

INVESTOR AGREEMENT

This Investor Agreement (“**Agreement**”) is made between:

- A. **BURSA MALAYSIA RAM CAPITAL SDN. BHD. (Company No. 202201047263 (1492960-P)) (formerly known as BM RAM CAPITAL SDN. BHD.)** a company incorporated in Malaysia with its registered address at 15th Floor, Exchange Square, Bukit Kewangan, 50200 Kuala Lumpur, Malaysia (“**Company**”, “**we**”, “**our**” or “**us**”);

And

- B. You, the user of the Platform (as hereinafter defined) who intends to invest in Investment Notes issued by the Issuers (both terms as hereinafter defined) through the Platform (“**Investor**” or “**you**”).

This Agreement is a binding contract between the Company and you as an Investor. By registering and ticking the box, you confirm that you have read and understood the terms and conditions and agree to be bound by the terms of this Agreement.

In addition to this Agreement, you are required to read and, where applicable, accept, the terms set out in our Terms of Use, Personal Data Notice, Trading Rules and any other agreements or guidelines on the Platform or agreements with us to which you have agreed (collectively the “**Other Agreements**”). In case of any inconsistencies, the terms of this Agreement will prevail over the terms of the Other Agreements, (save in respect of any transactions, trades and/or transfers on the Secondary Market (hereinafter defined) whereby the Trading Rules shall prevail over the terms of this Agreement).

This Agreement sets out the obligations and responsibilities relating to your participation in peer-to-peer (“**P2P**”) financing as an Investor through the Platform as well as to inform you of the various information and processes relating to the same.

Notwithstanding anything stated in this Agreement, we may, at any time and from time to time, review, modify, revise or amend the terms and conditions of this Agreement and/or the Other Agreements by giving notice to you (which notice may be given by email or any other means as may be determined by us including posting such notice or such revision, modification, revision or amendment to the Platform), and your continued participation in the Investment Note, use of the Platform (including the Website and if applicable, the mobile application) and/or our Services herein shall be deemed to be your acceptance of the terms and conditions as reviewed, modified, revised or amended.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 Unless the context otherwise requires, the following expressions shall have the meaning set out against them in the table below.

Angel Investor	as defined in Clause 3.3;
Auto-Invest	means the automatic investment feature available on the Platform which the Investors may opt for, that allows the Investors to subscribe to the Investment Note Campaign that fulfills the criteria as determined by the Investors (such as the investment objectives, risk appetite etc.);
Available Fund for Use	means the aggregate funds in the Investor’s account with the Platform available for use on the Platform, which has not been set aside or blocked from further use in the Trust Account for whatsoever reason;
Business Day	means a day on which the Company is open for business in Kuala Lumpur which may include Surprise Holiday;

Change in Circumstances	means any change in one or more of the information below, as per CRS and FATCA requirements: <ul style="list-style-type: none"> • change of Tax Residence (to/from outside Malaysia, or one country to another) • change of residence or mailing address (to/from outside Malaysia or one country to another) • change of contact number (to/from outside Malaysia, or one country to another) • application or cancellation of standing instructions to transfer funds to an account maintained outside Malaysia, or from an overseas account to another • change of address of the current effective power of attorney/signatory authority (to/from outside Malaysia; or one country to another) • change of nationality to/from U.S. (for FATCA only).
Common Reporting Standard or CRS	means the Common Reporting Standard, which is developed by the Organisation for Economic Co-operation and Development to obtain information from financial institutions and for automatic exchange of financial account information with other jurisdictions on an annual basis for tax purposes;
Campaign Period	means a period up to 30 Business Days, as more particularly set out in the Investment Note Campaign and/or the Platform or such other extended period as may from time to time be notified on the Platform;
Commodity	means any Shariah-compliant commodity or asset as the Company may deem fit but excluding gold, silver, currencies, debt and asset to be constructed or under construction;
Conventional Investment Note	means a conventional Investment Note which is not an Islamic Investment Note;
Date of Notification	as defined in Clause 6.5;
ESG	means Environmental, Social and Governance;
Event of Default	as defined in Clause 11.2;
Funding Amount	means the funding amount requested by the Issuer as approved and stated in the Letter of Offer (or any supplemental Letter of Offer as the case may be);
Foreign Account Tax Compliance Act or FATCA	means the U.S. provisions commonly known as the Foreign Account Tax Compliance Act provisions, which were enacted into U.S. law as part of the Hiring Incentives to Restore Employment (HIRE) Act on March 18, 2010. FATCA creates a new information reporting and withholding regime for payments made to certain non-U.S. financial institutions and other non-U.S. entities;
Force Majeure Event	as defined in Clause 25.1;
Guidelines	means the Guidelines on Recognized Markets issued by SC, as may be revised by SC from time to time;
Investment Note or Note	means the Conventional Investment Note and/or the Islamic Investment Note, being the Note issued by the Issuer in

	consideration of the Principal Amount paid by the Investors, which includes the salient features (where applicable) set out in Schedule 1 hereto and any other terms and conditions to the Investment Note as set out on the Platform, which Investment Note and/or other terms and conditions to the Investment Note may be amended or revised by us at any time and from time to time;
Investment Note Campaign	means the description of the relevant terms in the Letter of Offer (which has been duly accepted by the Issuer), as published on the Platform by the Company to communicate the background of the Issuer, the purpose of the funding and any other salient terms and conditions as may be determined by the Company;
Investor	means such permitted person or entity (as determined by the SC and the Company) who has an investor account with the Company and intends to subscribe and/or hold, has subscribed to and/or holds the Investment Note issued by the Issuer on or through the Platform and includes where applicable, the Investor (Buyer), Investor (Seller), Transferee and Transferor;
Investor (Buyer)	has the meaning accorded to it in the Trading Rules;
Investor (Seller)	has the meaning accorded to it in the Trading Rules;
Investors' Resolution	means the resolution passed by the Investors by way of vote in accordance with Clause 14;
IRBM	means the Inland Revenue Board of Malaysia;
Islamic Investment Note	means an Investment Note in compliance with Shariah principles;
Issue Request	means an application for funding request made by the Issuer, for funding by completing and submitting the relevant prescribed forms (including any updated forms, all appendices and schedules thereto) on the Platform and/or the Company;
Issue Date	as defined in Clause 8.3 below;
Issuer	means such permitted person or entity (as determined by SC and the Company) who is seeking funding by way of issuance of an Investment Note to the Investors through the Platform and who has an issuer account with the Company;
Letter of Offer	means the letter of offer issued by the Company to the Issuer for an Investment Note Campaign;
Lot	means each Lot under the Investment Note which is equivalent to RM100 of the Principal Amount (or such other denomination as may be varied by the Company at its absolute discretion);
Matched Date	in relation to the Investment Note Campaign, means (a) the date that falls on or before the expiry of the Campaign Period when the Investment Note Campaign is successfully matched by achieving 100% of the Funding Amount; or (b) the date that falls on the expiry of the Campaign Period when the

	Investment Note Campaign is successfully matched by achieving at least the Minimum Principal Amount Target, whichever earlier;
Material Adverse Change	includes any of the following matters: <ul style="list-style-type: none"> (a) the discovery of any false or misleading statement in any of the documents or information required to be disclosed or submitted by the Issuer to the Company in relation to the Investment Note; (b) the discovery of any material omission of information required to be included in any of the documents or information required to be disclosed or submitted by the Issuer to the Company in relation to the Investment Note; and/or (c) any material change or development in the circumstances relating to the Investment Note or the Issuer;
Maturity Date	means the scheduled date on which the Note Tenure ends;
Minimum Principal Amount Target	means at least 80% (or to the extent permitted under the Guidelines, such other percentage as may from time to time be prescribed by the Company) of the Funding Amount approved for the Investment Note Campaign which has been raised from the Subscription Offers made by the Investors;
Note Tenure	means the tenure of the Investment Note, as more particularly set out in the Investment Note;
Off Market Transaction	has the meaning accorded to it in the Trading Rules;
Off Market Transaction Request or OMT Request	has the meaning accorded to it in the Trading Rules;
On-Market Transaction	means the sale and purchase of any Lot(s) of an Investment Note on the Secondary Market that is concluded by way of automated matching of Orders entered into the order book maintained on the Secondary Market under the Trading Rules.
Orders	has the meaning accorded to it in the Trading Rules;
Other Agreements	as defined in the recitals above;
Personal Information	means the personal information of an individual, including his/her full name, date of birth, residential address, mailing address, hold mail instruction or in-care-of address, contact information (including telephone number), citizenship(s), residency(s), tax residency(s), TIN (taxpayer identification number) or (if applicable) such other information as the Company may reasonably require regarding such individual;
Platform	means the electronic platform of the Company hosted on the Website and if applicable, the mobile application developed by the Company and/or its' affiliates, or other means accessible to the platform that facilitates directly or indirectly the issuance, execution, offering, trading or transfer of any

	Investment Note. For the avoidance of doubt, any reference to the Platform includes the Website, the mobile application, and web-based application;
Personal Data Notice	refers to the notice pursuant to the Personal Data Protection Act 2010 made available on the Platform, as may from time to time be amended, varied and/or supplemented;
Principal Amount	means the total principal amount or capital payable or paid by the Investors, as more particularly set out in the Investment Note;
Purchase Consideration	has the meaning accorded to it in the Trading Rules;
Recovery Actions	as defined in Clause 11.2;
Register	as defined in Clause 2.1(f);
Requisition	means any requisition, order or request for any trade or transfer of Lot(s) of an Investment Note on the Secondary Market and includes where applicable, the Orders for On-Market Transactions, Off-Market Transaction Requests and requests for Transfer of Note;
Retail Investors	as defined in Clause 3.3;
Reserved Matters	means the matter proposed in respect of and and/or all the matters set out in Schedule 4 hereto, which resolution shall only be passed with the affirmative votes of the Investors to the respective Investment Note in accordance with Clause 14;
Resident Investors	as defined in Clause 3.2(c);
Restructuring Proposal	as defined in Clause 11.2;
Restructuring and Recovery Actions	as defined in Clause 11.2;
RM	means Ringgit Malaysia, being the lawful currency of Malaysia;
SC	means the Securities Commission Malaysia;
Secondary Market	means the secondary market on the Platform for the trading or for the transfer, of the Investment Notes issued on the Platform or such part thereof between the Investors prior to the Maturity Date of the Investment Note, in accordance with the Trading Rules;
Security	means any guarantee, debenture, pledge, assignment, charge and/or any other securities provided or to be provided by the Security Parties in favour of the Security Agent, to secure the payment or repayment of all monies payable to the Investors and/or the Company under the Notes and/or the terms of this Agreement, as more particularly set out in the Investment Note, and include any other Securities which the Company may require the Issuer to provide or cause to be provided from time to time;

Security Agent	means the entity which holds and deals with the Securities under the Security Documents for the benefits of the Investor and/or us under the Investment Notes and/or the terms of this Agreement, which may be the Company, and/or such other entity as may be determined by the Company from time to time;
Security Documents	mean any guarantee, debenture, assignment, charge and/or any other security documents in connection with any Security provided or to be provided by the Security Parties in favour of the Security Agent, to secure the payment or repayment of all monies payable to the Investor(s) and/or the Company under the Notes and/or the terms of this Agreement, as more particularly set out in the Investment Note;
Security Parties	means the Issuer, any guarantor and/or any other security party for the time being or from time to time providing any Security under the relevant Security Documents in favour of the Security Agent, to secure the payment or repayment of all monies payable to the Investors and/or us under this Note and/or the terms of this Agreement, as more particularly set out in the Investment Note;
Services	as defined in Clause 2.1;
Service Providers	means RAM Rating Services Berhad, RAM Sustainability Sdn Bhd, Bond Pricing Agency Malaysia Sdn Bhd, and any organisation or entity engaged by or collaborating with the Company in the provision of any services as may be determined by the Company at any time and from time to time;
Shariah	refers to Shariah standards as determined from time to time by the rulings of the Shariah Advisory Council of SC and advice of the Shariah adviser of the Company. The Company's respective rights and obligations herein are intended to be and in conformity with Shariah as determined from time to time by the rulings and Shariah standards of the Shariah Advisory Council of SC and the Shariah adviser of the Company;
Sophisticated Investors	as defined in Clause 3.3;
Subscription Offer	means an offer submitted by an Investor over the Platform, stating the amount of the funding pursuant to the Investment Note Campaign that the Investor wishes to subscribe for;
Surprise Holiday	means a day that is declared as a public holiday in Kuala Lumpur that has not been gazetted as a public holiday at the beginning of the calendar year;
Taxpayer Identification Number (TIN)	means the unique combination of letters or numbers assigned by a jurisdiction to an individual or an entity and used to identify the individual or entity for the purposes of administering the tax laws of such jurisdiction, and the term "TIN" shall include any functional equivalent thereof in the absence of a TIN;
Tax Residence	means the jurisdiction of residence for tax purposes as determined by each of respective jurisdictions' tax legislations and it may differ from an individual's citizenship or nationality.

	Please consult your professional tax advisor on your Tax Residency;
Terms of Use	refers to the Terms of Use made available on the Platform, as may from time to time be amended, varied and/or supplemented;
Termination Events	means the events as set out in Clause 16.1;
Transfer or Transfer of Note	has the meaning accorded to it in the Trading Rules;
Transferee	has the meaning accorded to it in the Trading Rules;
Transferor	has the meaning accorded to it in the Trading Rules;
Trading Rules	means the rules that govern the trading and/or transfer of the Lot(s) of an Investment Note or the Investment Notes on the Secondary Market of the Platform, and any other rules, guidelines, notices, circulars and/or requirements as may be issued, modified, amended or restated by the Company at any time and from time to time, which Trading Rules shall be read together with and form part of this Agreement;
Trust Account	as defined in Clause 7.5;
U.S.	means the United States of America;
U.S. Person	means a U.S. citizen or resident individual, a partnership or corporation organized in the U.S. or under the laws of the U.S. or any State thereof, a trust if (i) a court within the U.S. would have authority under applicable law to render orders or judgements concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. Persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the U.S.;
Website	means the website of the Company located at the following URL: brc.bursamalaysia.com or such other domain or site as may be designed by the Company and/or our affiliates from time to time.

1.2 Interpretations

The following rules apply unless the context requires otherwise:

- (a) The headings in this Agreement are for convenience of reference only and shall not be taken, read and construed as essential parts of this Agreement.
- (b) Any reference to "law" includes any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, by-law or other legislative measure in Malaysia.
- (c) References made to any legislation or to any provisions of any legislation shall include any modification or re-enactment thereof and any legislation or legislative provision substituted therefor, and all regulations, subsidiary legislations, by-laws, guidelines, practice notes, codes of practice and statutory instruments issued thereunder.

- (d) Unless the context otherwise requires, references to the singular includes the plural and vice versa, references to any gender shall include all genders, references to a date or time shall be to Malaysian date and time.
- (e) Any reference in this Agreement to "Clause" or "Schedule" is to the clauses or schedules of or to this Agreement.
- (f) Any reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (g) If any period of time is specified from a given day or a day of a given act or event is specified, it is to be calculated exclusive of that day and if any such specified period of time or a day of a specified given act or event falls on a day which is not a Business Day, then such period of a specified time or a specified day of a given act or event is deemed to be on the next Business Day.

2. OUR SERVICES

2.1 We are a registered recognized market operator that operates the Platform for P2P financing. Our Platform offers and performs the following services ("**Services**"):

- (a) hosting, matching and facilitating the transactions between the following parties:
 - (i) the Issuers who are registered with our Platform and are seeking funding through the Investment Note Campaigns which will be hosted on the Platform and the Investors who are registered with our Platform and are seeking to invest funds by subscribing for the relevant Investment Note Campaigns hosted on the Platform, and upon successful funding of the relevant Investment Note Campaigns, the issuance of the Investment Notes by the relevant Issuers to the relevant Investors;
 - (ii) any transactions, trades and/or transfers on the Secondary Market between the Investors (Seller) and the Investors (Buyer) in accordance with the terms and conditions as set out in the Trading Rules;
 - (iii) the Transfer of Note from the Transferor to the Transferee in accordance with the terms and conditions as set out in the Trading Rules;

and, for the avoidance of doubt, any trades and/or transfers of the Lots of the Investment Note on the Secondary Market are limited to Investment Notes issued by the Issuers which have been successfully funded through the Platform only;

- (b) where applicable, provides credit and ESG rating reports and indicative pricing issued by our appointed Service Providers to prospective Investors for information and reference purposes only, which shall not, in any way whatsoever, be or be deemed to be our endorsement, recommendation or validation of the Issuer, Investment Note Campaign and/or Investment Note or, indicative of the future or likely performance of the Issuer, Investment Note Campaign and/or Investment Note;
- (c) collects, disburses, refunds and manages the funds amongst and between the Investors and the Issuers;
- (d) enforce the rights of the Investors under the Investment Note, the Security Documents and such other relevant documents;
- (e) facilitate the Investors voting and implementing the changes based on the resolution passed by the Investors;

- (f) prepare, maintain and keep an updated register (“**Register**”) containing all the details of the Issuer and current Investors (including any Investor (Seller), Investor (Buyer), Transferor and Transferee) under each Investment Note including the number of Lots held or traded/transferred by each Investor from time to time, which Register shall be conclusive and shall prevail against the particulars of the Investors set out in the Investment Note (in the case of any discrepancy); and
- (g) such other services as may be determined and notified by us from time to time.

For the avoidance of doubt, we may change or suspend any of the aforesaid Services provided at any time and from time to time by giving notice in accordance with Clause 24 below.

- 2.2 You acknowledge and agree that our principal role is to act as the operator of the Platform whereby we are merely acting as an intermediary for the Issuers and the Investors including the Investors (Seller), Investors (Buyer), Transferor and Transferee, provide a streamlined process for *inter alia* the submission of Issue Request by the Issuers, the publishing of Investment Note Campaign by the Issuers on the Platform up to subscriptions thereof by the Investors and issuance of the Investment Note upon the Investment Note Campaign being successful funded pursuant to Clause 8 below, secondary trading between the Investors (Seller) and Investors (Buyer) on the Secondary Market, Transfer of Note from the Transferor to Transferee on the Platform, facilitating the payment and collection of moneys due under the Investment Note and taking actions on behalf of the Investors upon the Issuer’s default. You further acknowledge and agree that:
- (a) the Investment Notes will be and will be deemed to be a binding contract entered into between the Issuers and you, notwithstanding that the Investment Note was executed by us on behalf of you, and
 - (b) the transactions conducted and completed on the Secondary Market (whether through On-Market Transactions or Off Market Transactions) shall be deemed to be binding as between the Investors (Seller) and the Investors (Buyer) and the Transfers of Note shall be binding between the Transferor and the Transferee.

We are not and shall not be deemed as the Issuer or the Investor of any Investment Notes, or a party to the Investment Note or any transaction on the Secondary Market, and expressly disclaim any liability whatsoever arising from, or compliance with the terms of this Agreement, the Other Agreements and/or the Investment Notes.

- 2.3 Any Issuer who is seeking funding will submit an Issue Request through our Platform which is subject to our internal assessment and approval in order to be published on the Platform. The Investors who are seeking to invest funds will be able to access the Platform to invest in any of the Investment Note Campaigns of their choice, and/or trade their Lot(s) in the Investment Notes issued by the Issuers that have been successfully funded through the Platform on the Secondary Market. In certain circumstances, the Investors will also be entitled to perform a Transfer of Note to transfer their Lot(s) in the Investment Note to such other person as we may allow from time to time.
- 2.4 We may appoint the Service Providers to carry out credit and/or ESG assessment (if applicable, as in certain circumstances such as insufficient information, the ESG rating may not be able to be generated) for the Issue Request submitted by the Issuers and to assist us in determining the Funding Amount, and the interest and/or profit rate (as the case may be) for each of the Investment Note. As part of the credit and ESG assessment process (where applicable), we may make or cause to be made enquiries on the general business and financial performance of the Issuer, and on key individuals associated with the Issuer, such as the senior management, directors, partners, proprietors and major/controlling shareholders, at any time.
- 2.5 You acknowledge and agree that any rating assigned to the Investment Note Campaigns on the Platform which directly or indirectly, convey the creditworthiness of the Issuer or the Issuer’s repayment capability, including but not limited to financial indicators (obtained from the Issuer or reliable sources from our Service Providers or such other third party credit bureaus), the credit

and ESG ratings, does not in any way suggest that we are recommending that you invest in any of the Investment Note Campaigns or buy or sell any Investment Notes, that we believe the Issuer will honour any or all Investment Note repayments, or that we take any responsibility or will in any way whatsoever be liable to you if the Issuer does not honour any or all Investment Note repayments and/or payments or any other obligations under the Investment Note or deemed to accrue to you from the Issuer, and we make no representation, warranty or guarantee whatsoever, whether express or implied, on the same.

- 2.6 You agree that the investment decision with respect to any Investment Note Campaigns on the Platform is yours and yours alone. You must read, understand and make your own decision concerning the risks associated with investing on or through crowdfunding platforms such as our Platform. In this connection, by entering into this Agreement and utilising our Services, you are and are deemed to be aware of and acknowledge the risk involved in such investments, and to have read and accepted the self-declared risk acknowledgement (in the prescribed form). You further acknowledge and agree that the searches and enquiries that we carry out are based on publicly available sources and/or on documents and information provided to us by the Issuer, all or any of which may be incomplete, inaccurate or out-of-date.

3. REGISTRATION WITH THE PLATFORM AS AN INVESTOR

- 3.1 You will need to register on or through the Platform or such other means as may be determined by us, in order to open and operate an account with the Platform and utilise our Services available for the Investors.

- 3.2 To be eligible to register and open an Investor account with the Platform, you must fulfill the following minimum requirements (as may be revised by us from time to time) and provide us with all such documents and information as may be required by us at any time and from time to time:

- (a) in the event that you are an individual:
 - (i) you shall be 18 years old and above;
 - (ii) you must have a National Registration Identity Card (NRIC) (if a Malaysian citizen) or valid passport (if you are not a Malaysian citizen);
 - (iii) you shall have a valid permanent address in Malaysia;
- (b) in the event that you are a non-individual, you shall be incorporated in Malaysia and/or properly registered with the Registrar of Businesses or the Companies Commission of Malaysia;
- (c) you must be a Tax Resident in Malaysia only within the meaning of the Income Tax Act 1967 (“**Resident Investor**”);
- (d) you are not a “U.S. Person”
- (e) you shall have a valid email address for receiving electronic communications and log-in details;
- (f) you shall have and maintain, a bank account in your own name with a financial institution in Malaysia, which is valid and able to effect electronic payment or telegraphic transfer to us;
- (g) you shall pass our internal verification and checking process as well as FATCA and CRS declaration verification as required by the Malaysian legislations;
- (h) you shall complete a questionnaire required by us, if any; and

- (i) any other additional requirements as may be notified by us from time to time either through the Platform or other means.

For the avoidance of doubt, if you do not meet any of the minimum requirements and/or if you fail to provide us with the necessary documents and information as may be required by us, we reserve the right to restrict access to, temporarily or permanently suspend your account with us and terminate the relationship with you in accordance with Clause 16 hereof.

- 3.3 You are also required to declare the category of Investor you belong to. The category of Investors, the requirements and the funding limit, as may be revised by us from time to time by notice, are set out in the table below.

Category of Investors	Requirements	Funding Limit	
		Minimum funding per Investment Note	Encouraged Maximum funding (in aggregate)
Retail Investors	<ul style="list-style-type: none"> 18 years old and above; Malaysian who holds a NRIC or a non-Malaysian with a valid passport; and not an Angel Investor or Sophisticated Investor. 	RM100.00	RM50,000.00
Angel Investors	<ul style="list-style-type: none"> 18 years old and above; Tax Resident in Malaysia; and the net assets or annual income as set out in the Guidelines. 	RM100.00	No limit.
Sophisticated Investors	<ul style="list-style-type: none"> any person who is determined to be a sophisticated investor under SC's Guidelines on Categories of Sophisticated Investors*; or any person who acquires any capital market product or Islamic capital market product offered or traded on a recognized market where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise. 	RM100.00	No limit.

*Complete list of options will be set out in the application form for admission as the Investor on the Platform.

- 3.4 The approval and acceptance of your registration with the Platform is and shall be SUBJECT to our internal verification and checking process which we will carry out upon receipt of your personal or entity's information, relevant documents, and any other information and/or documents which may be required by us. We may at any time or from time-to-time request for any additional information in connection with your use of the Platform or our Services, the Subscription Offer, the Investment Note, this Agreement, and/or the Other Agreements, including but not limited to the source of funds which you seek to invest either generally or in a

particular Investment Note Campaign. You are required to furnish us with the requested information as and when the request is made.

- 3.5 A notification will be sent to you to inform you if your registration is successful or not. We reserve the right to reject your registration at our sole and absolute discretion without assigning any reason whatsoever.
- 3.6 Upon successful registration of your account with the Platform:
- (a) you have and are deemed to have read, understood and accepted all terms and conditions in connection to the use of the Platform and our Services, under this Agreement and the Other Agreements;
 - (b) you will be able to invest in any Investment Note Campaign on the Platform, and trade or transfer any Investment Notes on the Secondary Market (provided always that the Investment Note satisfies the criteria to be traded or transferred on the Secondary Market).
- 3.7 You agree that we, as the owner and operator of the Platform, may collect, store, and process your information from you and/or any third party (including our Service Providers) and to use the information we collected for the purposes of providing our Services to you pursuant to the Personal Data Notice and the terms in this Agreement. You also consent to receive, from time to time, information about our products and services, or the products, services and offered of third parties, from or through us, via the various mode of communication as determined by us. You further agree to the full disclosure by us of all such information collected to our Service Providers and any other third parties as we may decide in our sole discretion in connection with the Services provided by us, this Agreement, the Other Agreements and/or to comply with any law, regulatory requirement or directive.

4. YOUR ACCOUNT AND PASSWORD

- 4.1 As part of the registration process, you will be required to provide a valid email address and a username as your login identification. You will also be required to assign a strong password (or such other security measures as we may from time to time implement or require) to your account. You will also be required to complete the FATCA and CRS declarations during the account opening process.

For purposes of FATCA and CRS requirements, the Investor shall be the person listed or identified as the holder of an Investor account, but shall not include a person holding such account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian in which case that other person shall be the Investor.

- 4.2 Your registration with the Platform as an Investor, all verification codes and one time password (OTP) issued to you and digital signatures are strictly for your own use only. You shall keep your email address and passwords confidential and secure at all times. We may rightfully assume that any person accessing the Platform and using our Services with your user name and password is you.
- 4.3 You shall ensure that, at all times, your representatives who have been authorised to use your account conform to your obligations pursuant to this Agreement and the Other Agreements.
- 4.4 You shall be responsible for all information and documents submitted to and activity carried out on the Platform by you and/or anyone using your account. Without prejudice to Clause 16, we reserve the right to, at any time at our sole discretion, restrict, suspend or terminate your access to the Platform and/or cease to provide any of the Services to you or to act on instructions received from your account if there is any suspicion by us that your account has been accessed by any person other than you or a person you have authorised, or if there is any suspicion by

us that your account is, has been or will be used for any illegal, fraudulent or unauthorised purposes. You shall inform us immediately if your account has been accessed or used without your authorisation.

5. RESIDENT INVESTORS

- 5.1 If you are a Resident Investor, you are solely and wholly responsible for ensuring your compliance with all laws of Malaysia (including without limitation the Income Tax Act 1967 and any securities and exchange control laws) and your home country. We accept no responsibility whatsoever for any breach of such laws by Resident Investors.
- 5.2 If you change your tax residency status from Resident Investor to: (i) non-Malaysian tax resident or (ii) dual tax residency status or (iii) a U.S. Person, you shall:
- (a) update the Company of such change in accordance with clause 6.5;
 - (b) where applicable, bear any withholding tax imposed by the IRBM on the interest or profit payable to you and comply with all requirements in relation to withholding tax. The Company shall deduct the applicable amount of withholding tax from the interest or profit payable to you and remit the said withholding tax amount to IRBM;
 - (c) not further invest in any new Investment Note;
 - (d) either hold your existing Investment Note up to its maturity or dispose your existing Investment Note in the Secondary Market; and
 - (e) close your Investor account within five (5) Business Days from the date your Investor account has zero balance, i.e. zero investment balance and zero cash balance. If you fail to close your Investor account within the stipulated timeframe, the Investor account will be closed by the Company and the Company shall not be liable to any party for any reason for the closure of the Investor account.

6. ACCESSING THE PLATFORM AND USE OF THE SERVICES

- 6.1 By accessing the Platform, you represent and shall be deemed to represent to us that on each occasion you access the Platform or make a Subscription Offer or subscribe to the Investment Note in response to any Investment Note Campaign or hold any Lot(s) of the Investment Note pursuant to an On-Market Transaction or an Off Market Transaction or a Transfer of Note, you are doing so in compliance with all applicable laws, and all information and documents submitted or provided to us are true, accurate, complete and up-to-date. You shall be liable to us and hereby irrevocably undertake to indemnify us and to keep us indemnified, at all times, against any and all claims, losses, damages, expenses (including all legal costs on a full indemnity basis) or liabilities whatsoever arising out of or in connection with any non-compliance or alleged non-compliance with this Clause or any provision of this Agreement and/or the Other Agreements.
- 6.2 You agree to maintain the investment limit as described in the table set out in Clause 3.3 of this Agreement (as may be revised by us from time to time by notice) pursuant to the “**Category of Investors**” you have declared yourself to belong to.
- 6.3 You agree that all our activities are subject to the laws of Malaysia. Any redress you may seek from us in any circumstances is under Malaysian law.
- 6.4 You are strongly encouraged to seek professional advice and independent legal advice as to your rights and obligations under this Agreement, the Other Agreements, the Security Documents and/or the Investment Note. In addition, for FATCA and CRS declarations, it is your responsibility to obtain independent professional advice from your legal and tax advisors on your obligations and the consequences under FATCA and CRS. We do not provide tax or legal advice to you and are unable to advise you regarding any income tax or other tax consequences. You are also required to read the risk disclosure statement and understand the nature and risks of the investment which may result in your losing all or part of your investment.

- 6.5 You agree to forthwith update your details on the Platform should there be any change to any of the details which you have provided to us. When there is a change or addition to the Personal Information (including but not limited to any Change in Circumstances which may affect your Tax Residency, FATCA and/or CRS status), you shall undertake to update us within thirty (30) calendar days of such change ("**Date of Notification**") and to provide us with an updated FATCA and CRS self-certification or a reasonable explanation and documentary evidence (if applicable) within fourteen (14) calendar days from the Date of Notification upon request by us. It is your obligation to ensure that the details of the designated bank account provided to us is always up to date. You acknowledge that we shall not be liable for any loss, damage, claim or liability that may arise due to your failure or delay in notifying us or any third parties of any changes to any of your information.
- 6.6 You agree to, at all times, duly observe and comply with all your obligations under this Agreement, the Other Agreements, the Security Documents and/or the Investment Note.
- 6.7 As an Investor, your interactions with us will mainly take place through the Platform. There would be occasions where we would, where deemed necessary, interact with you directly through other means including by email or telephone or in person, but in general our communications will be through the Platform.
- 6.8 You consent to and authorise us to report, disclose, and/or exchange any information and documents relating to your account(s) and/or affairs to IRBM or any foreign tax authorities in compliance with any tax requirements, including FATCA and CRS, as required by applicable laws.

7. INVESTING IN AN INVESTMENT NOTE CAMPAIGN

- 7.1 Upon being approved as an Investor, you may access and browse the details of the Investment Note Campaigns on the Platform. The details on the Investment Note Campaign include the targeted aggregate Principal Amount approved in the Investment Note Campaign, the applicable interest or profit rate, late payment interest or late payment charge, the Note Tenure and additional information about the Issuer and the purpose or the intended use of the funds sought by the Issuer. The documents and information contained in the Investment Note Campaigns (including any additional information and purpose of funding therein stated) are provided by the respective Issuers themselves.
- 7.2 You acknowledge that while we may (but are not obliged to) review the information and documents for appropriateness of language and content, our sharing of the same with you or publication of the same on the Platform is not and should not in any way whatsoever be deemed as an endorsement and assurance of the correctness, completeness and accuracy of such information.
- 7.3 We may from time to time, notify you of the subscription opportunities available on the Platform by sharing part or all of the details of the Investment Note Campaigns on the Platform, through email and/or such other means as we may determine at our sole and absolute discretion (including by pre-launching certain prospective Investment Note Campaigns), all of which will direct you to the complete factsheet of the Investment Note Campaign on the Platform. You are strongly advised at all times, to access the Platform to view the full and complete details of the Investment Note Campaign to make an informed decision on the subscription for Investment Note, and subscribe to Investment Notes that match your risk profile.
- 7.4 We may at our sole and absolute discretion, divide the Funding Amount in the Investment Note Campaign, into one or more tranches or portions based on such terms and conditions as may be determined and/or revised by us from time to time. Notwithstanding that the Investment Note Campaign has not achieved the Minimum Principal Amount Target or reached the Funding Amount, we may, in our sole and absolute discretion, close the option for any Investor or any category of Investor to subscribe or further subscribe in the Investment Note Campaign on the Platform. Our decision to divide the Funding Amount into one or more tranches or portions and to impose or revise any terms and conditions thereto as aforesaid shall be final and undisputed.

- 7.5 We maintain a bank account with a licensed financial institution in Malaysia, which account is held on trust by the trustee ("**Trust Account**"). If you intend to submit the Subscription Offer to the Issuer in respect to the Investment Note Campaign, you must first remit sufficient funds from your bank account to the Trust Account, to ensure that there are Available Fund for Use to subscribe in the Investment Note Campaign and pay for any such fees, costs, charges and expenses accrued or to be accrued under this Agreement and/or the Investment Note. Any funds credited into the Trust Account shall be deemed received by us from you upon our actual receipt of such funds without any deduction whatsoever, and for such sum is reflected in your user account with the Platform. You shall forthwith provide the remittance advice to us in respect of such credited amount upon the trustee and/or our request.
- 7.6 Subject to Clause 7.5 above, after you have viewed the details of any Investment Note Campaign on or through the Platform and conducted an investment analysis, you may at your own discretion, decide to make a Subscription Offer to the Issuer in response to the Issuer's Investment Note Campaign within the minimum and maximum amount of investment limit as specified in Clause 3.3 (as may be revised by us from time to time by notice).
- 7.7 In addition to the manual investment in Investment Note Campaign as described in Clause 7.6 above, you are entitled to utilise the Auto-Invest function available on the Platform by enabling the Auto-Invest mode through the Platform, which will then enable us through the Auto-Invest function, to make a Subscription Offer to the Issuer in respect of the Issuer's Investment Note Campaign and subscribe to the Investment Note Campaign through the Platform that in our sole and absolute opinion, fulfills the criteria set by you through the Auto-Invest function ("**Auto-Invest Criteria**"). We will retain full discretion in determining the ratio of investment allocation in the Investment Note Campaign to provide optimal opportunities to Investors.

You acknowledge and agree that:

- (a) the provision of the Auto-Invest feature by us and the investment in the Investment Note Campaign is not intended and shall not in any way, be deemed to constitute an advice or recommendation by us with respect to the Investment Note;
- (b) our role is limited to facilitating making of the Subscription Offer and the subscription in the Investment Note Campaign in line with the Auto-Invest Criteria set by you;
- (c) any Subscription Offer submitted and Investment Note subscribed through the Auto-Invest function shall be deemed to be made by you;
- (d) you shall be fully liable for the Auto-Invest feature selected for, and for the obligation as an Investor under the Subscription Offer, the Investment Note and Investment Note Campaign;
- (e) we disclaim any liability for any losses, liabilities or damages arising from or in connection with any action or omission in connection with executing the Auto-Invest, the making of the Subscription Offer and the investment in the Investment Note Campaign.

You shall be entitled at any time to cancel or opt-out from the Auto-Invest mode on the Platform, provided always that the Subscription Offer have not been made through the Auto-Invest function on your behalf.

- 7.8 By making the Subscription Offer whether in accordance with Clause 7.6 or Clause 7.7 above:
- (a) you agree that the Subscription Offer will be subject to the applicable interest or profit rate, Note Tenure and such other terms set out in the Investment Note Campaign, and that the Subscription Offers are accepted and processed by the Company on a first come first served basis;

- (b) you agree that the Subscription Order made shall be final and cannot be withdrawn by you;
- (c) you authorise us and/or the Trustee to set aside and block a sum equivalent to the Principal Amount based on your Subscription Offer and any fees, charges and such other monies payable under this Agreement and the Other Agreements from the Available Fund for Use in the Trust Account from further use, pending the completion of the Investment Note Campaign (i.e. the Investment Note being deemed as successfully or unsuccessfully funded), and to subsequently, transfer the Principal Amount (subject to the deduction of any fees or charges due to us under this Agreement, the Other Agreement and/or the Investment Note) on your behalf from the Trust Account to the relevant Issuer after the Investment Note has been successfully funded in accordance with Clause 8.4 or refund such sum to your user account in accordance with Clause 8.5 without any notice to you (as the case may be); and
- (d) you agree and acknowledge that no interest shall accrue to the Investors on any amounts held, set aside or blocked in the Trust Account, and any refund to the Investors shall be free of interest.

7.9 Subject to Clauses 7.10 and 7.11, an Investment Note Campaign is considered as provisionally accepted and matched if on or before the expiry date of the Campaign Period, the Minimum Principal Amount Target is met.

7.10 Notwithstanding anything in this Clause 7, you agree that we have the ultimate right to cancel any Investment Note Campaign at any time prior to the issuance of the Investment Note for whatever reason we deem appropriate, and we will not in any way whatsoever be held responsible or liable for any loss or damages whatsoever (including but not limited to any consequential or special loss or damages) incurred by you or that might be deemed to accrue to you as a result of such cancellation.

7.11 You will not be allowed to, without our prior written consent, cancel the Subscription Offer after you have made a Subscription Offer.

7.12 Every RM100 funding by the Investor is equivalent to 1 Lot of the Principal Amount, and any funding limit or encouraged funding limit for each Investor (based on the category of Investors such as retail, angel and sophisticated investors) is subject to the terms set out in the Investor Agreement or such limit as may be revised by us from time to time by notice.

For illustration purpose:

The Investment Note Campaign by Issuer A is for RM5,000,000. The minimum funding limit for a retail investor is RM100, while the encouraged maximum funding limit is RM50,000. The minimum investment limit allowed for an angel or sophisticated investor is RM100 and there is no maximum investment limit. On the expiry date of the Campaign Period, only 80% of the targeted aggregate Funding Amount was achieved. As such, the total Principal Amount under the Investment Note is RM4,000,000 only which is equivalent to 40,000 Lots.

- *Investor X, a retail investor, who subscribes for RM100 will hold 1 Lot;*
- *Investor Y, an angel investor, who subscribes for RM2,000,000 will hold 20,000 Lots;*
and
- *Investor Z, a sophisticated investor, who subscribes for RM1,999,900 will hold 19,999 Lots.*

7A. ISLAMIC INVESTMENT NOTE CAMPAIGN (IF APPLICABLE)

7A.1 In the case of Islamic Investment Notes, the funding will be in accordance with the Shariah contract of “*Murabahah*” via “*Tawarruq*” arrangement and our financing procedures (as may be determined and/or revised by us from time to time). The *Murabahah* sale is a cost-plus profit sale involving a sale of the Commodity at the purchase price and an agreed profit. There will

be a “*Wakalah*” (agency) arrangement by all the Investors, whereby all the Investors hereby agree to the terms and conditions hereunder and to appoint the Company as the Investors’ agent to execute and conclude all necessary Commodity *Murabahah* transactions pursuant to the “*Tawarruq*” arrangement on the Issue Date.

7A.2 For purposes of discharging our duties and obligations as your agent hereunder, you hereby irrevocably agree and authorise us to do any of the following:

- (a) execute any document, agreement and/or instrument for and on your behalf;
- (b) negotiate with any Commodity trader (including without limitation any supplier or trading platform for Commodity) for and on your behalf in relation to your purchase and sale of the Commodity; and/or
- (c) delegate any of our rights, duties or obligations as your agent herein to any third party as we deem fit.

7A.3 In subscribing or purchasing the Islamic Investment Note, you hereby consent and authorize us (on your behalf) to grant *Ibra’* to the Issuer, in our absolute discretion, of any amount due under the P2P financing. The following will apply in respect of any *Ibra’* granted:

- (a) we may decide to grant *Ibra’* such as in any of the following situations:
 - (i) any early settlement or early redemption by the Issuer including prepayment;
 - (ii) any settlement of the P2P financing due to any financing restructuring exercise by the Issuer;
 - (iii) any settlement by the Issuer upon occurrence of the Event of Default;
 - (iv) any settlement by the Issuer in the event of termination or cancellation of the P2P financing before the expiry of the Note Tenure; and
 - (v) the difference between the profit calculated based on the Ceiling Profit Rate (“**CPR**”) and the amount of profit calculated based on the Effective Profit Rate (“**EPR**”), when the profit based on the EPR is lower than the profit based on the CPR.
- (b) *Ibra’* will be granted in accordance with the settlement amount calculation as below:
 - (i) Settlement amount = outstanding sale price (including all payments due) + late payment charges (if any) + other outstanding charges (if any) – *Ibra’*
 - (ii) *Ibra’* = Deferred Profit – early settlement charges (if any)

“**Deferred Profit**” means unaccrued profit at the point of settlement of the P2P financing.
- (c) For avoidance of doubt, you hereby acknowledged and agreed that the *Ibra’* referred to herein shall not be construed in any manner whatsoever as cash rebate payable to the Issuer, but shall be reflected as a reduction in the profit element of the sale price.
- (d) The *Ibra’* shall only be deemed granted upon receipt of the settlement/redemption sum as determined by us. The calculation of *Ibra’* shall be made in accordance with any rules, regulations and/or directives (whether or not having the force of law) required of or imposed upon us from time to time and at any time by the Securities Commission Malaysia or any other authority having jurisdiction over the Company.

- 7A.4 You hereby agree that we will only act as your agent and will not assume, or be deemed to have assumed, any other obligations, or to have any special relationship with you.
- 7A.5 You further irrevocably agree and undertake that:
- (a) you shall be fully responsible and held liable for any Commodity trading transaction entered into by us as your agent in accordance with the terms and conditions hereunder, save and except where it is proven that the losses suffered by you were directly caused by our negligence, willful default or fraud; and
 - (b) you shall indemnify and keep us indemnified, at all times, from and against any and all claims, losses, damages, expenses (including all legal costs on a full indemnity basis) or liabilities whatsoever suffered or to be suffered by us arising out of or in connection with the *Tawarruq* arrangement, and/or any act or anything whatsoever done by us as your agent or as may be required under or in compliance with any provision under this Clause 7A, save and except where it is proven that such claims, losses, damages, expenses or liabilities were directly caused by our negligence, willful default or fraud.
- 7A.6 Notwithstanding anything in this Agreement, we reserve the right to terminate our appointment as your agent if any of the Termination Events occurs whereby Clause 16 shall apply.

8. ARRANGEMENT FOR THE ISSUE OF THE INVESTMENT NOTE

- 8.1 Upon an Investment Note Campaign being provisionally accepted and successfully matched, you agree that a single Investment Note shall be issued by the Issuer in favour of all Investors who have made the Subscription Offer in response to the Investment Note Campaign. You agree to authorise us to execute or cause to be executed, and retain the Investment Note and the Security Documents (if applicable) for and on your behalf, and we shall have the discretion, but are not required, to provide you with copies of the Investment Note and/or Security Documents when requested.
- 8.2 You agree to be bound by the terms and conditions of the Investment Note. You undertake and warrant that you shall not amend the terms of the Investment Note in any manner and you agree that we have the sole discretion and right to revise and amend any of the terms of the Investment Note from time to time by notice to you and the Issuer, and you agree to be bound by such amended terms.
- 8.3 To safeguard your interest as an Investor, notwithstanding that the Investment Note Campaign has been successfully matched, the Investment Note will only be issued to you and we will only disburse the Principal Amount (after deducting any fees and charges due from the Issuer to us) to the Note Issuer within 3 Business Days ("**Issue Date**") after the Investment Note has been successful funded in accordance with Clause 8.4 below.
- 8.4 The Investment Note is and is deemed to be successfully funded only when the following conditions (which may be varied by us at any time and from time to time) have been satisfied:
- (a) at least the Minimum Principal Amount Target has been achieved on or before the expiry of the Campaign Period;
 - (b) the Investment Note is duly completed, executed and endorsed;
 - (c) the Security Documents are duly executed (if applicable);
 - (d) there is no Material Adverse Change; and
 - (e) all such conditions precedent set out in the Letter of Offer, Investment Note and/or the Security Documents have been duly fulfilled (if applicable).

- 8.5 The Investment Note is and is deemed unsuccessfully funded when the Campaign Period expires without achieving the Minimum Principal Amount Target, or where we withdraw or cancel the Investment Note Campaign for whatever reason at our sole discretion (whether at the request of the Issuer to call off the Investment Note Campaign or otherwise), and the Principal Amount will be refunded to the respective Investors' user accounts.
- 8.6 You irrevocably and unconditionally, agree and undertake that we have the right and are duly authorised by you to do any of the following on your behalf:
- (a) instruct the Issuer proposing to make any payment due to you under the Investment Note to make such payment to such Trust Account as may be determined by us;
 - (b) deduct, set-off, or repay from any monies held by us on your behalf, whether under trust or escrow, without notice to you, any payments due and owing by you to any Issuer and/or us;
 - (c) determine and calculate the available funding limit (which limit is as set out in the table in Clause 3.3 above) to subscribe in the Investment Note Campaign in the manner determine by us in our sole and absolute discretion;
 - (d) terminate the Investment Note in accordance with the terms of the Investment Note;
 - (e) call for the relevant Investors' to vote in Reserved Matters relating to or in connection with the Investment Note held by such Investors, in accordance with Clause 14;
 - (f) appoint a third party debt collector based on the Investors' Resolution or at our sole and absolute discretion, to collect from the Issuer the whole of the outstanding Principal Amount together with any interest or profit and late payment interest or late payment charge accrued, and any other amounts, fees or charges payable under the Investment Note subject to all the costs and expenses thereto being solely borne by the Investors (including you) and/or the Issuer of the Investment Note, and to payment of such other fees and charges as may be required and notified by us. You agree that there is no assurance that any such efforts will be successful in recovering any amount due to you under the Investment Note, and you shall not hold us liable or responsible in any whatsoever for any cost, loss, damage, claim or liability incurred or suffered by you in relation to the Investment Note subscribed;
 - (g) commence legal proceedings against the Issuer, based on the Investors' Resolution or our sole and absolute discretion, to recover the amounts owed under the Investment Note on your behalf subject to all the costs and expenses thereto being solely borne by the Investors (including you) and/or the Issuer of the Investment Note (after taking into account any withholding sum held in our custody), and to payment of such other fees and charges as may be required and notified by us; and
 - (h) carry out any other actions on your behalf as specified in the Investment Note, the Security Documents, this Agreement and/or the Other Agreements.
- 8.7 In the event that the Investment Note is secured by Security, you hereby irrevocably agree and authorise us or such other third party to act as the Security Agent to hold and deal with the Security for the benefit of the Investors and/or us under the Investment Note, this Agreement and the Other Agreements in accordance with the terms of the Security Documents.

9. REPAYMENTS AND PAYMENTS

- 9.1 Upon receipt of any repayment or payment of the Investment Note by the Issuer (subject to clearance of such funds), we will transfer or cause to be transferred your portion of the repayments or payments (calculated based on the Lots of the Principal Amount held by you proportionate to the aggregate Principal Amounts under the Investment Note) together with any attributable interest, profit, late payment interest and/or late payment charge received from the

Issuer, to the Trust Account after deducting all the relevant fees and charges imposed on or payable by you in accordance with Clause 13 below and the Investment Note no later than 12pm on the relevant repayment or payment due date as set out in the repayment schedule to the Investment Note. No interest shall accrue to you for the duration that the repayment or payment sum is reflected in your user account with the Platform and forms part of the Available Fund for Use in the Trust Account. If you intend to arrange for the withdrawal of the funds which you are entitled from the Available Fund for Use pursuant to the terms of this Agreement, you may initiate such withdrawal in accordance with Clause 10 below. For the avoidance of doubt, the interest or profit (as the case may be) of the Investment Note shall be:

- (a) accrued on a daily basis, from and inclusive of the Issue Date up to but exclusive of:
 - (i) the Maturity Date;
 - (ii) the date of prepayment by the Issuer of the Investment Note (if applicable); or
 - (iii) the date of full settlement of the Investment Note in the event of an Event of Default,whichever is earlier;
- (b) calculated based on the actual number of days in a year (365 days, or 366 days in the event of a leap year) and may based on a fixed or floating rate (as the case may be);
- (c) computed based on the actual holding by each Investor of the Investment Note as at the close of the Business Day prior to the due date under the Investment Note. Due to the rounding to the nearest cents, the computation may differ from the computation by aggregate amount and may result the total interest or profit payable by the Issuer differing by a few cents; and
- (d) paid based on the payment intervals set out in the repayment schedule to the Investment Note.

9.2 You acknowledge and agree that prepayment of the whole of the outstanding sums owing under the Investment Note by the Issuer is permissible subject to the terms and conditions under the Investment Note and this Agreement.

9.3 Upon receipt by us from the Issuer and/or the Security Parties, the full repayment or payment of the Principal Amount together with any interest and/or profit (as the case may be), late payment interest and/or late payment charges accrued (as the case may be), and any other amounts, fees or charges payable under the Investment Note, the Issuer Agreement, the Security Documents and/or this Agreement, the Investment Note shall be cancelled.

10. WITHDRAWAL

10.1 You may withdraw the Available Fund for Use in the Trust Account to your bank account, using the withdrawal feature available on the Platform, subject to such fees, charges and expenses payable by you in accordance with Clause 13 below, the minimum withdrawal amount and such other terms and conditions as may be imposed by us from time to time, at our sole and absolute discretion.

11. DEFAULT MANAGEMENT

11.1 If the Issuer misses, fails to pay or repay outstanding Principal Amount (or any part thereof), any interest, profit and/or other payment payable in accordance with the terms of the Investment Note, the Security Documents and/or the Issuer Agreement and/or such other relevant documents when such sum is due and payable to you and/or us by the due date of any such payment or under the Investment Note, any Security Documents, the Issuer Agreement and/or

such other relevant documents (“**Defaults in Payment**”), you agree that, subject to Clause 11.6 below, the Issuer may be given a grace period of 7 days to pay or repay the outstanding sum.

11.2 Notwithstanding and in addition to Clause 11.1 above, without prejudice to any of your rights and/or our rights, if:

- (a) the Issuer Defaults in Payment;
- (b) other than in respect of the obligation in Clause 11.2(a) above, the Issuer breaches or is reasonably suspected by us to have breached any of the terms of, or covenants, warranties or undertakings under the Investment Note, any Security Documents the Issuer Agreement, and/or any other agreements, which in our opinion, is incapable of remedy, or if capable of being remedied, was not remedied by the Issuer after we have served the Issuer a notice of at least 60 days (or such other period as may be determined by us) requiring the Issuer to remedy such breach;

we may in our absolute discretion, do any of the following:

- (i) immediately declare an event of default has occurred (“**Event of Default**”) and thereby declare that the whole of the outstanding Principal Amount, including any interest and/or profit (as the case may be), and any other amounts, fees or charges payable under the Investment Note, the Security Documents and/or this Agreement shall immediately become due and payable in a single lump sum (“**Amount Due**”), and thereafter, if deemed by us to be viable, call upon the Investors to vote on the following recovery actions (“**Recovery Actions**”) in accordance with Clause 14 below, at the Issuer and/or Investors cost and expense:
 - (A) to appoint a third party debt collector to collect from the Issuer the whole of the Amount Due and all cost and expenses incurred or to be incurred in connection to the Recovery Actions;
 - (B) to appoint legal adviser and/or solicitors to initiate legal proceedings against the Issuer to recover the Amount Due and all cost and expenses incurred or to be incurred in connection to the Recovery Actions;
 - (C) to appoint a bailiff or third party to enforce the Securities and exercise the rights to seek repayment or payment of the Amount Due and all cost and expenses incurred or to be incurred in connection to the Recovery Actions; and/or
 - (D) to take such other actions as may from time to time be deemed fit by us in our sole discretion or be authorised by the Investors pursuant to the Investors’ Resolution;
- (ii) require the Issuer to provide its proposal to restructure the Amount Due (“**Restructuring Proposal**”) within 30 days from the date of our request. Upon our receipt and evaluation of the Restructuring Proposal from the Issuer, if we are of the opinion that the Restructuring Proposal is viable, we may call upon the Investors to vote on the following (“**Restructuring and Recovery Actions**”) in accordance with Clause 14 below, at the Issuer and/or Investors’ cost and expense:
 - (A) to approve the Restructuring Proposal;
 - (B) to reject the Restructuring Proposal and immediately declare an Event of Default has occurred and thereby declare the Amount Due and vote for Recovery Actions;
 - (C) to revise the terms of the Restructuring Proposal subject to compliance with Clause 14 below; and/or

- (D) to take such other actions as may from time to time be deemed fit by us in our sole discretion or be authorised by the Investors pursuant to the Investors' Resolution;
- (iii) if the Issuer fails to provide any Restructuring Proposal within 30 days from the date of our request or if we are of the opinion that the Restructuring Proposal is not viable, and the non-payment or non-repayment is not remedied within 30 days thereafter (or such other period as may be determined by us), we may call upon the Investors to vote on the Recovery Actions in accordance with Clause 14 below, at the Issuer and/or the Investors cost and expense;
- (iv) take such other actions as we may deem fit in our sole discretion, at the Issuer and/or the Investors cost and expense.

PROVIDED ALWAYS that we shall be entitled:

- (1) not to, proceed or take any action (including any Recovery Action or Restructuring and Recovery Actions authorised by the Investors pursuant to the Investors' Resolution); or
- (2) to cease and halt any action or further actions,

unless we have received all costs and expenses (including any estimated costs and expenses) as may be requested by us from time to time.

- 11.3 In the event that the Restructuring Proposal is approved by the Investors' Resolution, and the Shariah adviser in the case of an Islamic Investment Note, we shall be entitled to do all such things as may be required to effect the Restructuring Proposal including without limitation requiring additional and/or restated Security Documents to be executed by the Issuer (and any third party Security Party as the case may be), amending the Investment Note or any term therein. Any cost and expense incurred or to be incurred arising from or in connection the Restructuring Proposal shall be solely borne by the Issuer.
- 11.4 Without limiting the generality of the proviso in Clause 11.2 above, in the event that the Recovery Action is approved by the Investors' Resolution, you shall forthwith on demand, pay all such fees, charges and expenses (including the legal fees) for or in connection with the Recovery Action ("**Recovery Fees**"). Such Recovery Fees charged will be prorated proportionate to the number of Lots of the Investment Note held by you. You agree and authorise us to, without reference to you, deduct the amount equivalent to such Recovery Fees from your Available Fund for Use in the Trust Account and to apply such funds for the Recovery Action. In the event there is insufficient Available Fund for Use in the Trust Account, you irrevocably undertake and agree to forthwith remit the balance of such funds to the Trust Account to enable the Recovery Action to be carried out without delay.
- 11.5 You agree and acknowledge that any Restructuring Proposal and/or Recovery Action shall not and shall not be deemed to be our endorsement, recommendation or validation thereof, and that we shall not, in any way whatsoever, be responsible or liable to you if the Restructuring Proposal and/or Recovery Action failed, are aborted or failed to achieve any of its objectives. You are strongly encouraged to seek professional advice and independent advice in regard to any Restructuring Proposal and/or Recovery Action.
- 11.6 Upon declaration of an Event of Default, we shall be entitled to:
 - (a) treat the Issuer's user account as delinquent;
 - (b) report such default in payment to our Service Provider and such other third party credit bureaus;
 - (c) declare such Default has occurred and adjust the information and/or indicators published to the Investors on the Platform accordingly;

- (d) carry out such other actions as we may deem fit or based on the Investors' Resolution.
- 11.7 Notwithstanding Clause 11.1 above,
- (a) the interest or profit shall continue to accrue on the Principal Amount of the Investment Note during and after the grace period; and
 - (b) the late payment interest or late payment charges and, if applicable, the late payment penalty fee will be levied on the outstanding sum at the prescribed rate (or such other rate as may be prescribed by us from time to time), which shall be payable by the Issuer on the expiry of the grace period or sooner if no grace period is allowed, calculated and accrued on a daily basis from the due date of such payment until the full outstanding sum is made.
- 11.8 You further agree that we shall be entitled to apply the amount recovered in the Recovery Action, in the following manner:
- (a) Firstly, in and towards any unpaid fees and charges (including but not limited to the fees specified in Clause 13, this Clause 11 and any other payment of fees as may be required by us under the Investment Note or this Agreement) due from the Issuer to us, and you to us or incurred in enforcing the terms in the Investment Note and realizing any Securities created under the Security Documents;
 - (b) Secondly, in and towards the payments of all interest, profit, late payment interest and/or late payment charges accrued due and owing to you and such other Investors, and, if applicable, the late payment penalty fee due and owing to us pursuant to the Investment Note;
 - (c) Lastly, in and toward the repayment or payment of all of the Principal Amount or the balance thereof, due and owing to you and such other Investors pursuant to the Investment Note.
- 11.9 Save and except with our prior written consent, you agree not to contact or attempt to contact any Issuer (including any of its owners, shareholders, directors, officers or employees) directly or indirectly in respect of the Investment Note, for the repayment or payment of the Principal Amount (including any interest and late payment interest accrued, and any other amounts, fees or charges payable under the Investment Note) or for any other purposes. You authorise us to contact the Issuer on your behalf if there is a need to do so which shall be determined by us. If you are contacted by any Issuer (including any of its owners, shareholders, directors, officers or employees) at any time, you shall not respond to them and shall immediately inform us of such contact or attempted contact.
- 11.10 Notwithstanding any of the abovementioned Clauses, you agree that we are, subject to the Investors' Resolution pursuant to Clause 14, authorised and appointed by you, to agree with the Issuer's request to restructure the remaining amounts payable under the Investment Note and amend the Investment Note. Any cost and expense incurred or to be incurred arising from or in connection any such restructuring shall be solely borne by you.
- 11.11 In the event that we decide not to proceed with any Restructuring Proposal and/or and Recovery Actions or take any action in accordance with Clause 11.2 above (including calling upon you to vote on any Recovery Action), we may reassign the authority, power or right to carry out any Recovery Action to you to enforce your rights directly against the Issuer for the Lots under the Investment Note held by you. Subject to the foregoing, we will, upon your request, disclose to you the relevant details of the Issuer based on our records. We shall not in any way whatsoever be liable or responsible for the accuracy of any such details disclosed to you.
- 11.12 You hereby acknowledge and agree that:

- (a) the Issuer is directly and solely liable and responsible to repay or pay the repayments or payments of any amount due to you under the Investment Note and our role is merely administrative in nature in facilitating in the collection and transfer of the repayment or payment, and recovery of any amounts owed to you by the Issuer under or in connection with the Investment Note;
- (b) you shall grant us the legal power, authority and rights to carry out any of the Restructuring Proposal and/or the Recovery Action;
- (c) notwithstanding Clause 11.12(b) above, any decision by us to enforce any of your rights under the Investment Note and the Security Documents and to carry out any of the Restructuring Proposal and/or Recovery Action as set out in Clause 11.2 above shall be deemed to be taken by you together with the other Note holders against the Issuer of the Investment Note and/or the Security Parties, and will be binding on you and the other Note holders;
- (d) we assume no other obligations, liabilities and responsibilities other than those expressly set out in this Clause 11.

12. SECONDARY MARKET

- 12.1 We may offer secondary trading and, subject to applicable laws and our approval, Transfer of Note in the Secondary Market via such approach, in such manner and on such terms and conditions as set out in the Trading Rules and such other documents as may be determined and revised by us at any time and from time to time.
- 12.2 Your eligibility to participate in the Secondary Market as an Investor (Seller), Investor (Buyer), Transferor and Transferee is subject to you meeting the eligibility requirements set out in the Trading Rules and this Agreement.
- 12.3 We shall not in any way whatsoever be liable to you for any losses, damages or claims arising from or in connection with any trade or transfer on the Secondary Market, any trade limits and price limits, any Requisition made or cancellation or rejection of any Requisition (including any Orders, Off Market Transaction Requests or requests for Transfer of Note), failure to execute or match any Order, failure to execute approve or complete any Off Market Transaction or any Transfer of Note, failure to execute your instructions, any unsuccessful matching of any Order or unsuccessful completion of any trade or Transfer of Note, and/or any non-compliance by you or any other Investor with the Trading Rules and this Agreement.
- 12.4 Upon participating in the Secondary Market, or placing any Requisition in the Secondary Market, you undertake and agree to comply with all rules in the Trading Rules and all such other terms and conditions as may be specified by us, which Trading Rules and terms and conditions may be amended by us at any time and from time to time.
- 12.5 It is your sole responsibility to ensure that all Requisitions and instructions communicated on the Secondary Market are accurate, correct and clearly transmitted. You hereby irrevocably and unconditionally authorise us to act on and/or accept the instructions, communications and/or order given by you and automatically execute such Requisitions without further reference to you. You must review and inspect any trade confirmations issued by us and notify us immediately of any errors or discrepancies.
- 12.6 Save as stated above or otherwise as notified by us to the Issuer, all terms in the Investment Note including the repayment or payment schedule therein shall remain unchanged.
- 12.7 We may exercise all powers and take any actions as we may deem fit in order to give effect to the Trading Rules and to ensure the smooth and proper operation of the Secondary Market (including without limitation exercising all such powers as set out in the Trading Rules and under this Agreement including suspending or terminating any Investor account, suspending or removing any Investment Note from being traded on the Secondary Market, cancelling any

Requisition, reversing any trade or transfer, or suspending any or all activities on the Secondary Market). Any decision made by us in exercise of our powers shall be final and binding.

13. FEES AND CHARGES

- 13.1 The fees and charges imposed on and payable by you for registration or use of the Platform, our Services herein and/or in connection to any Subscription Offer, Requisition, Investment Note and this Agreement are set out in **Schedule 2** hereto.
- 13.2 You hereby agree that we may deduct any fees and charges from any amount received from the Issuer or from the Recovery Action including stamp duties and filing or registration fees payable to any relevant authority or third party, including in connection with the Requisitions or any transactions or settlements on the Secondary Market, before any repayment or payment of the Principal Amount or any part thereof including any interest, profit, late payment interests or late payment charges is disbursed to you pursuant to Clause 9. If for whatsoever reason such deductions cannot be made, such sums with interest thereon at the rate determined by us (if applicable) shall be paid to us on demand.
- 13.3 You agree that the fees and charges are subject to revision from time to time as we may notify you and you agree to pay us such revised fees and charges. All payment shall, unless otherwise determined by us, shall be in RM.
- 13.4 The fees, charges and all monies to be paid by you under this Agreement, the Investment Note and/or the Other Agreements, is exclusive of any tax, levy, duty or fees imposed by the relevant tax authority (including but not limited to the service tax and any interests, fines or penalties in respect thereof), and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

14. RESERVED MATTERS

- 14.1 In the event we deem Investors' voting is required to resolve the Reserved Matters as set out in Schedule 3 after evaluation of the Reserved Matters and call upon such Investors' voting, as a Note holder of the Investment Note which you have subscribed or hold, you agree to cast your vote or cause to be voted, in Reserved Matters relating to or in connection with such Investment Note within the 7 days or such period as may be determined by us stated in the notice ("**Voting Period**") in accordance with this Clause 14, provided always that the Investment Note has been successfully funded. We shall not be responsible for any claims, losses or damages incurred by you if you fail to vote within the Voting Period, and you acknowledge that we shall not act on your vote received after the Voting Period.
- 14.2 You further agree that we shall be entitled to call upon Investors' voting following our evaluation of the request made by the Issuer to undertake any of the Reserved Matters, either through push notifications on the Platform, emails, physical attendance by the Investors held at such place as we shall determine or approve and/or such other manner as may be determined by us from time to time.

Unless otherwise required, the Investors' voting shall be by way of poll and the resolution proposed shall be decided by a percentage of all Lots held in the Investment Note by the respective Investors. The result of a poll shall be deemed to be the resolution passed by the Investors of the respective Investment Note.

- 14.3 We will give you and the other Note holders (based on the Register kept and maintained by us) not more than 14 days' (or such other period as may be specified by us) prior written notice by way of email or push notification (including amongst others, the terms of the proposed resolution) in the event we propose to call upon Investors' voting in accordance with Clause 14.1.
- 14.4 A resolution is deemed to be passed by a majority of Investors who hold in aggregate of at least two-thirds (2/3) of the Lots of the Investment Notes, or such higher number of votes on the poll

at the expiry date of the Voting Period, whichever earlier. Once the resolution is passed, we will inform you of the voting result and implement the changes based on the result.

- 14.5 On a poll, votes may be given either personally or by proxy. The instrument appointing a proxy shall be in the usual common form or such other form as we may determine or approve and shall be in writing under the hand of the appointer or of its attorney duly authorised in writing or, if the appointer is a corporation, either under the common seal or under the hand of an officer or attorney duly authorised and such instrument shall be deemed to confer authority to demand or join in demanding a poll.
- 14.6 The passing of any resolution under this Clause 14 (“**Investors’ Resolution**”) and declaration by us that a resolution has been carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of such fact. You hereby irrevocably acknowledge and agree as follows:
- (a) that we shall be entitled to rely on and act upon any resolution passed pursuant to this Clause 14;
 - (b) that we shall be entitled to make any declaration and act upon any declaration so made by us pursuant to this Clause 14;
 - (c) to be bound by any such declaration made by us; and
 - (d) to indemnify us and keep us indemnified, at all times, against any and all claims, losses, damages, expenses (including all legal costs on a full indemnity basis) or liabilities whatsoever suffered or to be suffered by us arising out of or in connection with any act or anything whatsoever done by us as may be required under or in compliance with any provision under this Clause 14.

15. **NO WARRANTY**

- 15.1 You agree that the decision to make any Subscription Offer in respect of any Investment Note Campaign, any Requisition on the Secondary Market is based solely on your own assessment of the information and documents published on the Platform or otherwise, and any Subscription Offer and/or Requisition made is at your own risk. We do not provide any representation, warranty or promise whatsoever that the Issuers will repay the Principal Amount in full together with interest, profit, late payment interest or late payment charge, if any, or any part thereof in respect of the Investment Note subscribed, and you agree that the risk of any losses incurred by you as a result of making such Subscription Offer in respect of any Investment Note Campaign on our Platform, and/or making any Requisition on the Secondary Market is yours and yours alone.

16. **RESTRICTION, SUSPENSION AND TERMINATION**

- 16.1 Notwithstanding anything in this Agreement, we reserve the right to restrict access to, temporarily or permanently suspend your account with us, direct the payment of any reasonable costs or compensation and/or terminate the Services, this Agreement and the Other Agreements at any time with immediate effect, without incurring liability of any kind to you, if any of the following Termination Events occur:
- (a) if you are a non-individual, you are not properly registered with the Registrar of Businesses or the Companies Commission of Malaysia;
 - (b) you breach or reasonably suspected by us to have breached any of the terms of, or covenants, warranties or undertakings under, this Agreement, the Other Agreements and/or the Investment Note;

- (c) any of the representation, warranty or information made or given or submitted by you to us under this Agreement, the Other Agreements or in connection the use of our Services is incomplete, untrue, incorrect or misleading in any material respect;
 - (d) the results of internal verification and checking process conducted by us at any time and from time to time, are unsatisfactory or fail to meet the minimum criteria set by us; or
 - (e) it is or will become unlawful for you to perform or comply with any one or more of your obligations under this Agreement, the Other Agreements or the Investment Note.
- 16.2 Provided that there are no outstanding fees, charges or payments whatsoever due to us and/or any Issuer and there is no Investment Note currently in force or outstanding between you and any Issuer, you may terminate this Agreement by sending us an email of your intention to terminate your account with the Platform.
- 16.3 Upon termination of this Agreement in accordance with the terms of this Agreement, we will credit into the bank account provided by you any funds left in the Trust Account which belongs to you SUBJECT to the deduction of any outstanding fees, charges or payments whatsoever due and payable to us. For the avoidance of doubt, your obligations, undertakings and representations under this Agreement, and/or the Other Agreements, including your obligation to pay all fees, costs, charges and expenses due and payable thereunder shall survive the termination or suspension or deactivation of the Services until the said obligations are fully performed and settled, as confirmed by us in writing.

17. REPRESENTATIONS AND WARRANTIES

- 17.1 You hereby represent and warrant as follows (where applicable):
- (a) you have the power, all necessary corporate authority and capacity to enter into, exercise your rights, perform and comply with your obligations under this Agreement, the Other Agreements and/or the Investment Note;
 - (b) all actions, conditions and things required to be taken, fulfilled and done (including but not limited to the obtaining of any necessary consents, clearances, authorisations, resolutions and approvals from the relevant government department or regulatory body in Malaysia or elsewhere or such other parties or as required under your constitution), in order (i) to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under this Agreement, the Other Agreements and/or the Investment Note; and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
 - (c) the execution and delivery of, and the performance by you of your obligations under, this Agreement, the Other Agreements and/or the Investment Note do not result in a breach of any law, rule, regulation, ordinance, order, judgement or decree of or undertaking to any court, government body, statutory authority or regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities commission) to which you are a party or by which you or your assets are bound;
 - (d) no litigation, arbitration or administrative proceedings are taking place, pending or, is threatened against you or any of your directors or partners, which, if adversely determined, might reasonably be expected to have a material adverse effect on your ability to perform your obligations under this Agreement, the Other Agreements and/or the Investment Note;
 - (e) all information, representation or statement made or deemed to be made by you in connection with this Agreement, the Other Agreements and/or the Investment Note including but not limited to any information or any other document or medium, delivered

by or on behalf of you under or in connection with this Agreement, the Other Agreements, the Offer, the Investment Note or the use of our services is correct, accurate and truthful in all material respect when made or deemed to be made;

- (f) in the event that you are a non-individual, you are a company that is duly and validly incorporated, or a limited liability partnership duly and validly incorporated, or a partnership duly and validly formed, or a sole proprietorship or business entity duly registered or formed, as the case may be, under the relevant laws of Malaysia and has the power and authority to own assets and carry on business as it is being conducted;
- (g) you are not bankrupt, insolvent or wound up and there are no bankruptcy, winding-up proceedings whether current, pending or threatened against you or your associated companies, or any arrangement or composition entered into by you with any of your respective creditors;
- (h) you are not a person or an entity that is prohibited by the SC from investing in Investment Notes from a P2P platform;
- (i) no Termination Event or circumstances has occurred or arisen and no information has been given or withheld that results in the information, opinions or intentions provided by you being untrue or misleading in any material respect; and
- (j) if you are a Resident Investor, you have duly complied with, and if required, obtained all the relevant approvals and consents under, the laws of Malaysia and the relevant laws of your home country or country of residence or the country from which you may access the Platform to make the Subscription Offer and/or to invest in the Investment Note.

17.2 Each of the representations, warranties and undertakings contained in this Clause shall survive and continue to have full force and effect after the execution of this Agreement and you warrant that each of the representations, warranties and undertakings in this Clause is correct, true and accurate at all times until the expiry or termination of this Agreement and/or for so long as the Investment Notes remain outstanding, as if repeated then by reference to the then existing circumstances.

17.3 Each of the aforesaid representations, warranties and agreements is separate and distinct from one another and shall not be affected or limited by reference to or the existence of the other representations, warranties and agreements or any other provisions in this Agreement.

17.4 You further acknowledge that we have agreed to enter into this Agreement in full reliance of the representations and warranties by you made herein.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 You acknowledge that the names, images and logos ("**Marks**") identifying us, our affiliates or third parties (including our Service Providers) and its products and services are subject to copyright, design rights and trade marks of the Company, our affiliates and/or third parties, and all rights to the Marks are expressly reserved by us or the relevant third parties. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right to use any trademark, patent, design right or copyright of the Company, our affiliates or any other third parties, without the prior written consent of the Company, our affiliates or such third parties. The name of the Company or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of the Company.

18.2 We, our affiliates and licensors own and retain all right, title and interest in and to:

- (a) the Platform;

- (b) all hardware, software, and other items used to provide the Services; and
- (c) all source codes, materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Platform, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

You shall not and shall not in any way permit or cause any person to or attempt to:

- (i) copy, modify, reproduce, publish, transmit, distribute, perform, display or sell any of the Company's proprietary information;
 - (ii) tamper, restrict or interfere in any way whatsoever with any part, function or operation of the Platform;
 - (iii) decompile, reverse engineer or otherwise discover the source code of any content available on the Platform, except under the specific circumstances expressly permitted by law or the Company in writing;
 - (iv) use the information contained on the Platform for any illegal purposes.
- 18.3 By submitting, posting or displaying content on or through the Platform, you grant to us a worldwide, non-exclusive, royalty-free license to reproduce, adapt and publish such content on the Platform for the purpose of displaying, distributing and promoting the Platform or any other of our Services. You further grant to the Company an irrevocable non-exclusive license to use such content submitted, posted or displayed, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of Services. The Company reserves the right to retain an archival record of all such content including those deleted or removed by the Company.
- 18.4 If you download any software, applications or script from the Platform, the software applications or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed to you by the Company on a non-exclusive, non-transferable, and non-sublicensable basis for the sole purpose only of utilizing the Services in accordance with this Agreement and the Other Agreements. For the avoidance of doubt, we do not transfer title ownership or any other rights to the Software to you. You shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at your own risk.

19. PERSONAL DATA NOTICE AND COMMUNICATION OF ACTIVITY

- 19.1 You confirm that you have read, understood and agreed to the terms of our Personal Data Notice (which is available at bursamalaysia.com/personal_data_notice) and that we are allowed to disclose your personal data to the other users of our Platform (including but not limited to our Service Providers) and other parties as may be set out in our Personal Data Notice. You also agree that we may disclose your personal data to any government agency and regulatory body when requested.
- 19.2 You agree and allow us to from time to time, send information about activities on our Platform including but not limited to new Investment Note Campaigns, progress on the existing Investment Note Campaigns and general marketing activities via any means of communication as may be determined by us at our discretion. These correspondences do not constitute advice or recommendation to you. You also allow us to correspond with you regarding your user details, our business, our terms and agreements, or other matters that we believe are relevant to you.

20. RETENTION OF RECORDS

- 20.1 We are required by law to retain records relevant to you and your activities on the Platform for a minimum of 7 years following the termination of your use of the Platform and/or Services or such longer period as may be required by law. You are unable to request for the destruction or deletion of any such records unless as required by law or other regulatory requirement. These records shall be conclusive evidence of the facts and matters they purport to record.

21. CONFLICTS OF INTERESTS

- 21.1 While we try to ensure that our interests do not conflict with yours, including observing the prohibition for our Company to directly invest in the Investment Note Campaigns, designing our fee structure in such a way that our revenues are closely tied to your profiting from the investment and implementing a conflict of interest policy, as we are not your representative nor your agent, our interests may, from time to time, be in conflict with yours. You should note that our officers and our Service Providers may choose to make investments in the Investment Note Campaigns on our Platform or in the businesses directly. While their interests relevant to such investments are likely to be aligned with your interests, they might not be perfectly aligned.

21A. RIGHT OF APPEAL

- 21A.1 You may appeal against the decision of the Company to restrict, suspend or terminate your account by submitting to the Company a written notice of appeal within ten (10) Business Days from the date of notification of the Company's decision.
- 21A.2 The written notice of appeal must set out in writing the grounds of the appeal and must contain a brief statement of all matters relied upon by you. A written notice of appeal that fails to specify the grounds for the appeal and the specific error or impropriety of the original decision will be dismissed.
- 21A.3 The appeal will be considered by an appeals committee which comprises of individuals appointed by the Company from time to time who are free of any conflicts of interest ("**Appeals Committee**").
- 21A.4 The decision of the Appeals Committee shall be final and binding.
- 21A.5 The Company may charge you a fee to defray the reasonable costs and expenses of the Appeals Committee.
- 21A.6 The Company may suspend the implementation of any decision appealed against pending the conclusion of the appeal process if the Company deems fit.

22. CESSATION OF THE PLATFORM

- 22.1 Notwithstanding anything stated in this Agreement, we reserve the right to discontinue the operation of the Platform. We will notify you as soon as possible in the unlikely event that we take the decision to discontinue the operations of the Platform. At that point in time:
- (a) no new users may be registered on the Platform, no new Issue Requests may be submitted by the Issuer, and no new Investment Note Campaigns will be published on the Platform and no Subscription Offer can be made;
 - (b) similarly, no new Requisitions (whether Orders, Off Market Transaction Requests and/or requests for Transfer of Note) may be submitted by any Investor on the Secondary Market, and no new trades, transfers or transactions may be effected on the Secondary Market;

- (c) all Investment Note Campaigns on the Platform pending funding will be cancelled and the funds already transferred into our Trust Account will be returned to the relevant Investors' nominated bank account without any interest and/or profit (as the case may be) and after deducting any applicable fees and charges;
- (d) all successful and active Investment Note Campaigns will continue to be run by us until the full repayment or payment by the Issuer or through the recommendation of legal action for defaulted loans or termination of the Investment Note, whichever occurs earlier; and
- (e) we may report any information relating to your accounts(s) and/or affairs up to the time of cessation of the Platform to the IRBM or any foreign tax authorities in compliance with any tax requirements, including FATCA and CRS, as required by applicable laws.

22.2 The Platform and our Services will only be terminated upon the completion of repayment or payment by the Issuer of the Investment Note and all fees and charges payable by you under this Agreement and the Other Agreements or the issuance of confirmation by us that the Event of Default has occurred and no Restructuring or Recovery Action in respect the Investment Notes held by you will be undertaken.

23. LIMITATION OF LIABILITY

23.1 We, or any of our employees, agents, officers, contractors, and our service providers, shall not, to the extent permitted by law, in any way whatsoever be liable for any direct, indirect, punitive, incidental, special, consequential damages, losses, expenses, liabilities under any causes of action or any damages whatsoever, including, without limitation, damages for loss of use or data, loss of opportunity, loss of goodwill, loss of profits (whether revenue or anticipated profits) or losses to you or other third parties arising out of or in any way connected with:

- (a) the use or performance of the Platform or our services;
- (b) the Issuer or the Security Parties pursuant to any Security Documents' failure to repay any amount owing under the Investment Note to you through the Platform or otherwise;
- (c) any information about the Issuer, the Security Parties, the Securities or documents made available to you through the Platform or otherwise, or in respect of the scoring process, ESG rating or risk rating, including but not limited to the Issuer's creditworthiness or the lack thereof;
- (d) any negligence, willful default or fraud on the part of any third party debt collector in the provision of its services;
- (e) any delay or inability to use the Platform or our Services;
- (f) any provision of or the inability to provide the Services;
- (g) any information, data, software, products, services and related graphics obtained through the Platform or otherwise;
- (h) any reliance on any statement, representation or information on the Platform or otherwise; or
- (i) any use of the Platform or our Services hereunder,

whether based on contract, tort, strict liability or otherwise, except where such loss or damage arises solely from the breach of this Agreement by us, or was solely caused by the willful default and fraud by us.

23.2 Without prejudice to the other provisions herein, you agree to indemnify and hold us, and our employees, agents and, officers, harmless at all times against all actions, proceedings, costs,

claims, expenses (including all legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever and howsoever arising, including but not limited to claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers or devices, unauthorized or illegal access to computers or devices (including but not limited to hacking), property damage or pecuniary losses which we or our officers may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the access to and/or use of the Platform or our Services by you, whether or not such access or use was authorised or whether it was due to any act or omission on its part, the breach of this Agreement, the Investment Note and/or the Other Agreements by you, the violation by you of any rights or another person or entity or the breach by you of any requirement, duty or law.

- 23.3 We shall not in any way whatsoever be responsible for the conduct of the Issuers and shall not be liable to you if any Issuer takes any action (including but not limited to harassment of the Investor or its directors, partners or shareholders) or proceeding against you (or your directors, partners or shareholders).
- 22.4 The Platform is provided on an “as is where is” basis and to the fullest extent permitted by law, we expressly disclaim all express, implied and statutory warranties.
- 22.5 You shall be responsible to use, update and maintain the necessary antivirus software on your computer or device.
- 22.6 We do not in any way warrant that the Services, functions contained in or access to the Platform or other content will be timely, uninterrupted or error-free without omission, that the Platform or its contents are free of infection by viruses or other harmful or corrupting code, or that any download, installation or use of any software or content of the Platform in or with any computer or device will not affect the functionality or performance of the computer or device. The Investor (and not the Company) shall assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in the computer or device and expressly agree not to hold the Company liable for the loss of any of the content in its computer or device.
- 22.7 You shall not access the Platform through any third party sites, links or applications. You shall assume all risks and responsibilities if you download install or use any software or application on your computer or device. The Company shall not in any way be liable to you for any loss or damage whatsoever suffered by you as a result of the foregoing.
- 22.8 The Platform may contain links to other websites which are not maintained by the Company. The Company has no control over such websites. Any links to other websites are provided as a convenience to the Issuer as a user of the Platform, and does amount to the Company’s endorsement thereof or association with the operators of such websites. The Company hereby expressly disclaims all responsibility and liability, direct or direct, for any damage or loss (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at the Investor’s own risk.

24. NOTICES

- 24.1 All notices and communications to us in respect of your account, your activities on the Platform and this Agreement shall be via email to brcsupport@bursamalaysia.com. All notices, demands, requests, and communication from us to you shall be in writing and, may be:
- (a) delivered by hand to your correspondence address registered with us on your profile with the Platform;
 - (b) sent by prepaid registered post with recorded delivery to your address registered with us on your profile with the Platform;

- (c) sent via electronic mail to any email address registered with us on your profile;
 - (d) sent by short message system (SMS) to the mobile phone number registered with us on your profile;
 - (e) sent by push notification on the Platform; or
 - (f) by posting on the Platform (including our Website).
- 24.2 Any notice, demand, request or communication from us to you shall be deemed to be duly served:
- (a) if delivered by hand, at the time of delivery at your address;
 - (b) if sent by prepaid registered post with recorded delivery, 2 Business Days after posting and in proving the same it shall be sufficient to show that the prepaid registered post was made;
 - (c) if sent through electronic mail, at the time the electronic mailing is completed;
 - (d) if sent through SMS, at the time the sending by SMS is completed;
 - (e) if sent through push notification on the Platform, at the time the sending of the in-app messaging is completed; and
 - (f) if posted on the Platform, at the time of posting on the Platform.
- 24.3 You agree to notify us immediately on any changes of your correspondence address, email address, telephone number and your contact information ("**Information**"). If you do not inform us of any change in the Information, you agree at we may rely on any Information registered with us on your profile. Without prejudice to Clause 16, you acknowledge that if any Information and/or Personal Information provided by you to us is found to be inaccurate, untrue, or if you fail to promptly update it, we reserve the right to, at any time at our sole discretion, take the following actions:
- (a) restrict, suspend or terminate your access to the Platform and/or cease to provide any of the Services to you;
 - (b) terminate or partially discontinue your account(s) and/or your relationship with us; and/or
 - (c) implement any actions deemed appropriate by us, as necessary.
- 24.4 All notices and communications given under this Agreement shall be in the English language.

25. **FORCE MAJEURE**

- 25.1 We shall not be in breach of this Agreement, and shall not be liable or have responsibility of any kind for any failure or delay in the performance of any of our duties and obligations arising from or attributable to acts, events, omissions, accidents beyond our control ("**Force Majeure Event**"), including but not limited to any of the following:
- (a) any act of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
 - (b) war, threat or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

- (c) terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) fire, explosion or accidental damage;
- (f) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water;
- (h) epidemics and quarantine restrictions;
- (i) any labour disputes, including but not limited to strikes, lockouts, labour or other industrial disturbances (including sabotage) and civil disturbances;
- (j) any interruption to the Platform or Services outside our control; and/or
- (k) acts of any government or authority.

25.2 In the event that any such delay or non-performance due to the Force Majeure Event continues for a continuous period in excess of 90 days, such the Force Majeure Event shall be deemed to be an event of default and we shall have the right to terminate this Agreement by giving you 14 days' notice in writing prior to such termination without affecting any rights accruing prior to such termination.

26. GENERAL TERMS

26.1 No Partnership

Nothing in this Agreement shall constitute or be construed so as to create a joint-venture or partnership between you and us. Nothing in this Agreement is intended to constitute you and us being an agent of one another and save as expressly provided for under this Agreement, neither party has the power or authority to act on behalf of the other or to bind each other.

26.2 Waiver

Any failure or delay by you or us in exercising any rights under this Agreement shall not be deemed to be a waiver of that right, and any waiver by you or us of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision.

26.3 Severability

Any term, condition, provision stipulation, covenant or undertaking of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject for any reason whatsoever, shall be ineffective to the extent of such voidness, illegality or unenforceability and the rest of this Agreement shall continue in full force and effect, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

26.4 Entire Agreement

This Agreement and the documents referred to in this Agreement collectively embody the entire terms and conditions agreed upon between you and us with respect to the matters set forth therein, and supersedes and replaces all previous agreements and understandings between you and us. In entering into this Agreement, neither of us will rely on, and thereby shall have

no remedies in respect of, any representation, warranty, statements or other provisions except as expressly provided for in this Agreement.

26.5 Cost and Expenses

Save as otherwise determined and notified by us, all fees, cost and expenses relating to the preparation, negotiation and execution of, incidental to, and in the enforcement of, this Agreement and all other relevant documents (including the stamp duty, registration fees, legal and professional fees, taxes or charges imposed by any government body or authority in respect of this Agreement) shall be solely borne and paid by you while the stamp duty, fees, taxes or charges imposed by any government body or authority in respect of the Investment Note shall be solely borne and paid by the Issuer.

26.6 Assignment

Save as provided for in this Agreement, you shall not have the right to assign or transfer any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, without our prior written consent.

26.7 Reconstruction & Successors in Title

This Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, merger, reconstruction or otherwise which may be made in our constitution or of any Company by which the business of the Company may for the time being be carried on and shall be binding upon and inure to the benefits of your heirs, personal representatives, successors-in-title or permitted assigns and our successors in title or assigns.

26.8 Survival on Termination

All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement for whatever reason.

26.9 Time shall be of essence

Time shall be of essence in relation to all matters relating to this Agreement.

26.10 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Malaysia. The Courts of Malaysia shall have exclusive jurisdiction over any such claim and the parties to this Agreement submit to the jurisdiction of the Courts of Malaysia.

26.11 Electronic Signature

This Agreement may be executed by each Investor by way of an electronic signature in accordance with the Electronic Commerce Act 2016. This Agreement shall be deemed duly executed and shall be effective and binding upon you and us when you affirm assent to it by clicking "Agree" on the relevant webpage on the Website.

Pursuant to Clause 26.11 of this Agreement, I/We, the Investor hereby agree that by clicking the "Agree" button herein, I/We hereby:

- acknowledge that this Agreement is deemed to be signed by us and you, and that this Agreement shall be deemed to be valid, enforceable and of full legal effect in accordance with the terms and conditions herein contained;
- accept the terms and conditions of this Agreement; and
- agree to be bound by this Agreement and the terms and conditions herein contained.

Schedule 1

Salient Features of Investment Note

The salient features of the Investment Note should include the following (where applicable):

1. Principal Amount
2. Note Tenure/ Maturity Date
3. Purpose of Financing
4. Repayment (e.g. mode of repayment)
5. Interest and/or profit rate (as the case may be)
6. Security
7. Other terms

Schedule 2

Fees and Charges Payable by the Investors

No.	Categories of Fees and Charges	Rate (excluding applicable tax)	Details of the Fee Payable	Time of Payment
1	Platform Management Fee	At the prevailing rate in force and published on our Platform at the time the Investment Note Campaign is hosted on our Platform.	It is a flat rate and calculated based on total investment amount made by Investor at the primary subscription of each Investment Note Campaign	Charged upon successful allocation of the Investment Note.
2	Withdrawal Processing Fees	At the prevailing rate in force and published on our Platform at the time the withdrawal request is submitted.	The fee is charged per transaction basis.	Payable upon completion of withdrawal of available funds.
3	Secondary Market fee - Investor (Seller)	At the prevailing rate in force and published on our Platform at the time the trade is confirmed.	It is a flat rate based on the Purchase Consideration of the trade of the Lots of the Investment Note	Charged upon settlement of trade.
4	Secondary Market fee – Investor (Buyer)	At the prevailing rate in force and published on our Platform at the time the trade is confirmed.	It is a flat rate based on the Purchase Consideration of the trade of the Lots of the Investment Note	Charged upon settlement of trade.
5	Transfer fee - Transferor	At the prevailing rate in force and published on our Platform at the time the request for transfer is submitted.	It is a flat rate charged per transfer.	Charged upon approval or rejection by us of the request for transfer.
6	Miscellaneous Charges	As and when notified by us.	Such other fees and charges as may be reasonably imposed by us from time to time.	As and when notified by us.

The above fees and charges exclude applicable tax. Where any tax imposed by the government of Malaysia is applicable to the fees and charges under this Agreement including but not limited to service tax, the Company is entitled to charge such taxes and any such taxes shall be paid by the Investor.

Schedule 3

Reserved Matters

- (a) any restructuring of the Investment Notes;
- (b) any variation, modification, or abrogation of the covenants, terms, provisions and conditions contained in the Investment Notes, as proposed or requested by the Issuers (save where the annexure of the Investment Note is amended prior to the successful completion of the Investment Note Campaign);
- (c) any variation or changes to the purposes of the fund raising under the Investment Notes;
- (d) any variation or substitution of the Securities granted under the Security Documents to secure the repayment of the Principal Amount, interest, profit, late payment interest and/or late payment charges (as the case may be) or charges payable pursuant to the terms and conditions of the Investment Notes (including but not limited to the release of any guarantors or such other Security Parties from the Securities granted in favour of us, the Investors and/or the Security Agent);
- (e) any variation, modification, abrogation or compromise of the rights of the Investors against the Issuers under the Investment Notes;
- (f) any Restructuring Proposal and Recovery Actions;
- (g) any other matters relating to or in connection with the Investment Note, Securities and/or Security Documents which in our view would require Investors' voting.