

STANDARD TERMS AND CONDITIONS

This Standard Terms and Conditions (“Terms and Conditions”) shall be read and construed as part of the following documents for the restructured facility (“Facility”):

- a) Notification letter on the offer for Indulgence (“Notification Letter”) issued by the Bank to the Customer;
- b) *Wakalah* Agreement and the attached Disbursement Request; and
- c) *Murabahah* Sale Contract.

Any terms and reference which have been defined in the above documents are applicable in this Terms and Conditions and vice versa.

The Customer hereby covenants and agrees that during the continuance of the Facility, all the provisions, covenants, stipulations, conditions, undertakings and agreements contained in the Existing Facility and its security documents, shall unless repugnant to Shariah principles or any of the provisions contained herein, be read as forming part of this Facility and shall be applicable with full force and effect as if the same were set out herein.

Notwithstanding the above, in the event of any inconsistency between the provisions of the Existing Facility and the terms in this Facility, the terms in this Facility shall prevail for the purpose of interpretation and enforcement of this Facility.

To activate the Revised Financing Terms of the Facility, the Bank hereby vary, amend and/or modify the terms and provisions of the existing security documents that the Customer have executed with the Bank to effect the Customer’s acceptance of the Offer for Indulgence. The Customer hereby irrevocably and unconditionally grant the Bank the right to execute/sign all documents, inclusive of any *akad* or any other Shariah financing documents (as applicable) and all such deeds and things as the Bank may deem fit and to ensure enforceability of the Revised Financing Terms and its security documents in accordance to any applicable laws, regulations and guidelines, directives, notices issued by Bank Negara Malaysia or any other body having supervisory authority over the Bank from time to time.

The Customer shall also irrevocably agree and unconditionally undertake to sign any documents or submit any documents or comply with any instruction as the Bank may deem fit, to ensure enforceability of the Revised Financing Terms.

The Bank retains the absolute right to cancel the Revised Financing Terms if the Customer or the security party(ies) fail to comply with any instructions issued by the Bank or where the Bank is of the opinion that the Bank’s rights and interests under the Revised Financing Terms may be jeopardized. In such cases, the Bank will notify the Customer on such decision.

Save for all rights of the Bank as revised under the Revised Financing Terms, all terms and conditions and other rights and interests of the Bank under the Existing Facility and its security documents shall remain valid and enforceable.

In addition, the Customer's indebtedness secured by Existing Facility and its security documents are now extended to cover the liabilities created under the Revised Financing Terms.

In the event and for whatever reasons should the Revised Financing Terms is held to be invalid or unenforceable, the Customer agrees that the Existing Facility and the security documents shall be valid and enforceable against the Customer and the security parties.

No. Terms and Conditions

A STANDARD CONDITIONS PRECEDENT

The Facility shall only be utilized by the Customer upon fulfillment of the following conditions precedent to the satisfaction of the Bank:-

1. completion of all legal and security documentation and the registration thereon at the relevant authorities (where applicable);
2. where applicable, Bank's receipt of a company search report conducted at the Companies Commission of Malaysia (CCM) confirming that there are no existing charges created over assets of the Customer and the Security Parties (if applicable) save as disclosed to and permitted by the Bank. If there are any charges created over the Customer's assets, there shall be no restriction on further indebtedness to be confirmed by the Bank's solicitor preparing the documentation;
3. where applicable, Bank's receipt of winding-up/bankruptcy searches reports conducted at *Jabatan Insolvency Malaysia's* office confirming that:
 - i. no winding-up order has been made against the Customer and the Security Parties;
 - ii. all the directors or partners of the Customer and the Security Parties(if applicable) are not adjudicated bankrupt and no bankruptcy proceedings are pending or taken against them; and
4. Bank's receipt of other documents as the Bank deems necessary.

B REPRESENTATIVES AND WARRANTIES

The Customer hereby represents and warrants to the Bank that:

1. the Customer has full legal right, authority, power and capacity to accept, execute and to raise the Facility and to perform the Customer's obligations under the terms in the Security documents;
2. the Customer is a company duly incorporated (or a partnership or a sole proprietorship duly registered, as the case may be) and validly existing under the laws of Malaysia and has full power and authority to carry on its present business as it is now being conducted;
3. the terms of the Notification Letter constitute legal, valid and binding obligations enforceable against the Customer and are and will be direct, unconditional and general obligations of the Customer;
4. all the necessary governmental, corporate, or other approvals, licenses, exemptions, registrations, recordings, filings or notarisation which are required or advisable to be obtained in connection with the acceptance, delivery, legality or enforceability of the security documents and the use of the Facility have been obtained and are in full force and effect;
5. the Customer's acceptance and execution of the security documents and the performance of the terms herein will not contravene or constitute a default under any provision contained in any agreement, instrument, law, regulation, license, permit or consent by which the Customer or any of its assets is bound or affected, order or decree of any governmental authority, agency or court to which the Customer is subject;
6. there are no existing agreements, mortgages, charges, debentures (whether fixed or floating) pledges, liens or any other form of encumbrances whatsoever in respect of any of the assets and properties of the Customer, except for encumbrance as disclosed to the Bank or encumbrance created in favour of the Bank;
7. there is no litigation, arbitration or administrative proceeding before any court, arbitrator, governmental authority or agency, initiated or pending or threatened against the Customer or its directors or shareholders, which would have a material adverse effect on the business or assets and properties or condition of the Customer or which would enjoin or restrain the execution or performance of the security documents;
8. the Customer is not in default under any agreement to which the Customer is a party or any of the Customer's assets is bound or affected or by which the Customer may be bound;
9. all information furnished or to be furnished by the Customer to the Bank in connection with the Facility are true and correct and there has been no omission which would render the information inaccurate or misleading in any material respect and there is no material omission in respect thereof, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry by the Customer;

10. the Customer has fully disclosed in writing to the Bank all facts relating to the Customer which the Customer knows or should reasonably know and which are material for disclosure to the Bank in the context of the Facility;
11. if applicable, all financial statements, last audited account, information and other data furnished by the Customer to the Bank are complete and correct, and have been prepared in accordance with generally accepted accounting principles and practices consistently applied and accurately and fairly represent the financial condition and results of operations of the Customer as of the date or dates to which they were made up. Since such date or dates there has been no change in the Customer's financial condition or results of operations sufficient to impair the Customer's ability to pay the Facility in accordance with the terms hereof;
12. the Customer has no contingent obligations, liabilities for taxes or other financial obligations which are material in the aggregate except as disclosed in the financial statements, information and other data furnished by the Customer to the Bank;
13. the Customer is not in default in the payment or performance of any of its obligations in respect of financed money and no Events of Default has occurred or is continuing;
14. as applicable, there is no bankruptcy or winding-up or dissolution proceeding currently pending or threatened against the Customer and the Customer has not commenced any action for voluntary winding up of the Customer;
15. the Customer is neither now or nor will it by accepting and performing this Notification Letter and utilizing the Facility be in default under this Notification Letter or any other existing mortgage, indenture, contract or debenture binding on the Customer or to which it is subject;
16. no violation of any provisions of legislation, Court Order, judgment and others has been committed by the Customer;
17. the execution, delivery and performance of the security documents and the use by the Customer of the proceeds of the Facility made hereunder for the purpose for which they are designated in accordance with the purpose of the Facility;
 - i. will not exceed the powers granted to the Customer or violate the provisions of (a) any law or regulation or any order or decree of any governmental authority, agency or Court to which it is subject; or (b) the Memorandum and Articles of Association of the Customer (if the Customer is a company); or (c) the partnership agreement of the Customer, if any, (if the Customer is a partnership); or (d) any mortgage, contract or other undertaking or instrument to which the Customer is a party or which is binding on the Customer or any of its assets; and

- ii. will not result in the creation or imposition of, or any obligation to create or impose any mortgage, lien, pledge or charge on any of its assets pursuant to the provisions of any such mortgage, contract or other undertaking or instrument.
18. the Customer has paid all quit rents, rates, taxes, assessments and other charges imposed or to be imposed by the Government or any other competent authorities and other charges or levies and other outgoings in respect of its asset

C AFFIRMATIVE COVENANTS

During the tenure of the Facility, the Customer shall:

1. carry on and conduct the Customer's business and affairs with all due diligence and efficiency and in accordance with sound financial and business standards and practices and in accordance with its Memorandum and Articles of Association (if the Customer is a company) or partnership agreement, if any, (if the Customer is a partnership);
2. rank its liabilities under the security documents equally and rateably (*pari passu*) in point of priority and security with all rights and other liabilities (both actual and contingent) except:
 - i. liabilities which are disclosed in writing to the Bank;
 - ii. liabilities which give rise to liens or rights of set off arising in the normal course of trading and the aggregate amount of which is not material; and
 - iii. liabilities which are preferred solely by Malaysian law and not by reason of any Security Interest;
3. furnish to the Bank all information reasonably required by the Bank in relation to the Customer's business and financial position;
4. keep full, proper and up-to-date accounts and furnish to the Bank within one hundred and eighty (180) days from the end of each of the Customer's financial year copies of the Customer's balance sheet, profit and loss account and report audited and certified by a qualified independent auditor; (applicable for Private Limited company only);
5. furnish to the Bank copies of the Customer's half yearly management accounts within sixty (60) days after the end of each half of the Customer's financial periods;
6. keep and maintain the Customer's present paid up share capital and any increases thereof (if the Customer is a company);
7. maintain in full force and effect all relevant authorisations (governmental and otherwise),

consents, licenses and rights and will promptly obtain any further authorisations which may become necessary to enable the Customer to own its assets, carry on its business and perform its obligations under, and any of the transactions contemplated by the security documents and pay all taxes levied on the Customer by the due date thereof;

8. carry out any registration, filing or notarisation of the security documents, pay any duty or tax and take any action whatsoever which may be necessary timeously or desirable to ensure the validity or enforceability in Malaysia of the liabilities and obligations of the Customer or the rights of the Bank under the security documents in accordance with their respective terms;
9. punctually pay and/or cause to be paid all rents, rates, taxes and all other outgoings payable in respect of the premises at which the Customer carry on business and properties which are security for the payment of the Facility;
10. appoint from time to time such auditor or firm of auditors acceptable to the Bank and authorize such auditor or firm of auditors to supply the Bank with a certified copy of any communication sent by such auditor to the Customer and further to communicate directly with the Bank at any time in respect of any matter connected with the Customer's accounts and operations subordinate all the Customer's existing account and future shareholder and/or directors and/or related companies advances to the Bank;
11. punctually pay all of its indebtedness whensoever and wheresoever occurred and due;
12. perform and carry out any and all of its obligations under the security documents timeously;
13. permit the Bank or any of their agents to inspect its books of accounts upon receipt of the prior written notice;
14. notify the Bank of the occurrence of any Events of Default or of any other occurrence of which the Customer becomes aware which in the Customer's reasonable opinion would have a material adverse effect on the Customer's ability to fully comply with its obligations hereunder and/or under the security documents or the ability of any Security Parties to fully comply with its obligation under any of the security documents, as the case may be, and provide the Bank with full details of any steps which it is taking, or is considering taking, in order to remedy or mitigate the effect of the Events of Default or otherwise in connection with it;
15. notify the Bank of any material event or adverse change in the condition (financial or otherwise) of the Customer or any of the Customer's related companies and of any litigation or other proceedings of any nature whatsoever being threatened or initiated against the Customer or any of the Customer's related companies before any court tribunal or administrative agency which may materially affect the operations or financial conditions of the Customer or any of the Customer's related companies promptly and all such notification

to be given to the Bank not later than fourteen (14) days after the Customer has knowledge of the change or the litigation or other proceedings or threat thereof and the amount of any contingent liability if such amount is ascertainable;

16. inform the Bank in the event of any sale of substantial part of its assets or acquisition of substantial amount of assets;
17. if the Customer is a company, submit to the Bank a certified true copy of its annual return and return of allotment of shares as submitted to the Companies Commission of Malaysia;
18. comply with, observe and perform all its or their respective obligations under the security documents independent of their rights and obligations under other agreement and the Customer and Security Parties hereby undertake to observe, perform and be bound by all whatsoever conditions covenants and stipulations therein contained in the Security documents and under other agreements to which they are a party to;
19. inform the Bank of any changes in its registered, business or corresponding address;
20. take out and maintain for such amount and with such *takaful* operator as shall be acceptable to the Bank a policy of *takaful* in respect of any reasonable risks;
21. notify the Bank in the event of change of nature of the Company's business (if applicable) immediately. In the event such change results in a breach of the *Shariah* principles, the Bank reserves the right to terminate the Facility whereupon the indebtedness shall be payable on demand;
22. cause and ensure that all and any advances by its directors or shareholders to it to be subordinated to its liabilities to the Bank under the Facility and that no payment and/or prepayment of such advances shall be made so long as there are monies due and unpaid under the Facility.

D RESTRICTIVE COVENANTS

During the tenure of the Facility, the Customer shall not, without the prior written consent of the Bank:

1. create, incur, assume, suffer or permit to exist or attempt to create, incur, assume or suffer, any caveat or prohibitory order or any security interest to arise on, subsist or affect, all or any part of its rights or assets other than:
 - i. those set out in this clause herein and Clause D(2) below;
 - ii. those created pursuant to the security documents; and
 - iii. those created pursuant to any hire-purchase or other leasing transaction entered into by the Customer over the asset which is the subject matter of such hire-purchase or

lease transaction;

2. create, incur, assume, guarantee or permit to exist any indebtedness except for the Facility and other unsecured indebtedness incurred in the ordinary course of business of the Customer and on ordinary commercial terms on the basis of arm's length transaction;
3. where applicable, add to, delete, vary or amend its constitutional documents or partnership agreement (if any and applicable);
4. if applicable, change or threaten to change the Customer's financial year or the nature or scope of the Customer's business, or suspend or threaten to suspend a substantial part of the business or operations which it now conducts directly or indirectly;
5. undertake any domestic or overseas investments that are not consistent with its present business or that will interrupt or alter or threaten to alter the nature, scope or manner of its present business or operations which it now conducts directly or indirectly;
6. if the Customer is a company, decrease or alter the Customer's authorized or issued capital or alter the structure thereof or the rights attached thereto;
7. change the Customer's major or controlling shareholding or partnership structure;
8. make or permit to exist any loan/financing or advances, or provide any credit or guarantee, or provide any indemnity or assurance against loss to or for the benefit of any person, or act as surety or otherwise voluntarily assume any liability, whether actual or contingent (other than normal trade credit or trade guarantees or temporary loans/financing to staff, customers, contractors or suppliers in the ordinary course of business and on ordinary commercial terms on the basis of arm's length transactions);
9. where applicable, make any loan/financing to its directors, shareholders, subsidiaries or officers, members and board members other than in the ordinary course of business and on ordinary commercial terms on the basis of arm's length transactions;
10. declare or pay any dividend or bonus issue or make any other distribution on or in respect of any of its share capital;
11. where applicable, register or permit any change in its existing shareholders and/or the composition of the board of directors or officers, partners, members and board members and/or management or officers, members and board members as at the date hereof;
12. dissolve itself (or suffer any liquidation or dissolution or revocation), or sell, transfer, encumber, lease or otherwise dispose or in any way cease to exercise control over, whether by a single transaction or a number of transactions, related or not, the whole or any part of the Customer's capital assets except at arm's length in the ordinary course of business for

- an aggregate amount which, in the sole opinion of the Bank is not material or undertake or permit any merger, consolidation or reorganization;
13. enter into any partnership, profit sharing or royalty agreement or other similar arrangement whereby its income or profits are, or might be shared with any other person or enter into any management contract or similar arrangement whereby its business and operations are managed by any other person;
 14. enter into any transaction with any person firm or company except in the ordinary course of business and at arm's length commercial terms or establish any exclusive purchasing or sales agency, or enter into any transaction whereby the Customer might pay more than the ordinary commercial price for any purchase or might receive less than the full commercial price (subject to normal trade discounts) for its products;
 15. make any repayment or payment of any loans/financings or indebtedness if there are any moneys outstanding under the Facility which are overdue and unpaid;
 16. save and except for an amount which in the sole opinion of the Bank is not material, release, waive, amend or vary the terms of any indebtedness owed to it by any person, in particular, agree to the capitalisation of any such indebtedness, whether by conversion or exchange of the same or any part thereof into or for share capital in the company which owes the same or otherwise;
 17. make any repayment or payment of any loan or financing or advances made to it by its directors, shareholders or related corporation;
 18. dissolve its affairs or do or permit to be done such acts or things which would voluntarily wind up itself or in the opinion of the Registrar of Companies, Registrar General or Registrar of Business or such other appropriate authority that the Customer ought to be dissolved or revoked;
 19. Do or cause or permit to be done anything, which may in any way depreciate, jeopardise, or otherwise prejudice the value to the Bank of the security charged pursuant to the security documents.

E EVENTS OF DEFAULT

Notwithstanding any other clauses herein or any other legal documents executed between the Bank and the Customer and the Security Parties, the Customer is deemed to have committed a default whereupon the Bank may, at its sole and absolute discretion immediately terminate or cancel or withdraw or withhold the Facility, and any delay by the Bank in exercising these rights shall not be regarded as any waiver on the rights of the Bank.

Subject to the above clause, if the Customer commits or threatens to commit a breach of any of the covenants, undertaking, stipulations, terms, conditions or provisions herein stipulated or/and

upon the occurrence of any one or more of the following events:

1. the Customer and/or the Security Parties fails to pay, when due, any sum of profit or principal or other sums of money due hereunder in accordance with the terms of the Facility or the security documents; or
2. any provision of the security documents is or becomes, for any reason invalid or unenforceable or shall be challenged by any of the Security Parties as to its validity; or
3. the Customer and/or the Security Parties without the Bank's prior written approval, transfers or disposes of, or threatens to transfer or dispose of, a substantial part of its business or assets otherwise than in the normal course of its business; or
4. the Customer is unable to pay its debts within the meaning of Section 466 of the Companies Act 2016 or any statutory modification or re-enactment thereof or suspend the payment thereof or if the Customer enters into any arrangement or composition with its creditors or there is declared by any competent court or authority a moratorium on the payment of indebtedness or the Customer or any Security Parties being a corporate entity applies to court under Section 366 of the Companies Act 2016 for approval to a scheme of arrangements; or
5. a winding-up petition is presented against the Customer or a Receiver and/or Manager or Trustee is appointed to take possession of its properties, or any form of execution is levied or enforced upon any of its properties and is not discharged within **fourteen (14) days** of it being levied or enforced; or
6. the Customer or the Security Parties fail to perform or observe any of the other provisions, undertakings, covenants or terms set out under the security documents which is not capable of remedy, or which, being capable of remedy, is not remedied within **fourteen (14) days** or such other lesser period as the Bank may decide after notice to the Customer requesting action to remedy the same; or
7. any representation or warranty or statement which is made (or acknowledged to have been made) by the Customer and/or the Security Parties in the security documents or pursuant to any notice, opinion or certificate or other document delivered pursuant to the terms hereof or pursuant to any notice, opinion or certificate or other document delivered pursuant to the terms hereunder proves to have been incorrect or misleading as of the date at which it was made or deemed to have been made; or
8. the Customer ceases or threatens to cease to carry on its business or to change the nature or scope of its business, suspends or threatens to suspend a substantial part of the present business operations which they now conduct directly or indirectly, or any governmental authority expropriates or threatens to expropriate its assets and the result of any of the

foregoing would, in the determination of the Bank have a material and adverse effect on the financial condition of the Customer or its ability to observe or perform its obligations under the security documents; or

9. a petition shall be presented or an order be made or a resolution be passed for the Customer's winding up or the Customer enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of genuine amalgamation and reconstruction); or
10. an encumbrancer takes possession of or a trustee, receiver or similar officer is appointed in respect of, all or any part of the business or assets of the Customer or the Security Parties; or
11. distress or execution or other process of a court of competent jurisdiction be levied upon or issued or threatened to be levied or issued against any of the Customer's properties; or
12. the Bank discovers that the Customer is involved in any illegal financial scheme activities or has reason to believe that the Customer is not carrying on any of its business and affairs in accordance with sound financial and commercial standards and practices; or
13. any of the Customer's other indebtedness becomes capable in accordance with the relevant terms thereof of being declared due prematurely by reason of a default or the Customer fails to make any payment in respect thereof on the due date for such payment or if due on demand when demanded or the security for any such indebtedness becomes enforceable; or
14. the Customer enters into any compromise composition or scheme of arrangement with its creditors or any assignment for the benefit of creditors without the consent of the Bank; or
15. any license, authorisations, approval, consent, order or exemption referred to in the Security documents are revoked or withheld or modified or is otherwise not granted or fails to remain in full force and effect; or
16. any legal proceedings, suits or actions of any kind whatsoever (including injunction proceedings) are instituted by the Customer, or any Security Parties, or any other associated or related corporations of the Customer or the Security Parties whether in respect of the Facility or otherwise, or any third party against the Bank (whether or not the Bank is named as a party to the proceedings, suit or action); or
17. the Customer or any Security Parties repudiate the security documents (any of its obligations under the security documents) or evidences an intention to repudiate a security documents (or such obligations); or
18. failure, at any relevant time, to declare to the Bank that the Customer is a Connected Party

(refer the definition of "**Connected Party**" as stated in the Application Form for financing which the Customer has completed and submitted to the Bank); or

19. there occurs any event which in the sole opinion of the Bank amounts to a material adverse change in the Customer's condition (financial or otherwise); or
20. in the sole opinion of the Bank any securities created in any of the security documents or otherwise is in jeopardy or any event has occurred where in the opinion of the Bank may prejudice the ability of the Security Parties to perform its obligation in the security documents; or
21. there is any change in the existing laws, regulations, policies or official directive of any governmental authority which change would make it unlawful, illegal or otherwise inappropriate, from the viewpoint of the Bank, for the Bank to continue to make available the Facility to the Customer; or
22. in the opinion of the Bank the Facility is not utilized for the purpose described herein this Notification Letter; or
23. the Customer and/or Security Parties commits any act of bankruptcy or any act which, would have amounted to an act of bankruptcy; or
24. the Customer and/or Security Parties dies or becomes permanent disability or unsound of mind or serves any custodial sentence; or
25. the Customer is unable to pay or suspends the payment of any debt or financing or makes an assignment for the benefit of creditors or enters into any compromise composition or scheme of arrangement with its creditors or takes advantage of any insolvency law; or
26. the Customer's management is displaced or the conduct of the business of the Customer is curtailed by any seizure, vesting or intervention by or under the authority of a government or governmental body; or
27. a final check on the Customer's CCRIS indicating that there is ageing of two months and above prior to the first disbursement; or
28. an event or events has or have occurred or a situation exists which could or might or the Bank discovers facts which, in the opinion of the Bank, prejudice the Customer's ability to perform its obligations hereunder in accordance with their respective terms or render the continuation of the Facility detrimental to the position of the Bank or otherwise undesirable;

THE BANK may then enforce all its rights under the security documents and the securities provided thereunder shall become enforceable in accordance with their respective terms and the Indebtedness shall become immediately due and payable.

F COMPENSATION (TA'WIDH)

The Bank shall have the right to impose and claim for the compensation (*ta'widh*) from the Customer on the Bank's actual loss due to the Customer's default/failure in the payment of the indebtedness or any other payment payable by the Customer to the Bank calculated from the date the payment become due until full settlement based on standards issued by Bank Negara Malaysia (which may be revised from time to time) having referred to the *Shariah* Advisory Council of Bank Negara Malaysia's resolution.

In the event that payment of monthly payment under the Facility become overdue, the Bank shall charge the Customer **up to a rate of 1.0% per annum** as compensation (*ta'widh*) on such defaulted amount calculated in the manner prescribed by the *Shariah* Advisory Council of Bank Negara Malaysia.

It shall commence from the date when payment was first defaulted to the date of actual payment even when the Facility is terminated for any reason whatsoever.

In the event that the Facility has expired or upon judgment, whichever is earlier, the Bank shall have the discretion to charge the Customer compensation (*ta'widh*) at the prevailing daily overnight Islamic Interbank Money Market ("**IIMM**") or as may be revised by Bank Negara Malaysia] calculated on such overdue principal amount (subject to rebate, if applicable).

The compensation (*ta'widh*) at the aforesaid rate shall be payable by the Customer after as well as before any judgment or order of court.

Notwithstanding the amount of compensation charged (*ta'widh*), it is expressly acknowledged and agreed that the said amount shall not be further compounded.

G LETTER OF CREDIT (IF APPLICABLE)

The Customer is allowed to apply for a Letter of Credit ("**LC**") facility, if necessary, using the Bank's LC application form. If the LC facility is approved, the disbursement of the LC will be converted to the financing as per this Letter.

The Bank will be the applicant or agent of the Customer for the issuance of the LC at other agent banks appointed by the Bank for the amount approved. All costs of issuance of the LC shall be borne by the Customer.

H TAKAFUL / INSURANCE COVERAGE

The Customer shall obtain a comprehensive takaful certificate from a takaful company as the Bank may prescribe for the assets financed by/charged to the Bank and/or for all risks in the project undertaken by the Customer throughout the tenure of the Facility. The Bank shall be

named as the beneficiary in the takaful certificate which shall be lodged with the Bank.

For the assets financed by/charged to the Bank, the value of the *takaful* should not be less than the current market value of such assets financed by/charged to the Bank. All receipts of payment of the contribution for the *takaful* shall be submitted by the Customer to the Bank.

Should the Customer fail to renew the takaful coverage, the Bank reserves the right (but not obligation) to obtain the takaful coverage or renew any existing takaful certificate of the Customer where all cost incurred shall be recoverable from the Customer.

For the avoidance of doubt, the Customer is given the flexibility to take up conventional insurance under any of the following circumstances:-

- (i) Takaful coverage is not offered in the particular sector or class;
- (ii) None of the available takaful operators approve the Customer's application for takaful coverage;
- (iii) The cost of insurance premium is significantly more competitive compared to the takaful contribution;
- (iv) Any other circumstances as requested by the Customer and subject to Shariah, agreed by the Bank.

In the event the Customer is given the right to obtain conventional insurance pursuant to this clause, all of the Bank's right and the Customer's responsibilities stated in this clause shall similarly be applicable.

I CENTRAL CREDIT BUREAU

Bank Negara Malaysia has now established the Central Credit Bureau ("Bureau") to collect information from banks regarding the customers and the credit Facility granted to the customers. This is to enable participating banks that are approached for credit Facility by a customer to be informed by the Bureau of the Customer and the aggregate credit Facility granted to the customer by the other banks.

This information is kept strictly confidential between the Bureau and all participating Banks and it is a term of the Facility offered in this Letter to the Customer that information regarding it will be given to the Bureau for the use of the Bureau and participating Banks.

J CHANGES IN CIRCUMTANCES

If, as a result of any changes in applicable law, regulation of regulatory requirement or in the interpretation or application thereof or if in compliance by the Bank with any of those applicable

directions, request or requirement, will impose to the Bank any conditions, burdens or obligations, then the Bank's commitment to make or maintain the Facility will end upon notice to the Customer of the happening of such event after becoming aware thereof. The Bank from time to time reserves the right to vary any of the terms and conditions stated herein, in accordance with *Shariah* principles.

K CROSS DEFAULT

The Customer and/or the Security Parties or any related company of the Customer and/or the Security Parties (by virtue of Section 7 of the Companies Act 2016) or a substantial shareholder of the Customer and/or the Security Parties (by virtue of Section 136 of the Companies Act 2016) or any directors of the Customer and/or the Security Parties (all parties aforesaid mentioned in this paragraph which has existing financing facilities with the Bank or with other financial institutions are known as "**Obligors**") shall observe and perform all obligations with the Bank under the Facility or under any other facilities or agreement with the Bank or any other financial institutions (collectively known as "**Creditors**") under any banking/financing facilities. In the event of any default, liability or indebtedness becomes due and payable in accordance with the relevant terms by the Creditors under those banking/financing facilities, or any demand for payment is being made by the Creditors which the Obligors fail to comply within the stipulated period stated therein, then and in such event, the Bank shall have the right to accelerate payment under the Facility and cancel the Facility in which event the security(ies) herein created shall become immediately enforceable.

The Customer agrees that the Bank has absolute discretion to exercise the above clause. The Customer further agrees that the Bank has no obligation to ascertain any default, liability or indebtedness of any of the Obligors. Failure by the Bank to ascertain the default, liability or indebtedness of any Obligors (whether the Bank should or could have access to those information from any sources either private or public) at any particular time shall not be construed as a waiver for the Bank to subsequently exercise its rights hereunder.

L DISCLOSURE OF INFORMATION

By accepting the Facility in the Letter Notification, the Customer hereby gives consent to the Bank to disclose (whether in writing or otherwise) from time to time information on or concerning the Customer, the Facility, the security documents, the state of the Customer's accounts with and liabilities to the Bank and any other matters affecting or which may be affected by the foregoing matters in such manner and to such extent as the Bank may from time to time consider necessary:-

1. to the Government of Malaysia and any other monetary, governmental or other authorities, agencies or bodies having jurisdiction over the Bank;
2. to the ministries or agencies of the Government of Malaysia or Credit Guarantee Corporation Malaysia Berhad (CGC);

3. to its fund providers relating to the Facility granted by the Bank to the Customer;
4. to its auditors, legal counsel and other professional advisers;
5. to any person who gives any security under the Facility;
6. to the companies within the Bank's group;
7. pursuant to any subpoena or other legal provisions or in connection with any legal action, suit or proceeding relating to the Facility;
8. to transferee or potential transferee or assignee or potential assignee of the Bank's right, benefit, interest and/or obligation under the Facility;
9. pursuant to any law; and
10. as required by Bank Negara Malaysia.

The Customer acknowledges and agrees that the permission given under this Clause is for the purpose of Section 120 of the Development Financial Institutions Act 2002 (DFIA) and that no further consent from the Customer hereby confirms that the Bank shall not be liable in any manner for disclosing or furnishing such information referred to in this Clause.

However, the Bank provides an option to the Customer to choose whether to disclose or not the information to third parties as per requirement under Para 10 of the Guidelines on Product Transparency and Disclosure.

M PERSONAL DATA PROTECTION

1. The Bank may request the Customer to provide Personal Data of the Customer and that of other individuals including, but not limited to, the Customer's employees, agents, directors, shareholders, spouse or dependents ("**Third Party**") in the course of the Customer's dealings or transactions with the Bank. The Bank's Personal Data Protection Notice ("**Bank's Notice**") available at the website details how the Bank processes Personal Data.
2. By executing this Notification Letter and continuing to use the Bank's products or services, the Customer agrees and consents to the terms and conditions of the Bank's Notice as may be revised or amended from time to time.
3. In respect of Personal Data of any Third Party, the Customer warrants that the Customer has full legal authority and has complied with the Personal Data Protection Act 2010 by obtaining the relevant consent from the Third Party to furnish his or her Personal Data to

the Bank and for the Bank to process such Personal Data under this Notification Letter and the Bank's Notice. The Customer further warrants and undertakes to furnish a copy of this Notification Letter and the Bank's Notice to the Third Party before providing the Bank with the Third Party's Personal Data.

4. The Customer shall, if requested, immediately provide evidence of the Customer's compliance with sub-Clause 3 above to the Bank.
5. The Customer agrees to fully and effectively indemnify and keep the Bank indemnified from and against, and agrees to pay on demand, any and all losses, damages, penalties, fines or levies incurred by or awarded against the Bank as a result of any breach by the Customer of this Clause.
6. For the purpose of this Clause, "**Personal Data**" and "**processing**" (or "**process**" as the context requires) shall have the same meaning ascribed to it respectively under the Personal Data Protection Act 2010.

N SEVERABILITY

Any term, condition, stipulation, provision, covenant or undertaking contained herein which is illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

O WAIVER

No delay by the parties herein in exercising nor any omission to exercise any right, power or remedy accruing to the Bank upon any default shall effect, impair or prejudice any right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall any action of the parties in respect of any default affect, impair or prejudice any right, power or remedy of the parties in respect of any subsequent default.

P GUARANTEE

Notwithstanding anything herein contained the fact that one or more of the above named guarantors may not have executed a guarantee in form and substances acceptable to the Bank, the guarantee when executed shall be binding and enforceable against each guarantor who executes the same.

Q EVIDENCE OF AMOUNT DUE

In any legal action or proceedings relating to the Facility, a certificate of the Bank as to any amount due and owing to it under the Facility shall, in the absence of manifest error, be conclusive evidence that such amount is in fact due and payable.

R NOTICE

1. Any demand for payment of the monies covenanted herein to be paid by the Customer and any notice or request, required or permitted to be given or made under the security documents to the Bank or to the Customer shall be in writing and in the case of the Bank shall be under the hand of any authorised officer of the Bank or a solicitor or firm of solicitors acting for the Bank and may delivered at or sent by prepaid registered post to the address or addresses specified in the security documents of the parties (or to such last known address) and shall be deemed to be duly served:
 - i. if it is delivered by hand, at the time of delivery and duly acknowledged; or
 - ii. if it is sent by prepaid registered post, three (3) days after posting thereof.
2. The service of any Legal Process (hereinafter defined) in respect of any action or proceeding may be effected on the Customer by forwarding a copy of the Legal Process by hand or by ordinary post with certificate of posting or ordinary post to the Customer's address given in the security documents or at such other address as the Customer shall have notified to the Bank in writing and such Legal Process shall be deemed to have been served on the second (2nd) Business Day after posting and if delivered by hand, on the day it was delivered.
3. For the purpose of this Clause, reference to "**Legal Process**" means any pleadings, all forms of originating processes, interlocutory applications of whatever nature, affidavits, orders, such other documents which are required to be served under the rules of court and such notices under the Companies Act 2016 and the Insolvency Act 1967 (includes any insolvency legislation enacted from time to time) and other relevant statutes and the rules made thereunder.
4. No change in the address of the Customer howsoever brought about shall be effective or binding on the Bank unless actual notice of the change of address has been received by the Bank.

S NO MATERIAL ADVERSE CHANGES

The Customer represents and warrants to and undertakes with the Bank that there are no extraordinary circumstances or change of law or other governmental action or material adverse change in the Customer's financial position or operating environment or management or other conditions shall have occurred or continuing which is in the reasonable opinion of the Bank would

affect or prejudice the Customer's ability to fully perform and discharge the Customer's obligations hereunder.

T TRANSFER OF SECURITY

The Bank may assign its rights under the security documents or any part thereof and/or transfer its obligations under the security documents or any part thereof, subject to the following terms:

- i. for this purpose may disclose to a potential assignee or transferee or any other person who derives or may derive rights or obligations under or by reference to the security documents such information about the Customer as shall have been made available to the Bank generally;
- ii. where the Bank transfers its obligations or any part thereof, the other parties hereto shall execute such documents as are reasonably necessary to release that Bank to the extent of the transfer and join the transferee as a party hereto; and
- iii. where the Bank transfers all its obligations and rights hereunder the Customer shall thereafter deal solely with the transferee with respect to payments, notices and other matters relating to the administration of the security documents;

The Customer shall not assign, novate or purport to assign or novate the security documents or any of the security documents without the prior written consent of the Bank.

U ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

The Customer is prohibited to:

- (i) engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- (ii) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use proceeds of an unlawful activity or instrumentalities of an offence;
- (iii) remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; or
- (iv) conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence.

The Customer is also governed by other provision as stipulated in the AMLATFPUAA 2001.

The Bank shall be entitled to obtain all necessary information required including the financial source of the Customer's fund. The Bank shall also be entitled to lodge a report to the relevant

authorities and to extend full cooperation in order for them to carry out their duties under the said Act.

V DEVELOPMENT FINANCIAL INSTITUTION ACT 2002 (DFIA)

In compliance with Section 28(3) of the Development Financial Institutions Act 2002 (DFIA), the approval and operation or utilization from time to time of such Facility is strictly subject to:

1. Any rules, regulations, directives or guidelines issued by Bank Negara Malaysia pertaining to but not limited to financing facilities with Connected Party; and
2. The Customer undertakes to advise the Bank immediately if any of the Connected Party relationship is established or discovered at any time.

W TAX

1. Any goods and services tax or levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or to be received by the Bank on any expenses incurred or to be incurred by the Bank (except where prohibited by law) shall be borne by the Customer.
2. All other taxes, duties or government charges now or hereafter imposed or levied in connection with the Facility shall be borne by the Customer.
3. The Customer hereby agrees that the Bank reserves the right to debit its banking account(s) for such goods and services tax, levies and/or other taxes payable by the Customer. In the event such debiting causes its banking account(s) to be overdrawn and not regularised within the specific period determined by the Bank, late payment charges (*ta'widh*) at the Bank's prevailing rate(s) shall be charged accordingly to the Customer.

X INDEMNITY

The Customer shall fully indemnify the Bank against any loss or expenses (including legal fees on a solicitors and client basis) which the Bank may incur as a consequence of any default on the Customer's part in due performance of any of the obligations expressed to be assumed by the Customer in relation to the Facility.

Y GOVERNING LAW

The Customer agrees that this Notification Letter and all the documents executed or to be executed in connection herewith shall be governed by the Laws of Malaysia and the Customer further agrees to submit to the jurisdiction of the respective courts of Malaysia.

Z CONCURRENT PROCEEDINGS

Notwithstanding any provision hereof, it is hereby expressly agreed that upon default or breach by the Customer or any Security Party of any term, covenant, stipulation and/or undertaking herein provided and/or contained in the security documents and on the part of the Customer or any Security Parties to be observed and performed, the Bank shall thereafter have the right to exercise all or any of the remedies available whether by this Agreement, the security documents or by statute or otherwise and shall be entitled to exercise such remedies concurrently to recover all monies due and owing to the Bank in any order of priority.

AA TRAINING OBLIGATIONS (IF APPLICABLE)

The Customer is required to undergo mandatory training program as advised in writing by the Bank.

BB OTHER TERMS AND CONDITIONS

1. No divestment of shares by the existing major shareholders without the Bank's prior written consent.
2. All legal procedures, if any, in securing the Facility are to be handled by a firm of solicitors on the Bank's panel and legal fees and expenses in connection or incidental to the granting of these Facility including stamping fees, solicitor's fees on a solicitor and client basis shall be borne by the Customer (if applicable).
3. The Bank has the right to set-off all available balance in the Customer's accounts including current account, investment account and other accounts towards the settlement of any banking Facility granted by the Bank.
4. The Bank reserves the right at any time and from time to time, in accordance with *Shariah* principles, subject to written notice, vary or impose additional terms and conditions (including to impose additional security/collateral) and/or any fees chargeable to the Customer to meet its internal requirements and/or policy guidelines and/or to comply with any guidelines introduced by the Bank Negara Malaysia or any relevant authorities from time to time.
5. That the Customer shall be liable to pay all fees and expenses including the Bank's solicitor's fee (on a solicitor – client basis) if any money granted to the Customer shall be required to be recovered by any process of law or by our solicitors.
6. All banking Facility is granted conditional upon the Customer conducting the account satisfactorily within the limit at all times. Notwithstanding the above, the Bank reserves the right to review, accelerate payment under the Facility, cancel or change the terms and conditions as and when the Bank deems it necessary at its absolute discretion and subject

to *Shariah* principles irrespective of whether the same is made before or after this offer. The Customer shall pay all outstanding amounts under the Facility together with any sums actually or contingently owing to it under the Facility upon demand being made by the Bank which demand may be made by the Bank at any time or from time to time without the need to assign any reason therefor. The Customer shall be liable to pay to the Bank such amounts as specified by the Bank or as shall be notified by the Bank as the sum owing and payable by the Customer to the Bank.

7. The Bank is authorized to deduct the instalment, *takaful* contribution, and other miscellaneous expenses due pertaining to the financing facility from the Customer's current/savings account (if applicable), at any time deemed fit by the Bank notwithstanding any terms and conditions contained in any security documents regarding payment of the financing facility and without prejudice to the Bank's right under the security documents.
8. The Bank has the right to appoint valuers from the Bank's panel to re-value the charged/assigned property/(ies) and the cost to be borne by the Customer i.e. to be debited from the Customer's account with the Bank.
9. The Customer is to submit extract of minutes of the Directors' Resolution and Board of Directors' meetings (duly certified by the Company's Secretary) to the Bank within thirty (30) days of such meetings with regards to any of the following (if applicable):-
 - a) a significant change in the business direction,
 - b) any changes in key senior management personnel and the composition of the board of directors, and
 - c) notice of litigation by third parties.

Save as aforesaid, the Bank's consent needs to be obtained for any of the changes in the shareholders and the respective shareholdings.

10. The Bank has the right to conduct visits to the Customer's premises to verify the on-going nature of the business and to inspect the books of the Customer's company (if applicable), for the purpose of developing a good banker-customer relationship. The Customer undertakes to extend the utmost co-operation by providing full disclosure of records and all relevant information affecting the operations of the business.
11. The Facility is subject to periodical review and can be accelerated on demand and its utilization is subject to the Bank's standard terms and conditions under the Facility.
12. Any other terms and conditions as may be required by the Bank from time to time subject to *Shariah* principles, shall apply and binding.

13. Any decision or conclusion related to the *Shariah* matters pronounced and/or made by the *Shariah* Committee of the Bank, *Shariah* Advisory Council of Bank Negara Malaysia and/or any related bodies will absolutely bind Customer for past, present and future agreement/s.
14. That the terms and conditions herein contained are not exhaustive and that this Notification Letter when accepted forms a provisional agreement until a fully legalized agreement drawn up by the Bank's panel solicitors has been duly executed. On such signing the terms and condition herein contained shall be part of the agreement and/or any relevant security documents whether express therein or otherwise.
15. The Facility is to be utilized for activities that are in line with *Shariah* principles and the goods (if any) must be "*halal*" goods only.
16. The Customer hereby irrevocably and unconditionally authorizes the Bank to debit the Customer's account with the Bank for the recovery of the monthly instalments and miscellaneous expenses.
17. Without prejudice to the foregoing terms and provisions and in addition and without prejudice to any other powers, rights and remedies which the Bank may be entitled to, the Customer shall indemnify the Bank and hold the Bank harmless from and against any losses, damages and expenses, whatsoever, legal or otherwise (including but not limited to all legal costs incurred by the Bank on a solicitor and client basis) which the Bank may sustain, suffer or incur as a consequence of any default in the payment of the Facility and profit and/or commission thereon or any portion thereof, or any other amounts payable hereunder or on account of the non- observance of all or/any terms stipulations agreements and provisions on the Customer's part and such losses, damages and expenses shall include but not limited to such amount as the Bank shall certify (such certification being accompanied by the basis and calculation of such amount and being conclusive and binding upon the Customer save for any manifest error).
18. It is hereby agreed and declared by the parties hereto that notwithstanding any of the provisions of this Notification Letter to the contrary, any provision or term of this Notification Letter may at any time and from time to time be varied or amended by the Bank subject to *Shariah* principles by means of a notice to the Customer given in accordance with the provision of this Notification Letter and such variation and amendment shall thereupon become effective and the relevant provisions of this Notification Letter shall be deemed to have varied or amended accordingly and shall be read and construed as if such variation and amendment has been incorporated in and has formed part of this Notification Letter at the time of execution hereof.

[End of Terms and Conditions]