee shall not be payable to you for any rejected or unapproved introductions.

9. This Terms and Conditions is not a contract of service or employment or joint venture agreement with you and you shall not at any time describe yourself as an agent, representative of the Bank or represent the Bank in any manner save and except to introduce the Leads to the Bank (as the case may be) for purposes of the Program hereunder only.
10. You shall promptly refer all enquiries (if any) by the Leads to the Designated Personnel, and shall not at any time make any representation to the Leads or give any warranties or undertakings.
11. You shall not at any time permit any person to act or assist in the promotion or marketing of the Facilities.
12. You shall not at any time during or after the term of this Terms and Conditions, furnish, disclose or divulge or allow to be furnished, disclosed or divulged to any other party of any information relating to the operation or business of the Bank or any information or affairs of any of the Leads (whether successful or otherwise) ("the Confidential Information") or use the same other than for the purpose of the performance by you of this Terms and Conditions or unless as consented by the Bank in writing and you shall do all acts and things as necessary so as to protect the Confidential Information at all times. In the event you shall be required in law to disclose the Confidential Information, you shall be allowed to do so but only to the extent as shall be necessary thereof, provided always that you shall, to the extent as permitted by law, first promptly notify the Bank in writing of such request of the disclosure thereto including the purpose, timing and contents of the disclosure and shall at the Bank's prior request in writing, reasonably assist with the resistance, objection and/or contest of such disclosure.
13. You shall not at any time infringe or be in breach or contravention of any intellectual, proprietary or privacy rights belonging to any third parties and shall do all acts and/or things whatsoever as are necessary so as to avoid such infringement, breach and/or contravention.
14. You shall at all times ensure that you comply with the provisions of the Personal Data Protection Act 2010 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 Applicants, 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 personal data of the Leads to any third party under any circumstances for any reason without the prior written consent of 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 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 Agreement and/or the Act including but not limited to permit the representatives of the Bank the 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 prior notice being given to you;
 - (f) you shall forthwith inform the Bank in writing upon becoming aware of any unauthorised use or disclosure of the personal data of the Leads;
 - (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.

15. 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 Agreement 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 under and/or in connection with this Terms and Conditions.
16. You undertake to ensure that the consent of the Lead 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 you have obtained the consent to contact the potential customers on the mortgage loan facilities offered by the Bank via www.alliancebank.com.my/MPIS.
17. You shall be solely responsible for and shall pay all costs and/or expenses in respect of and incidental to the performance of your duties under and/or in connection with this Terms and Conditions.
18. 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 under and/or in connection with this Terms and Conditions.
19. Your obligations under Clauses 9, 10, 11, 12, 13, 14 and 17 of this Agreement shall survive the expiry or termination (as the case may be) of this Terms and Conditions.
20. The Bank reserves the right to reject your application in respect of the Program without stating any reasons therefore.
 - 20.1. Without prejudice to any one or more of the Bank's other rights of termination of this Terms and Conditions (whether by virtue of this Terms and Conditions, at law, in equity or otherwise), the Bank shall be entitled to terminate this Terms and Conditions without being required to state any reasons therefor by serving a written notice of fourteen (14) days to you in respect thereof whereupon the relevant provisions of Clause 20.3 herein below shall apply.
 - 20.2. Notwithstanding the provisions of Clause 20.1 hereinabove, the 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 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, 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 under and/or in connection with this Terms and Conditions;
 - (c) any information, representation and/or warranty made, given and/or furnished by you herein and/or in pursuance to and/or in connection with this Terms and Conditions and/or the Program is subsequently found to be false, incorrect, untrue and/or fraudulent.

- 20.3. Upon the termination of this Terms and Conditions (whether by virtue of the provisions of this Terms and Conditions 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 Terms and Conditions and/or the Program shall lapse with immediate effect and you shall immediately cease to use the same for any purposes;
 - (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 Terms and Conditions and/or in respect of the Program and remaining unsettled and/or unsatisfied by you as at the date of termination of this Terms and Conditions 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 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 the Bank all records, documents, data and/or information (if any) provided to you under and/or in connection with this Terms and Conditions 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.
- 20.4. In addition and without prejudice to the Bank's rights of termination herein, the bank shall be entitled to seek for damages and/or equitable relief in furtherance of other remedies available under this Terms and Conditions and/or the law for any breach and/or default by you of any of the provisions of this Terms and Conditions.
- 21.1 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.
- 21.2 In the event the Bank shall elect for the dispute be referred to arbitration, you hereby expressly acknowledge that such election shall be 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 whatsoever granted in the arbitral award), each party hereto shall bear its own solicitors costs (if any) and other costs and/or expenses whatsoever in respect of each reference made for arbitration.

22. You hereby agree that nothing herein shall be construed as restricting the Bank's right to enter into any agreements or arrangements whatsoever which are similar to this Terms and Conditions with any third party.
23. 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.
24. 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.
25. 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 covenants/undertakes that you shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.
26. This Terms and Conditions shall be governed by and construed in all aspects in accordance with the laws of Malaysia.
27. The Bank reserves the right to change, add, delete and/or vary any of the Terms and Conditions as it thinks fit from time to time.
28. This Terms and Conditions shall constitute the entire agreement with you in respect of all the matters as dealt with herein and shall supersede and cancel all prior contracts, agreements, statements, representations, understandings, negotiations, discussions and/or arrangements whatsoever (if any) with you in respect of the same (whether oral, written, express or implied).
29. Following your application hereof, you hereby declare, represent and warrant that:-
 - (a) all the information given in respect of your application hereof is true and correct and you have not withheld any information which might prejudice the Bank's consideration of your said application;
 - (b) you possess the legal capacity to enter into, execute and perform this Agreement in its entirety;
 - (c) your entry, execution and performance of this Terms and Conditions does not violate, infringe, contravene or breach any laws to which you are subject or any contract, agreement, undertaking, understanding or arrangement whatsoever to which you are a party or which is binding upon you or your assets;
 - (d) you are not a bankrupt and there are no bankruptcy proceedings that have been initiated or commenced or are currently pending or threatened against you;
 - (e) you are not involved in any litigation, arbitration or administrative proceedings or criminal prosecution (including of a pending or threatened nature and whether as plaintiff or defendant or otherwise), which litigation, arbitration or administrative proceedings or prosecution, as the case may be, might materially

- affect your solvency or contractual capacity or ability to perform any one or more of your covenants, undertakings, obligations, duties or responsibilities under or in connection with this Terms and Conditions;
- (f) you have disclosed to the Bank in writing of all facts relating to yourself which you know or should reasonably have known are material to the Bank in the context of this Terms and Conditions;
 - (g) you give full permission to the Bank to conduct CTOS checks on you and that if any adverse is revealed, the Bank has the right to reject your application in respect of the Program;
 - (h) you fully consent to and authorise the Bank to verify with and/or disclose to any party as the Bank deems fit including but not limited to the Central Credit Unit of Bank Negara Malaysia, the Central Credit Reference Information System of Bank Negara Malaysia and/or any authority or body established by Bank Negara Malaysia, any other financial institution granting or intending to grant any credit facilities to you, any agency established by the Association of Banks Malaysia and/or any other relevant authority(ies), body(ies), agency(ies) or person(s) whatsoever as may be authorised by law, of any information whatsoever concerning or relating to you (whether financial or otherwise), your account(s) and/or the conduct thereof for any purpose which the Bank deems fit without notice of the same to you;
 - (i) you fully agree that any data/information (including personal data) relating to or arising from or in connection with your application hereof and/or this Terms and Conditions including information pertaining to your affairs (whether hereunder or otherwise) may be held, used and/or disclosed by the Bank for the purpose of processing your application hereunder and any other matters in connection thereof *(and for the marketing, cross-selling and/or promotion of the products and services of the Bank and/or its other subsidiaries and/or affiliated companies)(Note: Please delete if you are not agreeable to the part marked “*”);
 - (j) you have totally sought independent legal advice in respect of everything contained in and connected to this Terms and Conditions and you have not at any time relied or depended upon any representation or statement whatsoever made by the Bank or the solicitors, advisors, consultants, employees or whatsoever of the Bank in your entry and execution of this Terms and Conditions;
 - (k) all the representations and warranties made by you in this Terms and Conditions are true, accurate and correct in all respects as at the date of your execution hereof and shall survive the expiry or termination (as the case may be) of this Terms and Conditions; and
 - (l) you are fully aware that the Bank has entered into this Terms and Conditions upon full reliance on your representations and warranties contained herein.
29. As an independent Referrer, you shall be solely responsible to satisfy any current or future taxes that may be imposed (including the Sales and 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.

I, hereby confirm that I have thoroughly read and fully understood all the terms and conditions contained hereinabove and accept the same and also expressly acknowledge that the acceptance herein and be fully binding upon me and my heirs, successors-in-title, beneficiaries, executors, administrators and personal representatives including other party claiming any rights and/or interests under and/or through me.