

The Terms and Conditions for Share Margin Financing/-i ("SMF/-i") following to the Fair Treatment to Financing Consumers

Sample of Changes Incorporated in the new revision:

No	Item	Existing Clause	Revised
1	Letter of Offer for Share Margin Financing/-i Facility	<p><u>NATURE OF FINANCING</u></p> <p>The Bank agrees to grant to you the SMF-i Facility, whereby the Facility Amount will be disbursed in accordance with the Shariah principles of Murabahah and Tawarruq. A combined application of both principles shall be referred to as "Commodity Murabahah via Tawarruq".</p>	<p><u>NATURE OF FINANCING</u></p> <p>The Bank agrees to grant to you the SMF-i Facility, and the facility amount ("Facility Amount") will be disbursed in accordance with the Shariah principles of Murabahah and Tawarruq. A combined application of both principles shall be referred to as "Commodity Murabahah via Tawarruq".</p>
		<p><u>DEFERRED SALE PRICE</u></p> <p>For the Commodity Sale, the Deferred Sale Price will be determined on the applicable commodity purchase date and which shall comprise the Principal Amount and the Profit Amount.</p>	<p><u>DEFERRED SALE PRICE</u></p> <p>For the sale of Commodity ("Commodity Sale"), the deferred sale price will be determined on the applicable commodity purchase date and which shall comprise the Principal Amount and the Profit Amount ("Deferred Sale Price").</p>
		<p><u>TAWARRUQ</u></p> <p>Tawarruq consists of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser under the first sale will then sell the same asset to a third party on a cash and spot basis.</p>	<p><u>TAWARRUQ</u></p> <p>Tawarruq consists of two sale and purchase contracts. The first involves the sale of an asset (for example crude palm oil (CPO), soy or metal like aluminium and copper, or a combination of available commodities) by a seller to a purchaser on a deferred basis. Subsequently, the purchaser under the first sale will then sell the same asset to a third party on a cash and spot basis.</p>

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		<p><u>PURCHASE PRICE</u></p> <p>An amount payable by the Bank to the commodity supplier for the purchase of the Commodity under the relevant Commodity Purchase, the aggregate of which shall not exceed the SMF-i Facility Amount at any point in time throughout the Facility Period (as defined herein).</p>	<p><u>PURCHASE PRICE</u></p> <p>An amount payable by the Bank to the commodity supplier for the purchase of any commodity as determined by us which is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from us as to the quality, condition, quantity and description and without liability on our part for any loss, damage or deterioration ("Commodity") under the relevant Commodity purchase ("Commodity Purchase"), the aggregate of which shall not exceed the SMF-i Facility Amount at any point in time throughout the Facility Period (as defined in this Letter of Offer).</p>
		<p><u>PAYMENT OF THE DEFERRED SALE PRICE</u></p> <p>You shall pay the Deferred Sale Price in respect of each Commodity Sale (subject to any deductions on the Profit Amount portion and/or the Principal Amount portion of the Deferred Sale Price pursuant to the application of Ibra') on demand. The payment of the Deferred Sale Price is subject to the periodic review at the sole and absolute discretion of the Bank.</p>	<p><u>PAYMENT OF THE DEFERRED SALE PRICE</u></p> <p>You shall pay the Deferred Sale Price in respect of each Commodity Sale (subject to any deductions on the Profit Amount portion and/or the Principal Amount portion of the Deferred Sale Price pursuant to the application of Ibra') on demand. The payment of the Deferred Sale Price is subject to periodic review at the discretion of the Bank</p>
		<p><u>FACILITY PERIOD</u></p> <p>Maximum of 5 years and subject to periodic review at the sole and absolute discretion of the Bank.</p>	<p><u>FACILITY PERIOD</u></p> <p>Maximum of 5 years and subject to periodic review at the discretion of the Bank.</p>
		<p><u>SECURITY</u></p> <p><u>Additional Share Margin Financing (2) totalling RM [****]</u></p>	<p><u>SECURITY</u></p> <p><u>Additional Share Margin Financing (2) totalling RM [****]</u></p>

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		<p>Against the pledge of public quoted Shariah-compliant and/or Sharian-compliant IPO shares (in respect of IPO financing), Shariah-compliant ESOS shares (in respect of ESOS financing), Term Deposit, Cash (in Ringgit Malaysia).</p>	<p>Against the pledge of public quoted Shariah-compliant and/or Shariah-compliant Initial Public Offerings ("IPO") shares (in respect of IPO financing), Shariah-compliant Employee Share Option Scheme ("ESOS") shares (in respect of ESOS financing), Term Deposit, Cash (in Ringgit Malaysia).</p>
		<p><u>FEES AND CHARGES</u></p> <p>The Customer shall bear the brokerage fee incurred for the Commodity Transaction ("Brokerage Fee") as published in the Product Disclosure Sheet for Share Margin Financing-i and/or on the Bank's website</p>	<p><u>FEES AND CHARGES</u></p> <p>The Customer shall bear the brokerage fee incurred for the commodity transaction as published in the Product Disclosure Sheet for Share Margin Financing-i and/or on the Bank's website.</p>
		<p><u>COMPENSATION (TA'WIDH)</u></p> <p>1) You shall be liable to pay the Bank's compensation as follows:</p> <p>(a) For any failure on your part to pay the payment due under the SMF-Facility from the date of first disbursement until the date of maturity of the SMF-i Facility, you shall pay compensation charges to the Bank at the compensation rate of one percent (1%) per annum on the overdue installment amount or any other method approved by Bank Negara Malaysia (BNM).</p> <p>(b) For any failure to pay any amount overdue and which failure continues beyond the maturity of the SMF-i Facility, the compensation rate that shall be applied is not exceeding BNM's prevailing Islamic Interbank Money Market Rate on the balance of the</p>	<p><u>COMPENSATION (TA'WIDH)</u></p> <p>1) You shall be liable to pay the Bank's compensation as follows:</p> <p>(a) For any failure on your part to pay the payment due under the SMF-i Facility from the date of first disbursement until the date of maturity of the SMF-i Facility, you shall pay compensation charges to the Bank at the compensation rate of one percent (1%) per annum on the overdue installment amount or any other method approved by BNM.</p> <p>(b) For any failure to pay any amount overdue and which failure continues beyond the maturity of the SMF-i Facility, the compensation rate that shall be applied is a rate not exceeding BNM's prevailing Islamic Interbank Money Market Rate on the balance of</p>

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		<p>overdue amount or any other method approved by BNM.</p> <p>2) The amount of such compensation shall not be compounded on the Facility Amount.</p> <p>3) The compensation at the aforesaid rate shall be payable by you after as well as before any judgment or order of court.</p>	<p>the overdue amount or any other method approved by BNM.</p> <p>2) The amount of such compensation shall not be compounded on the Facility Amount.</p> <p>3) The compensation at the aforesaid rate shall be payable by you both before and after any judgment or order of court.</p>
		<p><u>CONDITIONS PRECEDENT FOR UTILISATION</u></p> <p>In addition to the condition precedent for utilization as stipulated in the Appendix II annexed hereto, you shall fulfill the following conditions precedent before you are allowed to utilize on the SMF-i Facility: -</p> <p>(a) you shall fail to comply with any of the condition precedent referred above and/or in Appendix II annexed hereto; and/or</p> <p>(b) there has been a material adverse change in your condition, financial or otherwise after the date of this Letter of Offer;</p> <p>you will not be entitled to utilize the SMF-i Facility and the Bank shall be entitled to cancel the SMF-i Facility hereby granted without any prior notice to you and you shall be liable to reimburse and/or indemnify the Bank for all cost and expenses (including legal costs and expenses) incurred by the Bank in connection with the approval and/or granting of the SMF-i Facility to you.</p>	<p><u>CONDITIONS PRECEDENT FOR UTILISATION</u></p> <p>In addition to the conditions precedent for utilisation as stipulated in the Appendix II annexed to this Letter of Offer, you shall fulfill the following conditions precedent before you are allowed to utilise the SMF-i Facility: -</p> <p>(a) you fail to comply with any of the conditions precedent referred above and/or in Appendix II annexed to this Letter of Offer; and/or</p> <p>(b) there has been a material adverse change in your condition, financial or otherwise after the date of this Letter of Offer;</p> <p>you will not be entitled to utilise the SMF-i Facility and the Bank shall be entitled to cancel the SMF-i Facility granted with prior written notice to you. You shall be liable to reimburse and/or indemnify the Bank for all cost and expenses (including legal costs and expenses) incurred by the Bank in connection with the approval and/or granting of the SMF-i Facility to you, except where they arise from the gross negligence, wilful misconduct, wilful default or fraud of the Bank.</p>

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		<p><u>OTHER TERMS AND CONDITIONS</u></p> <p>1) You are required to maintain one or more Islamic Current Account(s) with the Bank</p> <p>2) You hereby expressly consent to and authorize the Bank and any company within the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents, to disclose, share and/or verify any information or documents in relation to you and/or any security party's affairs, (account(s), banking facilities (including this SMF-i Facility), directors, and/or substantial shareholders, from, to and/or with the following parties including, without limitation:</p> <p>(a) any company within the RHB Banking Group, whether within or outside Malaysia for any purpose including without limitation:</p> <p>(i) cross selling, marketing, and promotions of products and/or services of the RHB Banking Group; and</p> <p>(ii) conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of any of the company within the RHB Banking if applicable.</p> <p>3) The Bank shall have the right to disclose any information relating to you, any person providing security(ies) for the SMF-i Facility to: -</p> <p>(a) Bank Negara Malaysia, the Central Credit Bureau, Cagamas Bhd and such other authorities, regulators, or other parties as</p>	<p><u>OTHER TERMS AND CONDITIONS</u></p> <p>1) You are required to maintain one or more Islamic Current Account(s) with the Bank;</p> <p>2) You consent to and authorise the Bank and any company within the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents, to disclose, share and/or verify any information or documents in relation to the affairs of you and/or any person providing security(ies), account(s), banking facilities (including this SMF-i Facility), directors, and/or substantial shareholders, from, to and/or with the following parties:</p> <p>(a) any companies within the RHB Banking Group, whether within or outside Malaysia for the following purposes:</p> <p>(i) cross selling, marketing, and promotions of products and/or services of the RHB Banking Group; and</p> <p>(ii) conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of any of the companies within the RHB Banking Group, if applicable.</p> <p>3) The Bank shall have the right to disclose any information relating to you and/or any person providing security(ies) for the SMF-i Facility to: -</p> <p>(a) BNM, the Central Credit Bureau, Cagamas Bhd and such other authorities, regulators, or other parties as may be</p>

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		<p>may be authorized by law to obtain such information;</p> <p>(b) Companies which are now or in future may be within the RHB Banking Group;</p> <p>(c) Any person providing (security(ies) for the SMF-i Facility;</p> <p>(d) Solicitor and/or other agents in connection with the preparation of any facility or security documents hereunder or any action or proceeding for the recovery of the monies due and payable hereunder;</p> <p>(e) Any relevant supplier of halal and Shariah compliant goods in relation to the SMF-i Facility; and</p> <p>(f) Any potential assignee, participant in the secondary debt market, novatee of the Bank's right in relation to you or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.</p> <p>4) You similarly allow the Bank to obtain and consent to the Bank obtaining any information relating to you, your business, your directors and shareholders, and relating to your security party (if applicable) from third parties for the purpose of processing, reviewing and assessing the SMF-i Facility and your performance of your obligations thereunder.</p> <p>5) Whenever required by the Bank, the Customer shall provide and shall cause its directors, officers, shareholders and Security Party to provide written consent (in a form which may be prescribed by the Bank) for any credit reporting agency to disclose to the Bank their credit report and credit information for the purpose of the Bank's review of the Facilities. In the event the consents required by the Bank</p>	<p>authorised by law to obtain such information;</p> <p>(b) Companies which are now or may in the future be within the RHB Banking Group;</p> <p>(c) Any person providing security(ies) for the SMF-i Facility;</p> <p>(d) Solicitors and/or other agents in connection with the preparation of any facility or security documents or any action or proceeding for the recovery of the monies due and payable under this Letter of Offer;</p> <p>(e) Any relevant supplier of halal and Shariah compliant goods in relation to the SMF-i Facility; and</p> <p>(f) Any potential assignee, participant in the secondary debt market, novatee of the Bank's right in relation to you or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.</p> <p>4) You allow the Bank to obtain and consent to the Bank obtaining any information relating to you, your business, your directors and shareholders, and relating to your security party (if applicable) from third parties for the purpose of processing, reviewing and assessing the SMF-i Facility and your performance of your obligations under the SMF-i Facility.</p> <p>5) Whenever required by the Bank, the Customer shall provide and shall cause its directors, officers, shareholders and security party to provide written consent (in a form which may be prescribed by the Bank) for any credit reporting agency to disclose to the Bank their credit report and credit information for the</p>

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		<p>are not provided, the Bank shall be entitled to recall the Facilities and the entire amount outstanding shall become immediately due and payable.</p> <p>6) The terms and conditions in Appendix I shall apply for the financing of Initial Public Offerings (IPO) shares.</p> <p>7) Any amount utilised in excess of the Facility Amount ("Excess Amount") shall be treated as a loan from the Bank based on the Shariah principle of Qardh and shall be payable immediately by the Customer, or not later than the seventh (7th) business day from the date the Excess Amount was utilised.</p> <p>8) In the event that the Excess Amount remains unpaid after the seventh (7th) business day from date the Excess Amount was utilized, it is hereby agreed that the Customer shall pay the Bank, by way of compensation (ta'widh), an additional sum equivalent to the BNM's prevailing Islamic Interbank Money Market Rate on the Excess Amount from the seventh (7th) business day from the date of utilization of the Excess Amount until date of full payment and/or settlement, PROVIDED ALWAYS that the abovesaid ta'widh rates may be varied by the Shariah Advisory Council for Islamic Banking and Takaful of Bank Negara Malaysia or the Shariah Committee of the Bank from time to time and upon receipt of the variation thereof, the ta'widh shall be applied in such manner as approved by the Shariah.</p>	<p>purpose of the Bank's review of the SMF-i Facility. In the event the consents required by the Bank are not provided, the Bank shall be entitled to recall the SMF-i Facility with prior written notice to the Customer and the entire amount outstanding shall become immediately due and payable.</p> <p>6) The terms and conditions in Appendix I shall apply for the financing of IPO shares.</p> <p>7) Any amount utilised in excess of the Facility Amount ("Excess Amount") shall be treated as a loan from the Bank based on the Shariah principle of Qardh and shall be payable immediately by the Customer, or not later than the seventh (7th) calendar day from the date the Excess Amount was utilised.</p> <p>8) In the event that the Excess Amount remains unpaid after the seventh (7th) calendar day from date the Excess Amount was utilised, it is agreed that the Customer shall pay the Bank, by way of compensation (ta'widh), an additional sum equivalent to BNM's prevailing Islamic Interbank Money Market Rate on the Excess Amount from the eighth (8th) business day from the date of utilisation of the Excess Amount until date of full payment and/or settlement,</p>
		<p><u>ANNEXURES</u></p> <p>Save as amended herein, the terms and conditions set out in the annexures to the Standard Terms and</p>	<p><u>ANNEXURES</u></p> <p>Save as amended in this Letter of Offer, the terms and conditions set out in the annexures to the</p>

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		<p>Conditions Covering Share Margin Financing-i (annexed as Appendix II) and/or Appendices as annexed hereto are an integral part of the Bank's Letter of Offer, and in the event of any conflict or discrepancy between the terms and conditions on the Letter of Offer and the terms and conditions in the Annexure and/or Appendices, the terms and conditions in this Letter of Offer shall prevail.</p> <p>The Bank reserves the right with or without prior written notice to you to amend, and/or impose additional terms and conditions at any time and from time to time in its sole discretion.</p>	<p>Standard Terms and Conditions Covering Share Margin Financing-i (annexed as Appendix II) and/or Appendices as annexed to this Letter of Offer are an integral part of this Letter of Offer, and in the event of any conflict or discrepancy between the terms and conditions on this Letter of Offer and the terms and conditions in the Annexure and/or Appendices, the terms and conditions in this Letter of Offer shall prevail.</p> <p>The Bank reserves the right, by giving twenty one (21) calendar days' prior written notice with valid reason(s) to you, to amend, and/or impose additional terms and conditions at any time and from time to time in its discretion</p>
2	Memorandum of Deposit	<p>"MCD" means Malaysian Central Depository Sdn Bhd (Company No: 165570-W), its successors and assignees and its nominees.</p> <p>"MCD Scripless Securities" means all deposited securities as defined in section 2(1) of the Securities Industry (Central Depositories) Act 1991.</p> <p>"Person" includes any individual, company or corporation.</p>	<p>"BMD" means Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W)), its successors and assignees and its nominees.</p> <p>"BMD Scripless Securities" means all deposited securities as defined in section 2(1) of the Securities Industry (Central Depositories) Act 1991.</p> <p>"Person" includes any individual, company or corporation.</p>

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		<p>"Secured Amount" means all outstanding Deferred Sale Price and all such sums of money (whether principal, profit or otherwise) and any other aggregate indebtedness which are now, or shall from time to time and at any time, be due, owing or otherwise payable to the Bank by the Customer under or in respect of the Facility and/or this Memorandum, or otherwise howsoever arising or which the Customer may be or become liable to pay to the Bank in any manner and for any reason whatsoever, and all other liabilities whether certain or contingent or for any payments, credits or advances made to or for the use of, accommodation of or on behalf of the Customer, together with profit and/or compensation in all cases aforesaid, and</p>	<p>"Secured Amount" means all outstanding Deferred Sale Price and all such sums of money (whether principal, profit or otherwise) and any other aggregate indebtedness which are now, or shall from time to time and at any time, be due, owing or otherwise payable to the Bank by the Customer under or in respect of the Facility and/or this Memorandum, or otherwise howsoever arising or which the Customer may be or become liable to pay to the Bank in any manner and for any reason, and all other liabilities whether certain or contingent or for any payments, credits or advances made to or for the use of, accommodation of or on behalf of the Customer, together with profit and/or compensation in all cases aforesaid, and</p>

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		<p>other usual bankers' charges and commissions and include, without limitation, all and any amounts which are secured or intended to be secured by this Memorandum and where the context permits or requires, include any part or balance of such amounts.</p> <p>"Securities" shall have the meaning ascribed thereto in Clause 2.3.</p>	<p>other usual bankers' charges and commissions and includes all and any amounts which are secured or intended to be secured by this Memorandum and where the context permits or requires, includes any part or balance of such amounts.</p> <p>"Securities" shall have the meaning as stated in Clause 2.3.</p>
		<p>1.2.3 Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto</p>	<p>1.2.3 Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant to such statutory provision.</p>
		<p>2.2 The Customer hereby: -</p> <p>2.2.1 Charges in favour of the Bank all shares, stocks, bonds, debentures, certificates of deposit and other securities of any kind whatsoever which are now or may at any time after the date of this Memorandum be in the Bank's possession or held in the Bank's name or to its order or deposited with the Bank or its</p>	<p>2.2 The Customer: -</p> <p>2.2.1 Charges in favour of the Bank all shares, stocks, bonds, debentures, certificates of deposit and other securities of any kind which are now or may at any time after the date of this Memorandum be in the Bank's possession or held in the Bank's name or to its order or deposited with the Bank or its agents or representatives</p>

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		<p>agents or representatives or correspondents or lodged with, or transferred to, the Bank or its nominees or registered in its or their names by the Customer or on the account of the Customer by the Customer or by others in the name, or for the account of, the Customer, whether for safe custody, collection, negotiation, security or for any specific purpose or generally.</p> <p>2.2.2 Charges and/or assigns and agrees to charge and/or assign absolutely in the Bank's favour all the MCD Scripless Securities which are at any time and from time to time held on the Customer's behalf or for the Customer's account or the account of the Customer's nominee or in which the Customer has a beneficial interest and all other scripless securities (including, without limitation, all book-entry Government securities and all securities held by any clearance system on behalf of or for the Customer's account or the- account of the Customer's nominee) which are now or at any time after the date of this Memorandum from time to time transferred to or held to the Bank's order or for its benefit.</p>	<p>or correspondents or lodged with, or transferred to, the Bank or its nominees or registered in its or their names by the Customer or on the account of the Customer by the Customer or by others in the name, or for the account of, the Customer, whether for safe custody, collection, negotiation, security or for any specific purpose or generally.</p> <p>2.2.2 Charges and/or assigns and agrees to charge and/or assign absolutely in the Bank's favour all the BMD Scripless Securities which are at any time and from time to time held on the Customer's behalf or for the Customer's account or the account of the Customer's nominee or in which the Customer has a beneficial interest and all other scripless securities (including all book-entry Government securities and all securities held by any clearance system on behalf of or for the Customer's account or the account of the Customer's nominee) which are now or at any time after the date of this Memorandum from time to time transferred to or held to the Bank's order or for its benefit.</p> <p>2.3 The security created under or pursuant to Clause 2.2 above shall affect, and the securities so charged, assigned or over which a security interest has been created</p>

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		<p>2.3 The security created under or pursuant to Clause 2.2 above shall affect, and the securities so charged, assigned or over which a security interest has been created shall include, all interests, benefits, rights and entitlements arising from them or attaching to them including dividends, profits, rights, moneys or property accruing at any time by way of allotment, conversion, substitution, redemption, accretion, bonus, benefit, preference, option or otherwise to or in respect of any of the stocks, shares and securities, the MCD Scripless Securities, and all other scripless securities referred to above and the proceeds of any sale and redemption and any payment or receipt of, on or in respect of any of them ("the Accruals") (the securities charged and/or assigned or over which the security interest has been created under or pursuant to Clause 2.2 above together with all Accruals collectively called "the Securities").</p> <p>2.4 The Customer undertakes that the Customer shall transfer or cause to be transferred the MCD Scripless Securities into the account established by MCD for the recording of deposit or withdrawals of MCD Scripless Securities opened by, for or on behalf of the Bank, its nominees or such person as the Bank may direct.</p>	<p>shall include, all interests, benefits, rights and entitlements arising from them or attaching to them including dividends, profits, rights, monies or property accruing at any time by way of allotment, conversion, substitution, redemption, accretion, bonus, benefit, preference, option or otherwise to or in respect of any of the stocks, shares and securities, the BMD Scripless Securities, and all other scripless securities referred to above and the proceeds of any sale and redemption and any payment or receipt of, on or in respect of any of them ("the Accruals") (the securities charged and/or assigned or over which the security interest has been created under or pursuant to Clause 2.2 above together with all Accruals collectively called "the Securities").</p> <p>2.4 The Customer undertakes that the Customer shall transfer or cause to be transferred the BMD Scripless Securities into the account established by BMD for the recording of deposits or withdrawals of BMD Scripless Securities opened by, for or on behalf of the Bank, its nominees or such person as the Bank may direct.</p> <p>2.5 The Customer undertakes that, in respect of the Securities (other than the BMD Scripless Securities) charged and/or assigned by or pursuant to this</p>

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		<p>2.5 The Customer hereby undertakes that, in respect of the Securities (other than the MCD Scripless Securities) charged and/or assigned by or pursuant to this Memorandum, the Customer will after the execution of this Memorandum or (as the case may be), on each occasion on which the Customer becomes beneficially entitled to such Securities, the Customer will deliver or cause to be delivered to the Bank all certificates (if any) for such Securities together with the transfers relating thereto executed in blank or certificates, if any, for such Securities in the Bank's name, or as the Bank may direct, the Nominee or any other nominee as the Bank may specify.</p> <p>2.6 Without prejudice to the above, the Customer hereby agrees that the Customer shall, at the Customer's own expense, execute and do all such assurances, acts and things as the Bank may require for creating, perfecting or protecting the security over the Securities or any part thereof (including the giving of any notice of an assignment or charge over the Securities in such form as the Bank may require) or for facilitating the realisation of the Securities and the exercise of all powers, authorities and discretions vested in the Bank.</p>	<p>Memorandum, the Customer will after the execution of this Memorandum or (as the case may be), on each occasion on which the Customer becomes beneficially entitled to such Securities, the Customer will deliver or cause to be delivered to the Bank all certificates (if any) for such Securities together with the transfers relating to the Securities executed in blank or certificates, if any, for such Securities in the Bank's name, or as the Bank may direct, the nominee or any other nominee as the Bank may specify.</p> <p>2.6 The Customer agrees that the Customer shall, at the Customer's own expense, execute and do all such assurances, acts and things as the Bank may require and notify for creating, perfecting or protecting the security over the Securities or any part of the Securities (including the giving of any notice of an assignment or charge over the Securities in such form as the Bank may require and notify) or for facilitating the realisation of the Securities and the exercise of all powers, authorities and discretions vested in the Bank.</p> <p>2.7 The Customer represents and warrants to the Bank that the Securities are within and will remain within the Customer's beneficial ownership, disposition and control and free from any restriction on</p>

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		<p>2.7 The Customer represents and warrants to the Bank that the Securities are within and will remain within the Customer's beneficial ownership, disposition and control and free from any restriction on transfer and from any prior mortgage, lien, security or other encumbrance whatever. The Customer undertakes not to (or agree or attempt to) sell, transfer, assign, charge or encumber the Securities or any part of them other than as contemplated by Clause 3 below.</p> <p>2.8 If at any time any securities shall be deposited with or transferred to the Bank by the Customer in substitution for or in addition to the Securities over which security is created pursuant to Clause 2.2.1 or Clause 2.2.2, such securities shall be deemed to be part of the Securities over which security is created pursuant to Clause 2.2.1 or Clause 2.2.2 and shall forthwith become subject to all the terms of this Memorandum, so that the representation and warranty in Clause 2.5 above shall be deemed to apply to such substituted or additional securities.</p> <p>2.9 The security created under or pursuant to this Memorandum shall: - 2.9.1 be a continuing security, notwithstanding any intermediate payment or settlement of account, for the</p>	<p>transfer and from any prior mortgage, lien, security or other encumbrance. The Customer undertakes not to (or agree or attempt to) sell, transfer, assign, charge or encumber the Securities or any part of them other than as contemplated by Clause 3 below.</p> <p>2.8 If at any time any securities shall be deposited with or transferred to the Bank by the Customer in substitution for or in addition to the Securities over which security is created pursuant to Clause 2.2.1 or Clause 2.2.2, such securities shall be deemed to be part of the Securities over which security is created pursuant to Clause 2.2.1 or Clause 2.2.2 and shall immediately become subject to all the terms of this Memorandum, so that the representation and warranty in Clause 2.7 above shall be deemed to apply to such substituted or additional securities.</p> <p>2.9 The security created under or pursuant to this Memorandum shall: - 2.9.1 be a continuing security, despite any intermediate payment or settlement of account, for the payment of the sums and the satisfaction of the Secured Amount and is to be in addition to and without affecting any other security, guarantee, indemnity, right of</p>

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		<p>payment of the sums and the satisfaction of the Secured Amount and is to be in addition to and without prejudice to, any other security, guarantee, indemnity, right of set-off, lien or the like which the Bank may now or hereafter hold or to which the Bank may at any time be entitled by law in respect thereof. In the event of the commencement, at any time, of the insolvency, bankruptcy, winding-up or analogous proceedings of the Customer or of the security created under or pursuant to this Memorandum ceasing for any reason to be binding on the Customer, the Bank may at any time open a fresh account in the name of the Customer. No moneys paid into any such fresh account thereafter shall discharge or reduce the amount recoverable pursuant to this Memorandum. If the Bank did not open a new account for such purposes, the Bank shall nevertheless be treated as if it had done so at such time when the Bank received or was deemed to have received notice of any of the aforementioned events and as from that time all payments made by or on the Customer's behalf to it shall be treated as having been credited</p>	<p>set-off, lien or the like which the Bank may now or at any time hold or to which the Bank may at any time be entitled by law.</p> <p>In the event of the commencement, at any time, of the insolvency, bankruptcy, winding-up or analogous proceedings of the Customer, or of the security created under or pursuant to this Memorandum ceasing for any reason to be binding on the Customer, the Bank may at any time open a fresh account in the name of the Customer. No monies paid into any such fresh account shall discharge or reduce the amount recoverable pursuant to this Memorandum. If the Bank did not open a new account for such purposes, the Bank shall nevertheless be treated as if it had done so at such time when the Bank received notice of any of the above events and as from that time all payments made by or on the Customer's behalf to it shall be treated as having been credited to the new account and shall not operate to reduce the amount due from the Customer to the Bank at such time; remain binding on the Customer despite any</p> <p>2.9.2</p>

No	Item	Existing Clause	Revised
		<p>2.9.2 to the new account and shall not operate to reduce the amount due from the Customer to the Bank at such time; remain binding on the Customer notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Bank or the assets of the Bank and for this purpose this Memorandum and all rights conferred on the Bank under this Memorandum may be assigned or transferred by the Bank accordingly; and</p> <p>2.9.3 be additional and without prejudice to any other security which the Bank may hold from time to time.</p>	<p>2.9.3 amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Bank or the assets of the Bank and for this purpose this Memorandum and all rights conferred on the Bank under this Memorandum may be assigned or transferred by the Bank accordingly; and be additional to any other security which the Bank may hold from time to time.</p>
		<p>3 Power of Attorney</p> <p>The Customer hereby irrevocably appoints the Bank, its servants or agents or any person nominated by the Bank under the hand of any Director, Secretary or Manager or any Officer for the time being of the Bank ("the Attorney") to be the Customer's Attorney for the Customer and in the Customer's name to execute and do all such assurances, acts and things which the Customer ought to or is obliged to do under the terms and conditions contained in this Memorandum and generally in the Customer's name or otherwise and on the Customer's behalf to exercise all or any of the powers, authorities and discretions conferred</p>	<p>3 Power of Attorney</p> <p>The Customer hereby irrevocably appoints the Bank, its servants or agents or any person nominated by the Bank under the hand of any Director, Secretary or Manager or any Officer for the time being of the Bank ("the Attorney") to be the Customer's Attorney for the Customer and in the Customer's name to: -</p> <p>3.1 execute and do all such assurances, acts and things which the Customer ought to or is obliged to do under the terms and conditions contained in this Memorandum;</p>

No	Item	Existing Clause	Revised
		<p>by or pursuant to this Memorandum or the Companies Act 2016, the Securities Industry (Central Depositories) Act 1991 or any Regulations thereunder on the Bank or any of its servants or agents or person nominated by the Bank as aforesaid, and the Attorney is hereby authorised to sign, seal, execute, enter into, acknowledge, perfect, deliver all deeds, acts, things, instruments, documents as shall be requisite for or in relation to the aforesaid purpose. The Customer hereby undertakes to ratify whatsoever that the Attorney shall lawfully do or cause to be done by virtue of this provision and to fully and effectually indemnify the Attorney forthwith upon demand against all loss, damage, costs, expenses, charges (including legal costs on a full indemnity basis) properly incurred by the Attorney hereunder. This power of attorney shall be irrevocable by the Customer until such time as the Bank releases the Customer in writing from all its liabilities and obligations in respect of the Secured Amount.</p>	<p>3.2 generally in the Customer's name or otherwise and on the Customer's behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Memorandum or the Companies Act 2016, the Securities Industry (Central Depositories) Act 1991 or any Regulations under the Companies Act 2016 and the Securities Industry (Central Depositories) Act 1991 on the Bank or any of its servants or agents or person nominated by the Bank as aforesaid,</p> <p>3.3 sign, seal, execute, enter into, acknowledge, perfect and deliver all deeds, acts, things, instruments, documents as shall be requisite for or in relation to the aforesaid purpose.</p> <p>The Customer undertakes to ratify whatsoever that the Attorney shall lawfully do or cause to be done by virtue of this provision and to fully and effectually indemnify the Attorney immediately upon demand against all loss, damage, costs, expenses, charges (including legal costs on a full indemnity basis) properly incurred by the Attorney under this Memorandum, save and except where such loss, damage, costs, expenses and charges arise from the gross negligence, wilful misconduct, wilful default or fraud of the Attorney. This power of attorney shall be irrevocable by the Customer until such time as the Bank releases the Customer in writing from</p>
		4 Undertakings	4 Undertakings

No	Item	Existing Clause	Revised
		<p>4.1 The Customer undertakes to maintain such margin of security in relation to the Secured Amount as may from time to time be required by the Bank and to provide immediately on demand by the Bank, additional security approved by the Bank on the terms of this Memorandum.</p> <p>4.2 The Customer hereby undertakes and agrees with the Bank that, during the continuance of the security created under or pursuant to this Memorandum, the Customer shall: -</p> <p>4.2.1 not withdraw the whole or part of the Securities and shall not transfer, sell, dispose of or otherwise deal with or grant or suffer to arise any third party right over or against the whole or any part of the Securities or purport so to do and not do or omit to do any act or thing which may in any way delay or prejudice the Bank's right to the Securities;</p> <p>4.2.2 in the case of Securities represented by scrip, deposit with the Bank at such place or places as the Bank may from time to time direct all certificates or other instruments relating to the Securities and any other amounts as aforesaid together where appropriate, with all such necessary forms of transfer or other instructions, duly executed in the Bank's favour, as the Bank may from time to time require; and</p> <p>4.2.3 at any time if and when required by the Bank, execute such further assignments, charges, authorities</p>	<p>4.1 The Customer undertakes to maintain such margin of security in relation to the Secured Amount as may from time to time be required and notified by the Bank and to provide immediately on demand by the Bank, additional security approved by the Bank on the terms of this Memorandum.</p> <p>4.2 The Customer undertakes and agrees with the Bank that, during the continuance of the security created under or pursuant to this Memorandum, the Customer shall: -</p> <p>4.2.1 not withdraw the whole or any part of the Securities and shall not transfer, sell, dispose of or otherwise deal with or grant or suffer to arise any third party right over or against the whole or any part of the Securities or purport so to do and not do or omit to do any act or thing which may in any way delay or affect the Bank's right to the Securities;</p> <p>4.2.2 in the case of Securities represented by scrip, deposit with the Bank at such place or places as the Bank may from time to time direct all certificates or other instruments relating to the Securities and any other amounts as aforesaid together where appropriate, with all such necessary forms of transfer or other instructions, duly executed in the Bank's favour, as the Bank may from time to time require and notify; and</p> <p>4.2.3 at any time if and when required by the Bank, execute such further assignments, charges, authorities</p>

No	Item	Existing Clause	Revised
		<p>and other documents as the Bank may from time to time require for perfecting the Bank's title to or for vesting or enabling it to vest the full benefit of the Securities in the Bank or the Bank's nominees or any purchaser, such documents to be prepared by or on the Bank's behalf at the cost of the Customer and to contain such provisions for the Bank's benefit as the Bank may require.</p>	<p>and other documents as the Bank may from time to time require and notify for perfecting the Bank's title to or for vesting or enabling it to vest the full benefit of the Securities in the Bank or the Bank's nominees or any purchaser, such documents to be prepared by or on the Bank's behalf at the cost of the Customer and to contain such provisions as the Bank may require and notify.</p>
		<p>6 Remedies on default</p> <p>6.1 If the Customer fails to pay or satisfy any of the Secured Amount or fails to comply with any of the Customer's obligations under this Memorandum or upon the happening of any one or more of the events of default as set out in the Letter of Offer("Event of Default"), the Bank, may without further notice, sell or dispose of all or any part of the Securities in such manner and for such consideration (whether payable or deliverable immediately or by instalments) as the Bank may, in its absolute discretion, think fit.</p> <p>6.2 The Bank may apply the proceeds of sale in or towards discharge of the costs and expenses so incurred and of the Secured Amount without prejudice to the right of the Bank to recover any shortfall from the Customer and any surplus shall be paid to the Customer or to any other person legally entitled thereto. The Bank may give a good discharge of any moneys received in exercise of such power of sale or disposal</p>	<p>6 Remedies on default</p> <p>6.1 If the Customer fails to pay or satisfy any of the Secured Amount or fails to comply with any of the Customer's obligations under this Memorandum or upon the happening of any one or more of the events of default as set out in the Letter of Offer("Event of Default"), the Bank, may with prior written notice to the Customer, sell or dispose of all or any part of the Securities in such manner and for such consideration (whether payable or deliverable immediately or by instalments) as the Bank may, in its discretion, think fit.</p> <p>6.2 The Bank may apply the proceeds of sale in or towards discharge of the costs and expenses so incurred and of the Secured Amount without affecting the right of the Bank to recover any shortfall from the Customer and any surplus shall be paid to the Customer or to any other person legally entitled to the surplus. The Bank may give a good discharge of any monies received in</p>

No	Item	Existing Clause	Revised
		<p>and for any rights, moneys or property receivable in respect of the Securities.</p> <p>6.3 The Customer shall have no right or claim against the Bank in respect of any loss on such sale however caused and whether or not a better price could or might have been obtained on the sale of the Securities or any of them or for any loss or depreciation in value of any of the Securities arising from or through any cause whatsoever.</p>	<p>exercise of such power of sale or disposal and for any rights, monies or property receivable in respect of the Securities.</p> <p>6.3 The Customer shall have no right or claim against the Bank in respect of any loss on such sale however caused and whether or not a better price could or might have been obtained on the sale of the Securities or any of them or for any loss or depreciation in value of any of the Securities arising from or through any cause,</p>
		<p>7 Certification</p> <p>A certificate or statement by an officer of the Bank as to the amount of any Secured Amount or of any credit balance on any of the Customer's accounts with the Bank at any time shall be conclusive and binding upon the Customer unless manifestly incorrect and shall be admissible as evidence against the Customer for all purposes, not limited to legal proceedings.</p>	<p>7 Certification</p> <p>A certificate or statement by an officer of the Bank as to the amount of any Secured Amount or of any credit balance on any of the Customer's accounts with the Bank at any time shall be conclusive and binding upon the Customer unless manifestly incorrect and shall be admissible as evidence against the Customer for all purposes, including legal proceedings.</p>
			<p>8 Set-off and currency conversion</p> <p>8.2 This shall apply even if the credit balances on such accounts and liabilities on any other accounts may not be expressed in the same currency and the Bank is authorised to effect any necessary conversions at the Bank's prevailing rate of exchange.</p>
		<p>9 Notices</p> <p>9.1 Any demand or notice by the Bank may be delivered personally to the Customer or sent</p>	<p>9 Notices</p> <p>9.1 Any demand or notice by the Bank may be delivered personally to the Customer or</p>

No	Item	Existing Clause	Revised
		<p>to the Customer by post, telex, facsimile transmission or other electronic media at the Customer's address set out above or such other address notified in writing to the Bank. Any such notice or demand shall be deemed to have been received by the Customer five (5) days after posting (where sent by prepaid post), immediately on delivery (where delivered personally) and immediately upon transmission, (where sent by telex, facsimile transmission or other electronic media) whether or not it is actually received.</p>	<p>sent to the Customer by post, telex, facsimile transmission or other electronic media at the Customer's address set out above or such other address notified in writing to the Bank. Any such notice or demand shall be deemed to have been received by the Customer five (5) days after posting (where sent by prepaid post), immediately on delivery (where delivered personally) and immediately upon transmission, (where sent by telex, facsimile transmission or other electronic media), unless there is contrary evidence that such demand or notice was in fact not received.</p>
		<p>10 Expenses</p> <p>The Customer shall pay: -</p> <p>10.1 on demand, all costs and expenses (including legal fees and all, value added and other duties or taxes payable on such costs and expenses) incurred by the Bank in connection with the preparation, negotiation or entry into of this Memorandum, and/or any amendment of, supplement to or waiver in respect of this Memorandum;</p> <p>10.2 on demand, all costs and expenses (including legal fees on a full indemnity basis and all, value added and other duties or taxes payable on such costs and expenses) incurred by the Bank in protecting or enforcing any rights under this Memorandum and/or any such amendment, supplement or waiver; and</p>	<p>10 Expenses</p> <p>The Customer shall pay: -</p> <p>10.1 on demand in writing, all costs and expenses (including legal fees on a full indemnity basis and all value added and other duties or taxes payable on such costs and expenses) incurred by the Bank in connection with the preparation, negotiation or entry into of this Memorandum, and/or any amendment of, supplement to or waiver in respect of this Memorandum;</p> <p>10.2 on demand in writing, all costs and expenses (including legal fees on a full indemnity basis and all value added and other duties or taxes payable on such costs and expenses) incurred by the Bank in protecting or enforcing any rights under this Memorandum and/or any such</p>

No	Item	Existing Clause	Revised
		<p>10.3 promptly, and in any event before any amount becomes payable, any value added, stamp, documentary, registration or similar duty or tax payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Memorandum and/or any such amendment, supplement or waiver, and shall indemnify the Bank against any liability with respect to or resulting from any delay in payment or omission to pay any such duty or tax</p> <p>and the Bank is authorised to deduct any account of the Customer with the Bank with the said costs, expenses, charges and duties.</p>	<p>amendment, supplement or waiver; and</p> <p>10.3 promptly, and in any event before any amount becomes payable, any value added, stamp duty, documentary, registration or similar duty or tax payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Memorandum and/or any such amendment, supplement or waiver, and shall indemnify the Bank against any liability with respect to or resulting from any delay in payment or omission to pay any such duty or tax (except where the same arises from the gross negligence, wilful misconduct, wilful default or fraud of the Bank),</p> <p>and the Bank is authorised to deduct any account of the Customer with the Bank with the said costs, expenses, charges and duties, with seven (7) calendar days' prior written notice to the Customer.</p>
		<p>13 Information Disclosure</p> <p>The Bank is hereby irrevocably authorised to disclose to any person which the Bank deems necessary, including a potential assignee or transferee under or by reference to this Memorandum or the Facility, such information about the Customer or any other party as made available to the Bank.</p>	<p>12 Information Disclosure</p> <p>The Customer consents to and authorises the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify information or documents pertaining to the Customer's affairs, account(s),</p>

No	Item	Existing Clause	Revised
			<p>facility(ies), directors and/or substantial shareholders to and/or with the following parties: -</p> <p>12.1 any companies within the RHB Banking Group, whether within or outside Malaysia for the following purposes:</p> <ul style="list-style-type: none"> (a) *cross-selling, marketing and promotions of products and/or services of the RHB Banking Group; (b) conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of RHB Investment Bank Berhad, if applicable; and (c) having access to the Customer's information and/or documents in relation to its securities and/or depository accounts maintained with RHB Investment Bank Berhad and/or the relevant central and/or authorised depositories, if applicable; <p>12.2 any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;</p> <p>12.3 any party(ies) providing security for purposes of facility(ies) granted to the Customers; agents of the RHB Banking Group, including vendors, merchants and/or third party service providers in connection with any products and/or</p>

No	Item	Existing Clause	Revised
			<p>services being provided by the RHB Banking Group;</p> <p>12.4 auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by the Customer, wherever applicable;</p> <p>12.5 credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and</p> <p>12.6 any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.</p> <p>*In the event that the Customer has opted-in in relation to the disclosure of information for the purpose of cross-selling, marketing and promotions, and the Customer subsequently wants to opt-out or vice versa, the Customer may contact their domicile branch to change the option.</p>

Disclaimer: Please make reference to the final Terms & Conditions (or other related documents) effective 30th June 2021