

## ISSUER AGREEMENT

This Issuer 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 seek funding by way of issuance of an Investment Note to the Investors (both terms as hereinafter defined) through the Platform and who has an issuer account with us (“**Issuer**” or “**you**”).

This Agreement is a binding contract between the Company and you as an Issuer. 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 inconsistency, 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, if applicable, 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 Issuer 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 on 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 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions used in this Agreement shall have the meaning set out against them in the table below.

Appeals Committee	as defined in Clause 19A.3;
Business Day	means a day on which the Company is open for business in Kuala Lumpur which may include a Surprise Holiday;
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;
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;

Conventional Investment Note	means a conventional Investment Note which is not an Islamic Investment Note;
Credit Committee	as defined in Clause 19A.3;
ESG	means Environmental, Social and Governance;
Event of Default	as defined in Clause 12.2;
Force Majeure Event	as defined in Clause 23.1;
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);
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 <b>Schedule 1</b> 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 the Company 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 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 11;
Islamic Investment Note	means an Investment Note in compliance with Shariah principles;
Issue Date	as defined in Clause 7.3 below;
Issue Request	means an application for funding request made by the Issuer, by completing and submitting the relevant prescribed forms (including any updated forms, all appendices and schedules thereto) on the Platform and/or to 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:  (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 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;
Other Agreements	as defined in the recitals above;
Platform	means the electronic platform of the Company hosted on the Website, 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 hosting, 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;
Pre-Launch	as defined in Clause 6.8 below;
Principal Amount	means the total principal amount or capital payable or paid by the Investors, as more particularly set out in the Investment Note;
Recovery Actions	as defined in Clause 12.2;
Register	as defined in Clause 2.1;

Restructuring and Recovery Actions	as defined in Clause 12.2;
Restructuring Proposal	as defined in Clause 12.2;
Reserved Matters	means the matter proposed in respect of and/or all the matters set out in <b>Schedule 3</b> hereto, which resolution shall only be passed with the affirmative votes of the Investors to the respective Investment Note in accordance with Clause 11;
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 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 Investors 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 Investors 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 the Company under the Notes and/or the terms of this Agreement, as more particularly set out in the Investment Note;
Services	as defined in Clause 2.1;
Service Provider	means RAM Rating Services Berhad, RAM Sustainability Sdn Bhd, Bond Pricing Agency Malaysia Sdn Bhd and/or 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;
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;
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 15.1;
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;
Verification and Checking	as defined in Clause 6.5;
Voting Period	as defined in Clause 11.3;
Website	means the website of the Company located at the following URL: <a href="http://brc.bursamalaysia.com">brc.bursamalaysia.com</a> 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 and sub-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 of their choice 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) on the Platform in accordance with the terms and conditions as set out in the Trading Rules;
  - (iii) the transfer of Investment Notes 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; and
- (f) prepare, maintain and keep an updated register ("**Register**") containing all the details of the Issuers 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);

(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 22 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 subscription thereof by the Investors and issuance of the Investment Note upon the Investment Note Campaign being successful funded pursuant to Clause 7 below, secondary trading between the Investors (Seller) and Investors (Buyer) on the Secondary Market, transfer of Investment Note from the Transferor to the 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 you and Investors, notwithstanding that the Investment Note was executed by us on behalf of the Investors, and
- (b) the transactions conducted and completed on the Secondary Market shall be deemed to be binding as between the Investors (Seller) and the Investors (Buyer) and the transfers of Investment 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 Investment Note to transfer their Lot(s) in the Investment Note to such other person as we may allow from time to time.

2.4 You irrevocably and unconditionally consent to us, our Service Providers, and any third party appointed by us, to process your information (including without limitation the personal data of your directors, shareholders, partners, proprietors, if applicable), to carry out any credit and/or ESG assessment on every Issue Request submitted by you, 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, to provide the Services to you and to perform our obligations under this Agreement and the Other Agreements.

2.5 You understand and agree that by giving your consent in Clause 2.4 above:

- (a) 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;
- (b) our Service Providers may, where applicable, release your credit rating, ESG report and/or information to us (including our affiliated companies) for purposes of assessing the Issue Request, hosting of the Investment Note Campaign on the Platform, issuance of the Investment Notes, providing the Services to you, performing our obligations

under this Agreement and the Other Agreements and any other matters in connection therewith.

### 3. REGISTRATION WITH THE PLATFORM

- 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 to utilise our Services available for the Issuers.
- 3.2 To be eligible to register and open an Issuer account with the Platform, you must fulfil 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 ("**Required Information and Documents**") at any time and from time to time:
- (a) depending on the type of financing product required by you, you must be a validly established business currently operating and registered in Malaysia by way of a locally registered sole proprietorship, partnership, incorporated limited liability partnership, private limited, public listed or unlisted public company;
  - (b) depending on the type of financing product required by you, you must be incorporated in Malaysia and/or registered with Companies Commission of Malaysia or Registrar of Business;
  - (c) you must have and maintain an active 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;
  - (d) no adverse reports (such as materially impacting legal actions, liquidation, winding-up, bankruptcy, sanctioned, blacklist, etc.) involving you, your shareholders, directors and/or partners which have not been cleared save and except where the Issuer is a public listed company, such clearance is only required for the Issuer and its majority/controlling shareholders and directors;
  - (e) you must have an email address for receiving electronic communications and log-in details;
  - (f) you must ensure that your business is Shariah-compliant should you intend to raise Shariah-compliant funds via Islamic Investment Notes; and
  - (g) such other conditions as may be specified by us from time to time.
- 3.3 In addition to Clause 3.2 above, you shall at all times, fulfill the following criteria and any other additional criteria or requirements as may be notified by us from time to time:
- (a) you must not be a commercially or financially complex structure (e.g. an investment fund company or a financial institution);
  - (b) you must not be a company with no specific business plan or whose business plan is to merge or acquire an unidentified entity (e.g. blind pool);
  - (c) you must not be a company that proposes to use the funds raised to provide loans or make investments in other entities; and
  - (d) you must not be a type of entity that is prohibited by the SC from raising funds from a P2P platform.
- 3.4 A notification will be sent to you to inform you whether your registration as an Issuer is successful or not. We reserve the right to reject your registration at our sole and absolute discretion without assigning any reason whatsoever.



- 3.5 Upon your 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 may make an Issue Request subject to the terms of this Agreement; and
  - (c) you shall be entitled to utilise our Services available for the Issuers as we may provide through the Platform, subject to any addition, modification, suspension or termination of such Services whether specifically or only in relation to you, from time to time, at our sole discretion without prior notice given to you, and subject further to such terms and conditions for the use of the Services as set out in the Platform or as you may be notified by us.
- 3.6 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 under this Agreement. You also consent to receive, from time to time, information about our products and services, or the products, services and offers of third parties, from or through us, via the various mode of communication as determined by us. You further agree to disclosure by us at any time and from time to time. of all or such part of the information collected, on the Platform and/or, to any Investor (including any prospective Investor), 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.
- 4.2 Your registration with the Platform as an Issuer, 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 username 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, the Investment Notes 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 15, 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. ACCESSING THE PLATFORM AND USE OF THE SERVICES**

- 5.1 By accessing the Platform, you shall be deemed to represent to us that on each occasion you access the Platform or issue any Issue Request or Investment 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 as at the date it was provided or as at the date at which it is stated. 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 directly arising out of any non-compliance by us with this Clause or any provision of this Agreement, the Investment Note, the Security Documents and/or the Other Agreements.
- 5.2 Additionally, you also agree that all of the activities conducted on the Platform by you or anyone using your account shall be deemed to take place within Malaysia, regardless of where you are physically located (i.e. within or outside of Malaysia) at the time you use the Platform or engage with us in any capacity. You agree that all our activities are subject only to the laws of Malaysia. Any redress you may seek from us in any circumstances is under Malaysian law.
- 5.3 You are strongly encouraged to seek professional advice as to your rights and obligations under this Agreement, the Investment Note, the Security Documents and/or the Other Agreements.
- 5.4 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. 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.
- 5.5 You agree to, at all times, duly observe and comply with all your obligations under this Agreement, the Investment Note, the Security Documents and/or the Other Agreements.
- 5.6 As an Issuer, your interactions with us will mainly take place through the Platform. We will host the Investment Note Campaigns through our 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 would be through the Platform.

## **6. LAUNCHING AN INVESTMENT NOTE CAMPAIGN**

- 6.1 As a registered user of the Platform, you will be able to submit an Issue Request to seek funding from prospective Investors on or through the Platform.
- 6.2 Subject to our receipt of the Required Information and Documents and verification, we will notify you that you may submit an Issue Request by completing the prescribed application form for financing and provide us with such other documents as may be required by us. As part of the Issue Request, you will be required to provide us with the following details (in such form and substance as may be acceptable or required by us):
- (a) the type of financing product and amount of funds that you are seeking subject to a minimum amount of RM5,000,000.00 or such other amount as may be determined by us for each Issue Request or from time to time;
  - (b) the repayment or payment method you are opting for (e.g. bullet or amortization);
  - (c) the intended repayment or payment period or tenure;
  - (d) the purpose of and/or the intended use of the funds;
  - (e) your bank account details;

- (f) the details regarding your financial and/or business performance;
- (g) the details regarding your debtors, creditors and inventory; and
- (h) such other information or documents depending on the financing product you have opt for or as may be requested by us at any time and from time to time as may be notified by us through the Platform or specifically to you.

For the avoidance of doubt, we may but are not obliged to conduct product assessment suitability to assess whether you are suitable to opt for a particular financing product, taking into account amongst others (at our sole discretion), where applicable, shariah-compliance, your track record for the past years, profitability, credit rating and ESG rating.

You are solely responsible to provide us with the complete, correct and accurate information and/or documents as requested by us, failing which we will not be able to process and/or approve your Issue Request.

- 6.3 If applicable, you shall provide or cause to be provided the Securities by the Security Parties, 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 the Investment Note and/or the terms of this Agreement.
- 6.4 You irrevocably undertake, covenant and warrant that the purpose of or the intended use of the funds shall not fall within any of the following categories:
- (a) to merge or acquire an unidentified entity;
  - (b) to provide loans or make investments in other entities;
  - (c) any blind pool whereby there is no specific purpose or business plan for the use of the funds sought by you; and
  - (d) such other purposes as may be specified by us from time to time.
- 6.5 The acceptance of any Issue Request through the Platform shall not constitute any legal obligation on our part to approve, process or fulfill the Issue Request and the Issue Request is and shall be SUBJECT to our internal verification and checking process on, amongst others, your directors, shareholders, partners, proprietor and/or senior management staff, credit checks and other aspects of your business to determine if they meet the minimum fraud and credit risk criteria and any other criteria set by us (collectively "**Verification and Checking**"). We may at any time, and from time to time, request for any additional information in connection with your use of the Platform, our Service, the Issue Request, the Investment Note and/or this Agreement. You are required to furnish us with the requested information as and when the request is made.
- 6.6 By submitting an Issue Request, you irrevocably agree and authorise us to carry out the necessary Verification and Checking, and to obtain information about your business from any third party including our Service Providers, if applicable. You also agree and authorise us to assign and publish a risk score (including your credit rating and/or ESG rating) to your Investment Note Campaign as determined by us or our Service Providers, in our sole discretion. Such risk score, credit rating and ESG rating (where applicable) shall not be deemed as an endorsement or recommendation of your Investment Note Campaign by us and you agree not to make any such representation. You also agree that we have the sole and absolute discretion whether to approve or reject the Issue Request without assigning any reason whatsoever. We shall be under no liability whatsoever to you if we reject your Issue Request. Any decision made by us shall be final.
- 6.7 If we approve your Issue Request, we will issue a Letter of Offer for issuance of Investment Note, which may contain the following conditions and any other conditions as may be determined by us at our sole discretion:

- (a) the aggregate Funding Amount approved to be sought from the Investors;
  - (b) the interest and/or profit rate (as the case may be) on the Funding Amount;
  - (c) the late payment interest rate and/or late payment charges (as the case may be) on the repayment or payment of the Funding Amount, and if applicable the administrative fee for late payment;
  - (d) the repayment or payment type (e.g. "Bullet" or "Amortising");
  - (e) the instalment, repayment or payment schedule;
  - (f) the Note Tenure;
  - (g) the early prepayment fee, and if applicable the administrative fee for prepayment; and
  - (h) the Securities required to secure the payment and repayment of the Funding Amount, the interest and/or profit (as the case may be) and all such monies payable to the Investors and/or us under this Agreement and the Investment Note.
- 6.8 You will need to communicate your acceptance of the Letter of Offer to us within 14 days of the date of the Letter of Offer or such period as may be extended by us in writing. Upon your acceptance of the Letter of Offer in accordance with this Clause, we may pre-launch your Investment Note Campaign on the Platform for prospective Investors to view and indicate their interest ("**Pre-Launch**") or we may directly create, launch and publish your Investment Note Campaign on the Platform for prospective Investors to view and subscribe.
- 6.9 In the event of a Pre-Launch, prospective Investors may indicate their non-binding interest in your proposed Investment Note Campaign within a set period of time as determined by us. Based on the level of interest indicated by prospective Investors during the Pre-Launch period, subject to the mutual agreement between you and the Company, we shall proceed to create, launch and publish your Investment Note Campaign on the Platform based on a lower Funding Amount.
- 6.10 You acknowledge that we may (but are not obliged) review the said information and documents from time to time for appropriateness of language and content and make the necessary amendments thereto as we deem fit.
- 6.11 In the event of a Launch (whether upon conclusion of a Pre-Launch or otherwise upon your acceptance of the Letter of Offer), once the Investment Note Campaign has been launched and published on the Platform, the prospective Investors may make Subscription Offers during the Campaign Period. Subscription Offers are accepted and processed by the Company on a first come first served basis.
- 6.12 Subject to Clauses 6.13 and 6.14, 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 achieved. If the Investment Note Campaign failed to achieve at least the Minimum Principal Amount Target by the end of the Campaign Period, the Investment Note Campaign is deemed unsuccessful, you will not receive any fund raised during the Campaign Period (which fund will be refunded by us to the Investors free of interest) and we will remove the Investment Note Campaign from the Platform. Notwithstanding that the Investment Note Campaign is unsuccessful, we shall be entitled to retain the Application Fee payable for the submission of the Issue Request.
- 6.13 Notwithstanding anything in this Clause 6, 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.

- 6.14 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 and 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.*

- 6.15 You agree that within 7 days of the Matched Date:

- (a) you shall complete, execute and endorse or cause to be completed, executed, and endorsed a single Investment Note in favour of all Investors who have made the Subscription Offer in response to the Investment Note Campaign; and
- (b) if the Investment Note is required to be secured by any security, you shall execute or cause to be executed by the Security Parties the Security Documents in such forms as may be required by us, in favour of the Security Agent, and deliver to us the duly executed Security Documents and other relevant supporting documents as may be required by us simultaneously with the issuance of the Investment Note.

You agree to authorise us and/or the Security Agent to retain the Investment Note and any Security Documents on your behalf and we shall have the discretion, but are not required, to provide you with copies of the Investment Note and/or the Security Documents when requested.

Notwithstanding the aforesaid, to expedite the process of funding of the Investment Note Campaign, if so requested by us, you shall execute or cause to be executed by the Security Parties in escrow the Investment Note and the Security Documents and you hereby expressly and irrevocably authorise us and the Security Agent to deal with such escrow documents at such time as may be deemed appropriate by us and/or the Security Agent.

- 6.16 You further agree and authorise us to, at our sole and absolute discretion, amend any term in the Letter of Offer, Investment Note and/or the Security Documents including amendments to reflect the Principal Amount successfully raised from the Investment Note Campaign and to adjust the payment or repayment schedule accordingly. We will notify you of any amendments made to the terms in the Letter of Offer, Investment Note and/or the Security Documents and you hereby expressly agree to accept and be bound by such amended terms.
- 6.17 You expressly and irrevocably agree and undertake 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 Investors, and you and the Investors agree to be bound by such amended terms.
- 6.18 We shall be entitled, at our sole and absolute discretion, to 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. 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. You hereby acknowledge and agree that you shall not be entitled to choose and select any Investor.

## 7. DISBURSEMENT AND REPAYMENT OR PAYMENT OF FUNDS

7.1 We maintain a bank account with a licensed financial institution in Malaysia, which account is held on trust by a third party trustee ("**Trust Account**").

7.2 The Investment Note Campaign is deemed to be successfully funded only when the following conditions 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;
- (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).

7.3 If the Investment Note Campaign is successfully funded in accordance with Clause 7.2 above, within 3 Business Days thereafter ("**Issue Date**"), the Investment Note shall be issued on the Platform and we will cause to be disbursed to you the Principal Amount after deducting: (i) any fees and charges (including but not limited to the fees and charges specified in Clause 10) due from you to us, and (ii) such other sums as may be stated in the Letter of Offer ("**Withholding Sum**"), by way of telegraphic transfer or by way of electronic funds transfer.

7.4 You hereby expressly and irrevocably authorise us to:

- (a) withhold the Withholding Sum as security payment for the due observance and performance by you of the terms and conditions of this Agreement, the Investment Note, the Security Documents and/or the Other Agreements For the avoidance of doubt, the Withholding Sum shall form part of the Principal Amount; and
- (b) at our sole and absolute discretion, use the Withholding Sum or such part thereof as may be necessary to carry out our duties and/or perform any actions in relation to the occurrence of any Event of Default or Recovery Action which are provided in this Agreement, the Investment Note, the Investor Agreement, the Security Documents and/or the Other Agreements.

The Withholding Sum in the Trust Account may be invested in bank deposits or Islamic accounts, instruments or securities (Shariah-compliant instruments or securities in the case of Islamic Investment Note), with interest or profit from the Withholding Sum to be accrued to the Issuer. The Withholding Sum (where applicable, together with the interest or profit therefrom) shall be returned to the Issuer upon full redemption of the Investment Note if no Event of Default or Recovery Action takes place.

7.5 You undertake to repay or pay the Principal Amount and interest or profit (as the case may be) in respect of the Investment Note issued by you in accordance with the repayment or payment schedule set out in the Investment Note (which may be revised from time to time at our sole discretion) and further undertake to pay or repay the Principal Amount and the interest or profit (as the case may be) no later than 10am on the relevant repayment or payment due date

respectively and further pay all such costs, expenses and charges as and when requested by us for purposes of the Investment Note.

The interest or profit (as the case may be) of the Investment Note shall be:

- (a) accrued on 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 actual number of days in a year (365 days, or 366 days in the event of a leap year) and 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 Letter of Offer and the Investment Note.

For the avoidance of doubt, the computation of the interest or profit by the Company shall be final and binding on the Issuer and Investors, unless there is manifest error.

- 7.6 For repayment or payment of the Investment Notes, you shall execute such instructions and forms (in such form and substance as may be prescribed by or acceptable by us) for the purposes of effecting the payments in accordance with the terms of the Investment Note and this Agreement, via standing instruction including but not limited to Real Time Electronic Transfer of Funds and Securities System (RENTAS) or such other method or manner as may be required by us from time to time to us, of payments (including but not limited to the payments of the Principal Amount, interest and/or profit (as the case may be) and such other monies payable to the Investors and/or us) under the Investment Note and this Agreement.
- 7.7 You hereby irrevocably authorise us to at any time and from time to time deduct from any monies held by us on your behalf whether held under trust or in escrow, without notice to you, such payments due to the Investors and/or us.
- 7.8 Upon receipt by us of 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 Security Documents and/or this Agreement, the Investment Note shall be cancelled.

## **8. PREPAYMENT (IF APPLICABLE)**

- 8.1 Prepayment of the whole of the outstanding sum owing under the Investment Note is permissible subject to the following terms and conditions being fulfilled:
  - (a) the remaining tenure of the Investment Note must be more than 6 months;
  - (b) the prepayment date ("**Prepayment Date**") must fall on an interest or a profit payment due date as set out in the repayment schedule to the Investment Note;

- (c) the Issuer must serve prior written notice to the Company at least fourteen (14) days before the Prepayment Date; and
- (d) the Issuer must fulfil such other terms and conditions under the Letter of Offer, the Investment Note and this Agreement (which may include, if applicable, payment of any prepayment fees as set out in Clause 10 below and **Schedule 2** hereto or as notified by the Company to the Issuer).

For the avoidance of doubt, no partial prepayment is allowed.

## **9. SECONDARY MARKET**

- 9.1 We may offer secondary trading, and, subject to applicable laws and our approval, the transfer of the Lots under the Investment Notes issued by you on the Secondary Market of the Platform via such approach and 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.
- 9.2 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.
- 9.3 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 the Investor Agreement and this Agreement including suspending or terminating any Investor account, suspending or removing any Investment Note from being traded on the Secondary Market, cancelling any instructions by the Investor, 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.
- 9.4 Upon completion of any trade or transfer in accordance with the Trading Rules, you irrevocably agree and acknowledge as follows:
  - (a) that any interest and/or profit (as the case may be) or such other monies payable in respect of the Lots under the Investment Note shall be payable to the Investor (Buyer) or Transferee (as the case may be);
  - (b) that all rights, title and interest of the Investor (Seller) or Transferor (as the case may be) over the Lots and under the Investment Note in regard to the Lots traded or transferred on the Secondary Market shall be transferred to the Investor (Buyer) or Transferee (as the case may be) subject to the terms and conditions as set out in the Investment Note (as may be amended by us from time to time), and that you shall be bound by such transfer and further agree to release the Investor (Seller) or the Transferor (as the case may be) as the holder for the Lots under the Investment Note and to accept in place thereof the Investor (Buyer) or the Transferee (as the case may be);
  - (c) that you shall and shall continue to be bound by the terms and conditions of the Investment Note (as may be amended by us from time to time); and
  - (d) that we shall have the sole right and discretion to update the Register and amend the terms of the Investment Note.
- 9.5 Save as stated in Clauses 9.1 to 9.4 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.



- 9.6 The Issuer hereby irrevocably covenant and undertake that the Issuer shall not and shall not cause or allow any party related or affiliated to the Issuer to, buy back the Investment Note or any part thereof from any Investor through the Secondary Market or any other manner.

## 10. FEES AND CHARGES

- 10.1 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 Investment Note, Issue Request and this Agreement are set out in **Schedule 2** hereto.
- 10.2 You hereby agree that we may deduct any money, sum, fees and charges from any amount received from the Investors including the Withholding Sum, stamp duties and any filing or registration fee payable to any relevant authority or third party in connection to the Investment Note and/or the Security Documents before the Issue Date. If for whatsoever reason such deductions cannot be made, such sums with interests and/or late payment charges thereon at the rate determined by us (if applicable) shall be paid by you to us on demand.
- 10.3 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.

## 11. RESERVED MATTERS

- 11.1 Subject to Clauses 11.2 to 11.5 below, you hereby acknowledge that the Investors who have subscribed for or invested in the Investment Note issued by you shall have the right as a Note holder to vote in Reserved Matters as set out in **Schedule 3** hereto relating to or in connection with such Investment Note if we, in our absolute discretion, deem such Investors' voting is required after our evaluation thereof, and whereupon we shall be entitled to call upon Investors' voting, 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.
- 11.2 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. Every 1 Lot of the Investment Note held by the Investor is equivalent to 1 vote.
- 11.3 We will give the Investors (based on the Register kept and maintained by us) of the Investment Notes 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 resolution to be proposed) in the event we propose to call upon Investor's voting in accordance with Clause 11.1 above, and the Investors shall have 7 days to cast its vote ("**Voting Period**").
- 11.4 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 Note, 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.
- 11.5 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.
- 11.6 The passing of any resolution under this Clause 11 ("**Investors' Resolution**") and declaration by us that a resolution has been carried or 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 11;
- (b) that we shall be entitled to make any declaration and act upon any declaration so made by us pursuant to this Clause 11;
- (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 11.

## 12. DEFAULT MANAGEMENT

12.1 If you miss, fail 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, this Agreement and the Other Agreements when such sum is due and payable to the Investors and/or us by the due date of any such payment or under the Investment Note, any Security Documents, this Agreement and the Other Agreements (“**Default in Payment**”), we may (but shall not be obliged to), subject to Clause 12.6 below, give you a grace period of 7 days to pay or repay the outstanding sum.

12.2 Notwithstanding and in addition to Clause 12.1 above, without prejudice to any of the Investors’ and/or our rights, if:

- (a) you Default in Payment;
- (b) other than in respect of the obligation in Clause 12.2(a) above, you breach or are reasonably suspected by us to have breached any of the terms of, or covenants, warranties or undertakings under this Agreement, any Security Documents, the Other Agreements and/or the Investment Note, which in our opinion, is incapable of remedy, or if capable of being remedied, was not remedied by you after we have served you a notice of at least 60 days (or such other period as may be determined by us) requiring you to remedy such breach;

we may in our sole and absolute discretion, by notice to you, 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), 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 Security Documents and/or this Agreement shall immediately become due and payable in a single lump sum (“**Amount Due**”) and thereafter call upon the Investors to vote on the following recovery actions (“**Recovery Actions**”) in accordance with Clause 11 above, at your sole cost and expense:
  - (A) to appoint a third party debt collector to collect from you 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 you 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 you to provide your 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 you, 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 11 above, at your sole 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 to vote for Recovery Actions;
  - (C) to revise the terms of the Restructuring Proposal subject to compliance with Clause 11 above; 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 you failed 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 11 above, at your sole cost and expense;
- (iv) take such other actions as we may deem fit in our sole discretion.
- 12.3 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 you (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 you.
- 12.4 You hereby agree that you shall obtain independent advice in regard to any Restructuring Proposal.
- 12.5 Upon declaration of an Event of Default, we shall be entitled to:
- (a) treat your issuer account as delinquent;
  - (b) report such Default to our Service Providers 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) such other actions as we may deem fit or based on the Investors' Resolution.
- 12.6 For the avoidance of doubt:

- (a) the interest or profit shall continue to accrue on the Principal Amount of the Investment Note during and after the grace period, and shall be paid by you;
- (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 as set out in **Schedule 2** hereto (or such other rate as may be prescribed by us from time to time), which shall be payable by you 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.

12.7 You acknowledge and agree that:

- (a) any decision by us to enforce any rights of the Investors under the Investment Note and the Security Documents and to carry out any of the Restructuring Proposal or the Recovery Action as set out in Clause 12.2 above shall be deemed to be taken by the Investors of the Investment Note against you and/or the Security Parties and will be binding on all the Investors as long as it is voted and passed in accordance with the Investors' Resolution;
- (b) our obligations and responsibilities in respect of the recovery of any amounts owed to the Investors by you under any of the Investment Notes, are administrative and for the interest of the Investors and we assume no other obligations, liabilities and responsibilities other than those expressly set out in this Clause.

12.8 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 hereunder and in the Investor Agreement and any other payment of fees as may be required by us under the Investment Note or this Agreement and the Investor Agreement) due from you to us, and from the Investor 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 the 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 by you to the Investors pursuant to the Investment Note.

12.9 In the event that we decide not to proceed with the any Restructuring Proposal and/or and Recovery Actions or take any action in accordance with Clause 12.2 above, we may (at our sole discretion) reassign the authority, power or right to carry out any Recovery Action to the Investors, and each Investor shall be entitled to enforce his rights directly against you for the Lots under the Investment Note held by each of the Investors. Upon the request by any Investor for your details, you hereby expressly consent that we may disclose your details to such Investor.

### 13. NO WARRANTY

13.1 You agree that the decision to make any Subscription Offer in respect of any Investment Note Campaign is based solely on the Investors' own assessment of the information and documents published on the Platform. We do not provide any representation, warranty or promise whatsoever that the Investors will make any Subscription Offer or your Investment Note Campaign will be successfully funded when hosted on the Platform.

#### **14. YOUR OBLIGATIONS, COVENANTS AND UNDERTAKINGS**

- 14.1 You shall repay or pay the Principal Amount together with interest or profit (as the case may be), late payment interest or late payment charges (as the case may be, if any) in accordance with the terms of the Investment Note into the Trust Account as specified by us.
- 14.2 You shall observe and comply with the terms of the Investment Note and not act in any manner which constitutes a breach of any terms of the Investment Note.
- 14.3 You agree not to contact or attempt to contact any of the Investors (including their employees, shareholders and directors) directly or indirectly in respect of the Investment Note, for the repayment or payment of the Principal Amount (including any interest and/or profit as the case may be) and late payment interest and/or late payment charges (as the case may be) accrued, and any other amounts, fees or charges payable under the Investment Note) or for any other purposes without our prior written consent. You authorise us to contact the Investors on your behalf if there is a need to do so which shall be determined by us. If you are contacted by any of the Investors (including their employees, shareholders and directors) at any time, you shall not respond to them and shall immediately inform us of such contact or attempted contact. You acknowledge that we have the right to notify you on behalf of the Investors in respect of the exercise of the Investors' rights under the Investment Note.
- 14.4 You hereby acknowledge that you are directly and solely liable and responsible to repay the repayments or payments of any amount due to the Investors under the Investment Note and we are merely facilitating in the collection and transfer of the repayment or payment, and recovery of any amounts owed, to the Investors under the Investment Note.
- 14.5 If you fail to pay any amount or payment owing under the Investment Note as they fall due, you acknowledge and agree that we have the right to do any of the following and to take any other actions as may be deemed necessary by us:
- (a) contact you on behalf of the Investors (either by ourselves or through an appointed third party) to seek repayment or payment of any outstanding amount owing under the Investment Note;
  - (b) levy and collect the late payment interest and/or late payment charges (as the case may be) on such outstanding amount on behalf of the Investors;
  - (c) report such default in payment to any third party credit bureaus; and
  - (d) call for investors' voting in the Reserved Matters in accordance with Clause 11 above and undertake such actions on behalf of the Investors as may from time to time authorised by the Investors, if applicable.
- 14.6 You further irrevocably undertake and covenant that:
- (a) you shall not use the Principal Amount or any part thereof for purposes other than as specified in the Investment Note or Investment Note Campaign;
  - (b) until all your payment obligations under the Investment Note have been fully discharged, you shall not, without our prior written consent, apply for, seek or obtain any other loan or funding (in any amount) through any other P2P platform, operator or company for the same purpose you have represented to us in the Issue Request and/or Investment Note Campaign;
  - (c) you shall as soon as they are available, but in any event within 180 days after the end of each of its financial year, furnish to us and our Service Providers your audited financial statements in respect of such financial year;

- (d) you shall as soon as they are available, but in any event, within 90 days after the end of the first half of each of its financial years, furnish to us and our Service Providers your unaudited financial statements in respect of such 6-month period;
- (e) you shall promptly, furnish us an annual confirmation letter on the anniversary of the Issue Date of the Investment Note confirming that you remain in compliance with the terms and conditions of the Investment Note;
- (f) you shall promptly on request, furnish us and our Service Providers all such information and documents as may be required by us from time to time;
- (g) you shall promptly grant all such assistance as may be required by our Service Providers and/or us in the annual credit review carried out on you;
- (h) you shall forthwith notify us of:
  - (i) any change in the information and documents submitted to us, and material information which is subject to the disclosure requirements under the Bursa Malaysia Securities Berhad Main Market or Bursa Malaysia Securities Berhad Ace Market Listing Requirements, as the case may be;
  - (ii) any winding up petition, legal proceedings, litigation, arbitration and/or other claims existing, pending and/or threatened involving you;
  - (iii) the occurrence of any of the Termination Events as set out in Clause 15.1 below;
  - (iv) any circumstances that has occurred that would materially prejudice you or any Security included in or created under the Investment Note or any event which may have a material adverse effect on the condition of you, financial or otherwise, or your ability to observe or perform your obligations under this Agreement and/or the Investment Note;
  - (v) any substantial change in the nature of your business; and
- (i) you shall execute any documents or agreements and do all such acts and things as may be necessary at any time to give further effect to the terms and conditions of this Agreement.

## **15. RESTRICTION, SUSPENSION AND TERMINATION**

- 15.1 Notwithstanding anything stated in this Agreement, we reserve the right to restrict access to, temporarily or permanently suspend your account with us, and/or terminate the Services or this Agreement at any time with immediate effect, without incurring liability of any kind to you, if any of the following Termination Events occurs:
- (a) any of the Events of Default has occurred and/or is continuing (unless it has been remedied by you or waived by us in writing) or would occur;
  - (b) any of the representation, warranty or information made or given or submitted by you to us under this Agreement, any Security Documents, the Other Agreements, the Investment Note or in connection the use of our Services is incomplete, untrue, incorrect or misleading in any material respect;
  - (c) you cease or threaten to cease payment of your debt or are unable to pay your debts as they fall due or are deemed unable or admit your inability to pay your debts as they fall due;
  - (d) you cease or threaten to cease to carry on all or a substantial part of your business;

- (e) any encumbrancer takes possession of, or a receiver, administrator or trustee being appointed over the whole or any part of the Security Parties or your undertaking, property or assets;
- (f) any action, proceedings, procedures or steps taken for winding up, dissolution, administration or reorganization (whether using a voluntary arrangement, scheme of arrangement or otherwise) against you or the Security Parties, or the appointment of a liquidator, receiver, administrator in respect of you or any part of the Security Parties or your undertaking, property or assets;
- (g) you commence negotiations, or enter into any composition, compromise, assignment or arrangement with one or more of your creditors with a view to rescheduling any of your indebtedness;
- (h) any litigation, arbitration or administrative proceedings is initiated, pending or, threatened against you, any of your directors or any of your assets, which, if adversely determined, might reasonably be expected to have a material adverse effect on your business, assets or conditions, or your ability to perform your obligations under this Agreement, any Security Documents, the Other Agreements or the Investment Note;
- (i) 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;
- (j) the occurrence of any event or circumstance which, in our sole opinion, constitutes or is reasonably likely to constitute a Material Adverse Change;
- (k) the results of the Verification and Checking conducted by us are unsatisfactory or fail to meet the minimum criteria set by us; or
- (l) if no activity has been carried out on your account within a period specified by us.

15.2 For the avoidance of doubt, your obligations, undertakings and representations under this Agreement, the Investment Note, the Security Documents 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.

15.3 Provided that there are no outstanding fees, charges or payments whatsoever due to us and/or any Investors and that there is no Investment Note currently in force or outstanding between you and any Investor, you may terminate this Agreement by sending us an email of your intention to terminate your account with the Platform.

## **16. REPRESENTATIONS AND WARRANTIES**

16.1 You hereby represent and warrant as follows:

- (a) 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;
- (b) you are not an investment fund company or a financial institution;
- (c) you are not an entity that is prohibited by the SC from raising funds from a P2P platform;
- (d) you have not applied for any other funding (in any amount) and/or have no outstanding amount obtained through any other P2P platform, operator or company for the same

purpose you have represented to us in the Issue Request, the Investment Note, the Investment Note Campaign or otherwise;

- (e) 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 Security Documents, the Other Agreements and the Investment Note, and to own the assets, carry on the business and operation as you are now being conducted;
- (f) all actions, conditions and things required to be taken, fulfilled and done (including but not limited to the obtaining of any necessary consents, clearances, approvals, 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 lawfully to enter into, exercise your rights and perform and comply with your obligations under this Agreement, the Security Documents, 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;
- (g) the execution and delivery of, and the performance by you of your obligations under, this Agreement, the Security Documents, the Other Agreements and/or the Investment Note do not (i) infringe, or constitute a default under, any instrument, contract, document or agreement to which you are a party or by which you or your assets are bound; and (ii) 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;
- (h) no litigation, arbitration or administrative proceedings or claims, are taking place, pending or, threatened against you, any of your directors or any of your assets, which, if adversely determined, would reasonably be expected to have a material adverse effect on your business, assets or conditions, or your ability to observe or perform your obligations under this Agreement, the Security Documents, the Other Agreements and/or the Investment Note;
- (i) you are not insolvent or wound up and able to pay debts as and when they fall due and there are no winding-up proceedings whether current, pending or threatened against you or your related companies and if applicable, your Security Party, or any arrangement or composition entered into by you with any of your respective creditors;
- (j) all information, representation or statement made or deemed to be made by you in connection with this Agreement, the Security Documents, the Other Agreements and/or the Investment Note including but not limited to any information or document or medium, delivered by or on your behalf under or in connection with this Agreement, the Investment Note, the Issue Request the Investment Note Campaign or the use of our services is correct, accurate and truthful in all material respect when made or deemed to be made;
- (k) no Termination Event has occurred;
- (l) you have not entered into any contract or commitment of an unusual or onerous nature (other than in the ordinary course of business) which may be material for disclosure and you have carried on your business in the ordinary and usual course;
- (m) there is no event which constitutes or is reasonably likely to constitute Material Adverse Change from the time of the Issue Request being made by you and/or Investment Note Campaign being published on the Platform up until the Issue Date;
- (n) where applicable, you must ensure that your business is Shariah-compliant at all times, and you shall not use the Principal Amount or any part thereof for purposes that are



Shariah non-compliant or for any purpose other than as specified in the Investment Note.

- 16.2 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.
- 16.3 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.
- 16.4 You further acknowledge that we have agreed to enter into this Agreement in full reliance of the representations and warranties by you made herein.

## 17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 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.
- 17.2 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.
- 17.3 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. Any adaptation made to the content provided shall not be misleading or

misrepresent you. 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 Issuer.

- 17.4 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.

## **18. PERSONAL DATA NOTICE AND COMMUNICATION OF ACTIVITY**

- 18.1 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](https://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 the Investors, prospective Investors and our Ecosystem Partners) 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.

- 18.2 You agree and allow us to from time to time, send you information about activity on our Platform including but not limited to new Investment Note Campaigns and progress on the existing Investment Note Campaigns via any means of communication as may be determined by us at our discretion. You also allow us to send emails to you regarding your use of the Platform and/or Services, our business, our terms and agreements, or other matters that we believe are relevant to you. These emails do not constitute advice or recommendation to you.

## **19. RETENTION OF RECORDS**

- 19.1 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 the 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.

## **19A. RIGHT OF APPEAL**

- 19A.1 You may appeal against:

- (a) the decision of the Company on credit-related matters (except decisions made pursuant to an Investors’ Resolution); or
- (b) 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.

- 19A.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 (such as any errors, a revised credit proposal, variation in credit terms, credit enhancements and other relevant considerations). 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.

- 19A.3 The appeal will be considered by:
- (a) a designated committee within the Company tasked with handling credit-related matters ("**Credit Committee**"), in the case of appeals under Clause 19A.1(a); or
  - (b) 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**"), in the case of appeals under Clause 19A.1(b).
- 19A.4 The decision of the Credit Committee or Appeals Committee, as the case may be, shall be final and binding.
- 19A.5 The Company may charge you a fee to defray the reasonable costs and expenses of the Appeals Committee.
- 19A.6 The Company may suspend the implementation of any decision appealed against under Clause 19A.1(b) pending the conclusion of the appeal process if the Company deems fit.

## **20. CESSATION OF THE PLATFORM**

- 20.1 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, and no new Investment Note Campaigns will be published on the Platform;
  - (b) 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 accounts without any interest and/or profit (as the case may be and after deducting any applicable fees and charges; and
  - (c) all successful and active Investment Note Campaigns will continue to be run by us until the full repayment or payment by you or termination of the Investment Note, whichever occurs earlier.
- 20.2 The Platform and our Services will only be terminated upon the completion of repayment or payment by you of the Investment Note and all fees and charges payable by you under this Agreement and the Other Agreements.

## **21. LIMITATION OF LIABILITY AND DISCLAIMERS**

- 21.1 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) your failure to repay any amount owing under the Investment Note to the Investor through the Platform or otherwise;
  - (c) any information about you or documents made available to the Investor through the Platform or in respect of our scoring process, ESG rating or risk rating, including but not limited to your 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.

- 21.2 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 and damages whatsoever and howsoever arising (except for indirect losses), 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, unauthorised 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 our part, the breach of this Agreement, any Security Documents, the Investment Note and/or the Other Agreements by you, the violation by you of any rights of another person or entity or the breach by you of any law, except those solely arising from our wilful default or wilful omission or fraud. Any claim for costs and expenses under this clause shall be supported by documentation.
- 21.3 We shall not in any way whatsoever be responsible for the conduct of the Investors and shall not be liable to you if any Investor takes any action (including but not limited to harassment of the Issuer or its directors, partners or shareholders) or proceeding against you (or your directors, partners or shareholders).
- 21.4 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.
- 21.5 You shall be responsible to use, update and maintain the necessary antivirus software on your computer or device.
- 21.6 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. You (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.
- 21.7 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.

21.8 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 indirect, 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 Issuer's own risk.

## 22. NOTICES

22.1 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](mailto: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 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;
- (c) sent via electronic mail to any email address registered with us on your profile with the Platform;
- (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).

22.2 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.

22.3 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.

22.4 All notices and communications given under this Agreement shall be in the English language.

## **23. FORCE MAJEURE**

23.1 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.

23.2 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.

## **24. GENERAL TERMS**

### **24.1 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.

### **24.2 Waiver**

Any failure or delay by us in exercising or enforcing any rights we have under this Agreement shall not be deemed to be a waiver of that right, and any waiver by 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.

#### **24.3 Severability**

Any term, condition, provision, stipulation, covenant or undertaking of this Agreement or part thereof which is rendered void, illegal or unenforceable by any legislation to which it is subject for any reasons 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.

#### **24.4 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.

#### **24.5 Cost and Expenses**

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 and in connection with the Investment Note) shall be solely borne and paid by you.

#### **24.6 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.

#### **24.7 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.

#### **24.8 Survival on Termination**

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

#### **24.9 Time shall be of essence**

Time, unless specifically mentioned otherwise, shall be of essence in relation to all matters relating to this Agreement.

#### **24.10 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.

#### **24.11 Electronic Signature**

This Agreement may be executed by each Issuer 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 24.11 of this Agreement, I/We, the Issuer 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 Issuers**

<b>No.</b>	<b>Categories of Fees and Charges</b>	<b>Rate (excluding applicable tax)</b>	<b>Description</b>	<b>Time of Payment</b>
1	Application Fee	At the prevailing rate in force and published on our Platform at the time the Issue Request is submitted.	<p>It is a non-refundable application fee even if the Investment Note Campaign is called off, failed or is unsuccessful.</p> <p>The Company reserves the right to forfeit the Application Fee in the event that the Issue Request submitted by the Issuer is incomplete or the Issuer fails to furnish any information and documents required by the Company within 14 days of the request by the Company or such other extended period agreed by the Company.</p>	When Issue Request is submitted.
2.	Facility Fee	<p>At the prevailing rate in force and published on our Platform at the time the Issue Request is submitted.</p> <p>For the avoidance of doubt, the applicable rate will also be documented in the Letter of Offer.</p>	<p>It is a one-time fee and shall be payable upon disbursement of proceeds or initial proceeds if disbursement is made in tranches.</p> <p>*Note: Facility Fee shall be applicable for Issue Request received from 1st January 2025 and onwards.</p>	Deducted from the disbursement of issuance proceeds or initial proceeds if disbursement is made in tranches.

No.	Categories of Fees and Charges	Rate (excluding applicable tax)	Description	Time of Payment
3.	Annual Hosting Fee	<p>At the prevailing rate in force and published on our Platform at the time the Letter of Offer is issued.</p> <p>For the avoidance of doubt, the applicable rate will also be documented in the Letter of Offer.</p>	It is calculated based on the principal amount issued.	<ul style="list-style-type: none"> <li>• Initial Annual Hosting Fee to be deducted from the aggregate Principal Amount received from the Investors;</li> <li>• Subsequent Annual Hosting Fee to be paid on the same date of the subsequent year from issuance date of the Investment Note;</li> <li>• No pro-rating if there is a prepayment.</li> </ul>
4.	Stamp Duty	At the prevailing rate in force at the time of stamping.	Stamp duty is calculated based on the principal amount issued.	<ul style="list-style-type: none"> <li>• Deducted prior to the Principal Amount being disbursed to you.</li> </ul>
5.	Late payment interest/ late payment charges	The rate will be documented in the Letter of Offer as part of the terms of the Investment Note.	<p>If an Issuer fails to pay the outstanding sum due and payable by the due date:</p> <p><u>Conventional Investment Note</u> A late payment interest rate shall apply and the late payment interest shall be distributed to the Investors for the delay in payment.</p> <p>The late payment interest rate is an aggregate of a percentage which is to be determined in the Letter of Offer and the interest rate of the Investment Note, on the overdue amounts under the Investment Note.</p> <p><u>Islamic Investment Note</u> The Issuer shall pay to the Investors a compensation on such delayed payment at an amount and manner as prescribed by the Shariah Advisory Council of SC.</p>	The Company may (but is not obliged to) give the Issuer 7 calendar days grace period to repay or pay the Investment Note and all such monies due and payable under the Investment Note, this Agreement, the Security Documents and the Other Agreements. The said grace period is calculated from the due date of such payment. If the Issuer fails to make the full payment within the said grace period, the late payment interest or late payment charge (as the case may be) will be incurred, accrued, and calculated from the due date based on the outstanding sum due and payable.

No.	Categories of Fees and Charges	Rate (excluding applicable tax)	Description	Time of Payment
6.	Prepayment Fee	The applicable rate will be documented in the Letter of Offer as part of the terms of the Investment Note.	Prepayment Fee is calculated based on outstanding Principal Amount which shall be distributed to the Investors.	To be paid together with prepayment of the outstanding Principal Amount where applicable.
7.	Withdrawal Processing Fee	At the applicable prevailing rate in force and published on our Platform at the time the withdrawal request is submitted.	Withdrawal Processing Fee is charged per transaction basis.	Payable upon completion of withdrawal of available funds.  For the avoidance of doubt, withdrawal processing fee in respect of issuance proceeds disbursement, it will be deducted from the aggregate Principal Amount received from the Investors.
8.	Miscellaneous Charges	The applicable rate will be documented in the Letter of Offer and/or as and when notified by us.	Such other fees and charges (including administrative fees for prepayment and late payment) 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 Issuer.

### **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 or payment of the Principal Amount, interest and/or profit (as the case may be), 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.