

ISSUER AGREEMENT

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

- A. DBS SOLUTIONS (M) SDN. BHD. (**Company No. 202101017029 (1417329-U)**) a company incorporated in Malaysia with its registered address at 44-1, Jalan Prima 2, Pusat Niaga Metro Prima Kepong, 52100 Kuala Lumpur, and having its business address at 616-Level 6 Block A, Lobby 3, Damansara Intan, No.1 Jalan SS 20/27, 47400, Petaling Jaya, Selangor, Malaysia (“**Company**”);
- AND
- B. The Issuer as the user of the Islamic Peer-to-Peer (“P2P”) Platform (as hereinafter defined) who intends to seek funding pursuant to an Islamic Investment Note (both terms as hereinafter defined) through the P2P Platform (“**Issuer**”).

WHEREAS:

- A. The Company is a registered Recognized Market Operator of the Islamic P2P Platform Financing under Section 34 of the Capital Markets and Services Act 2007 (“**CMSA**”) read together with subdivision 4, division 2 of Part II CMSA and operates the P2P Platform.
- B. The Issuer intends to apply to the Company to raise funds through the P2P Platform.
- C. The Company and the Issuer have agreed to enter into this Agreement to set out the obligations and responsibilities relating to the Issuer’s participation in peer-to-peer (“**P2P**”) financing as an Issuer through the P2P Platform as well as to inform the Issuer of the various information and processes relating to the same.

This Agreement is a binding contract between the Company and the Issuer. By registering and ticking the box, the Issuer confirms to have read and understood the terms and conditions and agree to be bound by the terms of this Agreement.

1. Definitions and Interpretations

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

Campaign Period	means such period as set out in the Islamic Investment Note Campaign as may be extended by mutual agreement of the Parties to which any Investor may make an Offer;
Companies Commission of Malaysia	means the statutory body formed which regulates companies and businesses;
CCRIS	means the Central Credit Reference Information System, owned by Bank Negara Malaysia;
Ecosystem Partners	means any organization or entity collaborating with the Company in the provision of any services as may be specified by the Company at any time and from time to time;
Islamic Investment Note	means the funding arrangement agreement between the Issuer and Investor in the form of an investment note (including the terms and conditions to such Islamic Investment Note) setting out the particulars of

	the Investor, the Issuer and the Principal Amount, and the payment schedule setting out the profits and amounts payable and the date on which such payment is payable, as may be updated, modified and revised from time to time;
Investor	means such permitted person or entity (as determined by the SC and/or the Company) who intends to subscribe to the Islamic Investment Note issued by the Issuer on or through the P2P Platform;
Islamic Investment Note Campaign	means the description of the Issue Request by the Issuer and published on the Islamic Investment Note Gallery to communicate the background of the Issuer, the purpose of the Issue Request and any other salient points of the Issue Request to prospective Investors;
Islamic Investment Note Gallery	means the section of the Website on which any Islamic Investment Note Campaign is published;
Issue Request	shall have the meaning ascribed to it in Clause 7.2;
Material Adverse Change	<p>includes any of the following matters:</p> <p>(a) the discovery of any false or misleading statement in any of the documents or information required to be disclosed or submitted by the Issuer to the Company in relation to the Islamic Investment Note;</p> <p>(b) the discovery of any material omission of information required to be included in any of the documents or information required to be disclosed or submitted by the Issuer to the Company in relation to the Islamic Investment Note; and/or</p> <p>(c) any material changes or development in the circumstances relating to the Islamic Investment Note or the Issuer;</p>
Offer	means any offer for the Principal Amount made by an Investor to the Issuer in response to the Islamic Investment Note Campaign;
P2P Platform	means the electronic platform of the Company located at the Website that facilitates directly or indirectly the issuance, execution or offering of any Islamic Investment Note. For the avoidance of doubt, any reference to the P2P Platform includes the Website;
Party or Parties	means any Issuer or Investor, or the Issuer and Investor collectively;
Personal Data Protection Notice	means the Company's policies and principles pertaining to the collection, use and storage of information of the Investor and Issuer;
Permitted Issuer	shall have the meaning ascribed to it in Clause 3.1;
Principal Amount	means the principal amount payable or paid by the Investor who has subscribed to the Islamic Investment Note;
SC	means the Securities Commission of Malaysia;
Terms of Use	means the Company's rules on the usage of the P2P Platform;

Website	means the website of the Company located at the following URL: <i>[to be inserted]</i> .
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- 1.2 The headings in this Agreement are for convenience of reference only and shall not be taken, read and construed as essential parts of this Agreement.
- 1.3 References made to provisions of statutes include such provisions as modified, amended or re enacted. References made to this Agreement include all modifications and amendments.
- 1.4 Unless the context otherwise requires, references to the singular includes the plural and vice versa, references to any gender shall include all genders, references to a date or time shall be to Malaysian date and time, reference to business day shall mean a day on which government offices and banks are open for business in Kuala Lumpur (excluding Saturdays, Sundays and public holidays in Kuala Lumpur).

2. Purpose of this Agreement

- 2.1 This Agreement sets out the obligations and responsibilities relating to the Issuer's participation in peer-to-peer ("**P2P**") financing as an Issuer through the P2P Platform as well as to inform the Issuer of the various information and processes relating to the same.
- 2.2 In addition to this Agreement, the Issuer is required to read and, where applicable, accept, the terms set out in the Company's Terms of Use, Personal Data Protection Notice and any other agreements on the P2P Platform or agreements with the Company to which the Issuer has agreed (collectively the "**Other Agreements**"). In case of any inconsistencies, the terms of this Agreement will prevail over the terms of the Other Agreements.
- 2.3 Notwithstanding anything stated in this Agreement, the Company may, at any time and from time to time, review, modify, revise or amend the terms and conditions of this Agreement and/or the Other Agreements by notice to the Issuer (which notice may be given by email or any other means as may be reasonably determined by the Company including uploading such notice or such revision, modification, revision or amendment to the Website), and the Issuer's continued participation in the Islamic Investment Note and/or use of the Website, the P2P Platform or the Company's services herein shall be deemed to be the Issuer's acceptance of the terms and conditions as reviewed, modified, revised or amended.

3. Registration on the P2P Platform

- 3.1 The Issuer will need to register at or through the Website or such other means as may be determined by the Company in order to open and operate an account with the P2P Platform and to utilise the Company's services. In order to register on the P2P Platform the Issuer must fulfil the minimum entry requirements as set out in **Schedule 3** hereto (as may be revised from time to time by notice) and fulfill the following criteria and any other additional criteria or requirements as may be notified by the Company from time to time by notice ("**Permitted Issuers**"):
- (a) must not be hosted concurrently for the same purposes on multiple peer-to-peer funding platforms;
 - (b) must ensure its business has an existing and valid business registration document(s), or company registration document(s), and/or trade license, as the case may be, issued by the appropriate authorities in Malaysia;
 - (c) must have and maintain a valid and active bank account established and maintained with a

bank and/or financial institution/Islamic financial institution incorporated in Malaysia and duly licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013;

- (d) must have a permanent place of business in Malaysia;
- (e) must ensure its business, its directors, members, partners or proprietors (as the case may be) meet the minimum credit and fraud risk criteria determined (and may be varied from time to time at the Company's discretion) by the Company as set out on the P2P Platform. The Issuer hereby irrevocably and unconditionally authorise the Company to conduct and/or obtain a credit report from a relevant agency to make such determination;
- (f) must ensure its business is not a party to any ongoing civil or criminal legal proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against the Issuer by any third party;
- (g) must not be a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia;
- (h) must submit relevant details of its business for publication on the P2P Platform which shall be disclosed to potential investors;
- (i) must ensure its business is Shariah-compliant should the Issuer want to raise Shariah compliant funds via Islamic Investment Note; and
- (j) the Issuer must not be a type of entity that is prohibited by the SC from raising funds from a P2P platform.

For the avoidance of doubt, the eligibility criteria set out in this Clause 3.1 are not exhaustive and the Company reserves the discretion to vary and amend such criteria from time to time, and/or reject any application to be an Issuer on the P2P Platform with or without reason, where the Company deems appropriate. The Company's decision shall be final and conclusive.

- 3.2 Any person who intends to register as an Issuer on the P2P Platform must fall within the definition of Permitted Issuers and fulfil the minimum entry requirements and the criteria as set out in Clause 3.1, failing which such person shall not be registered as an Issuer and shall not utilise the Company's services.
- 3.3 The Issuer agree that the Company can collect the Issuer's information from the Issuer and/or any third party (including the Company's Ecosystem Partners) and to use the information collected for the purposes of providing the Company's services to the Issuer pursuant to this Agreement. The Issuer agrees to the full disclosure by the Company of all such information collected to any Investor (including any prospective Investor and the Company's Ecosystem Partners) and any other third parties as the Company may decide in the Company's sole discretion in connection with the services provided by the Company, this Agreement and/or to comply with any law, regulatory requirement or directive.

4. Account and Password

- 4.1 As part of the registration process, the Issuer will be required to provide a valid email address as the Issuer's login identification. The Issuer will also be required to assign a strong password to the Issuer's account.
- 4.2 The Issuer's registration with the P2P Platform as an Issuer is strictly for the Issuer's own use only.

The Issuer is required to keep the email address and password confidential and secure at all times. The Issuer shall be responsible for all information and documents submitted to and activity carried out on the P2P Platform by the Issuer and/or anyone using the Issuer's account. Without prejudice to Clause 11, the Company reserve the right to, at any time at the Company's sole discretion, restrict, suspend or terminate the Issuer's access to the P2P Platform and/or cease to act on instructions received from the Issuer's account if there is any reasonable suspicion that the Issuer's account has been accessed by any person other than the Issuer or a person who the Issuer has authorised, or if there is any reasonable suspicion that the Issuer's account is, has been or will be used for any illegal, fraudulent or unauthorised purposes. The Issuer shall inform the Company immediately if the Issuer's account has been accessed or used without the Issuer's authorisation.

5. Accessing the P2P Platform and Use of the Services

- 5.1 By accessing the P2P Platform, the Issuer shall be deemed to represent to the Company that on each occasion the Issuer accesses the P2P Platform or issues any Issue Request or Islamic Investment Note, the Issuer is doing so in compliance with all applicable laws, and all information and documents submitted or provided to the Company are true, accurate, complete and up-to-date. The Issuer shall be liable to the Company and hereby irrevocably undertakes to indemnify the Company and to keep the Company indemnified, at all times, against any and all claims, losses, expenses or liabilities whatsoever arising out of or in connection with any non-compliance or alleged non-compliance with this Clause or any provision of this Agreement, to the maximum extent permitted by law.
- 5.2 Additionally, the Issuer also agrees that all of the activities the Issuer or anyone using the Issuer's account conduct on the P2P Platform take place within Malaysia, regardless of whether the Issuer is physically located within or outside of Malaysia at the time the Issuer uses the P2P Platform or engages with the Company in any capacity. The Issuer agrees that all the Company's activities are subjected only to the laws of Malaysia. Any redress the Issuer may seek from the Company in any circumstances is under Malaysian law.
- 5.3 The Issuer is strongly encouraged to seek professional advice as to the Issuer's rights and obligations regarding the Islamic Investment Note.
- 5.4 The Issuer agrees to notify the Company should there be any changes to any of the details which the Issuer has provided to the Company. This is particularly important for any changes in the email address as email is the principal medium of communication between the Company and the Issuer.
- 5.5 The Issuer agrees to, at all times, duly observe and comply with all the Issuer's obligations under the Other Agreements and this Agreement.

6. Services

- 6.1 As a P2P financing platform, the Company offers a matching service between Issuers who are registered on the P2P Platform and are seeking to issue Islamic Investment Notes, with Investors who are registered on the P2P Platform and are seeking to invest surplus funds by subscribing to the Islamic Investment Notes for a specified rate of return .
- 6.2 Any Issuer who is seeking funds will submit an application as described in Clause 7.2 through the Company's P2P Platform which is subjected to the Company's internal assessment and approval in order to be featured on the Islamic Investment Note Gallery. Investors who are seeking to invest surplus funds will be able to access the Islamic Investment Note Gallery and invest in any of the Islamic Investment Note Campaigns that meet their requirements.
- 6.3 The Company's credit scoring process is undertaken for every Issue Request from an Issuer. The

credit scoring process is undertaken mainly to ensure that the directors, shareholders, partners, proprietors and/or senior management staff are fit and proper, to verify the business reasons or purpose for the request of funds, and to provide a general indication of the reputation of the Issuer.

6.4 As part of the Company's credit scoring process, the Company will make basic enquiries on the general business and financial performance of the Issuer, and on key individuals associated with the Issuer, such as the senior management, directors and major shareholders. The Company's enquiries will extend to, but will not be limited to the following:

- (a) review of credit report on the Issuer from a credit reporting agency; and
- (b) review of credit report on the senior management, directors and major shareholders of the Issuer from a credit reporting agency.

7. Launching an Islamic Investment Note Campaign

7.1 Before the Issuer is able to submit an Issue Request, the Issuer will be required to key in the necessary information and submit the necessary documents including but not limited to the information and documents set out in **Schedule 2** and any other information and documents as may be required by the Company at any time and from time to time (collectively the "**Required Information and Documents**"). The Company may dispense with any of the Required Information and Documents and/or require other documents and information to be furnished instead.

7.2 Subject to the Company's receipt of the Required Information and Documents and verification, the Company will notify the Issuer to submit an application for funding by filling out the relevant form on the Website ("**Issue Request**"). As part of the Issue Request, the Issuer will be required to provide to the Company with the following:

- (a) the type of funds and the amount of funds that the Issuer is seeking subject to a minimum amount of [RM50,000.00] for each Issue Request;
- (b) the payment method the Issuer is opting for;
- (c) the intended payment period or tenure;
- (d) the purpose of or the intended use of the funds;
- (e) the Issuer's bank account details;
- (f) the details regarding the Issuer's financial and/or business performance;
- (g) the details regarding the Issuer's debtors, creditors and inventory; and
- (h) any other information or documents as may be requested by the Company.

The Issuer is solely responsible to provide the Company with the complete, correct and accurate information and/or documents as requested by the Company failing which the Company will not be able to process and/or approve the Issuer's Issue Request.

7.3 The Issuer undertakes and warrants that the purpose of or the intended use of the funds shall not fall within any of the following categories:

- (a) to merge or acquire an unidentified entity;
- (b) to provide financing or make investments in other entities;
- (c) any blind pool whereby there is no specific purpose or business plan for the use of the funds sought by the Issuer; and

(d) such other purposes as may be specified by the Company from time to time.

7.4 The acceptance of any Issue Request through the P2P Platform shall not constitute any legal obligation on the Company's part to approve, process or fulfill the Issue Request and the accepted Issue Request is subjected to the Company's internal verification and checking process on the Issuer's directors, shareholders, partners, proprietor and/or senior management staff, and other aspects of the Issuer's business to determine if they meet the minimum fraud and credit risk criteria set by the Company. This is part of the Company's obligation and compliance with the relevant laws including but not limited to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and other relevant laws, regulations and guidelines. The Company may at any time or from time to time request any additional information in connection with the Issuer's use of the P2P Platform, the Issue Request, the Islamic Investment Note, this Agreement and/or the Issuer's services. The Issuer is required to furnish the Company with the requested information as and when the request is made.

7.5 By submitting an Issue Request, the Issuer irrevocably agrees and authorises the Company to carry out the necessary internal verification and checking process, and to obtain information about the Issuer's business from any third party including the Company's Ecosystem Partners, if applicable. The Issuer also agrees and authorises the Company to apply the Company's credit scoring process to the Issuer Issue Request and if approved, to assign and publish a risk score to the Issuer's Islamic Investment Note Campaign as determined by the Company. Such risk score shall not be deemed as an endorsement or recommendation of the Issuer's Islamic Investment Note Campaign by the Company and the Issuer agree not to make any such representation. The Issuer also agree that the Company has the sole and absolute discretion whether to approve or reject the Issue Request without assigning any reason whatsoever.

7.6 If the Company approves the Issuer's Issue Request, the Company will notify the Issuer of the approval and the conditions applicable as determined by the Company ("**Conditions**") which Conditions include the following and any other conditions as may be determined by the Company at:

- (a) the aggregate Principal Amount approved to be sought from the Investors;
- (b) the profit rate on the Principal Amount;
- (c) the late payment charges rate;
- (d) the payment type, period, amount and frequency,

the Issuer will need to communicate the acceptance of the Conditions to the Company within [7 days] of the Company's said notice to Issuer or such period as may be extended by the Company in writing.

7.7 Upon the Issuer's acceptance of the Conditions in accordance with Clause 7.6, the Company will create the Issuer's Islamic Investment Note Campaign in the Islamic Investment Note Gallery for prospective Investors to view. The information and documents published in the Islamic Investment Note Gallery will include the background of the Issuer's business and elaborate on the purpose of the Issue Request as submitted by the Issuer to the Company pursuant to this Clause 7. The Issuer agrees for the Company to review the said information and documents from time to time for appropriateness of language and content, and make the necessary amendments thereto as the Company deems fit. The Issuer may not edit or amend the said information and documents without the Company's prior written consent after the Islamic Investment Note Campaign has been published in the Islamic Investment Note Gallery.

7.8 Upon publishing the Islamic Investment Note Campaign in the Islamic Investment Note Gallery, prospective Investors may make their Offers in accordance with this Clause 7.8 during the Campaign Period. Either Party may prior to the end of the Campaign Period make a request to the other Party to extend the Campaign Period. Such request (if accepted, the duration of such extension) shall only be accepted by mutual agreement of both Parties.

7.9 Subject to Clauses 7.10 and 7.11, an Islamic Investment Note Campaign is considered as successfully funded only if all of the following conditions are met:

- (a) by the expiry of the Campaign Period, the total amount of funds committed by the Investors for that Islamic Investment Note Campaign achieves 100% of the amount approved for the Islamic Investment Note Campaign or is at least 80% of the amount approved for the Islamic Investment Note Campaign, whichever comes first;
- (b) all the funds committed by all the Investors have been successfully transferred into the trust account determined by the Company; and
- (c) there is no Material Adverse Change prior to the disbursement of the funds to the Issuer.

The Issuer irrevocably agree that the Company may vary any of the conditions or include any other conditions as specified by the Company at any time and from time to time.

7.10 Notwithstanding anything in this Clause 7, the Issuer agrees that the Company has the ultimate right to cancel any Islamic Investment Note Campaign at any time prior to the Islamic Investment Note for whatever reason the Company deems appropriate without providing any reasons or explanations to the Issuer, and the Company will not in any way whatsoever be held responsible or liable for any loss or damages whatsoever (including but not limited to any consequential or special loss or damages) incurred by the Issuer or that might be deemed to accrue to the Issuer as a result of such cancellation.

7.11 The Issuer will not be allowed to call off the Islamic Investment Note Campaign, and, consequently, the Issue Request after the Islamic Investment Note Campaign has been published on the Islamic Investment Note Gallery.

7.12 Upon an Islamic Investment Note Campaign being successfully funded, the Issuer agree that a single Islamic Investment Note (in the form as prescribed in **Appendix A** of this Agreement as may be amended by the Company in writing) shall be issued by the Issuer in favour of all Investors who have made the Offer in response to the Islamic Investment Note Campaign, and the Issuer agrees to be bound by the terms and conditions of the Islamic Investment Note. The Issuer undertakes and warrants that the Issuer shall not amend the terms of the Islamic Investment Note in any manner and the Issuer agrees that the Company has the sole discretion and right to revise and amend any of the terms of the Islamic Investment Note from time to time by notice to the Issuer and the Investors, and the Issuer agree to be bound by such amended terms. The Issuer is required to execute the Islamic Investment Note within *[3 working days]* from the date the Islamic Investment Note Campaign is successfully funded or such period as may be extended by the Company in writing. The Issuer agrees to authorise the Company to retain the Islamic Investment Note and any Security Documents (as hereinafter defined) on the Issuer's behalf, and the Company shall have the discretion, but is not required, to provide the Issuer with an electronic copy of the Islamic Investment Note or a copy of the Security Documents when requested.

7.13 If the Islamic Investment Note is required to be secured by any security, the Issuer shall execute or cause the relevant security documents in such forms as may be required by the Company ("**Security Documents**") to be executed in favour of the Investors or any security agent (as the case may be) and forward the duly signed Security Documents and other relevant supporting documents as may be required by the Company to the Company simultaneously with the Islamic Investment Note.

- 7.14 If the Islamic Investment Note Campaign is successfully funded the Company will disburse the Principal Amount to the Issuer after deducting any fees and charges (including but not limited to the fees specified in Clause 10) due from the Issuer to the Company within [3 working days] after:
- (a) receipt of the duly executed and stamped Islamic Investment Note; and
 - (b) if applicable, receipt of the duly executed and stamped Security Documents together with other relevant supporting documents as may be required by the Company, and perfection of the Security Documents including any lodgment or registration thereof with any relevant authority or third party,

PROVIDED ALWAYS that there is no Material Adverse Change.

8. No Warranty

- 8.1 The Company does not provide any representation, warranty or promise whatsoever that the Investors will make any Offer or the Issuer's Islamic Investment Note Campaign will be successfully funded when hosted on the P2P Platform.

9. Issuer's Obligations and Covenants

- 9.1 The Issuer shall pay the Principal Amount together with profit and late payment charges (if any) in accordance with the terms of the Islamic Investment Note into the trust account as specified by the Company.
- 9.2 The Issuer shall observe and comply with the terms of the Islamic Investment Note and not act in any manner which constitutes a breach of any terms of the Islamic Investment Note.
- 9.3 The Issuer agrees not to contact or attempt to contact any of the Investors (including their employees, shareholders and directors) directly or indirectly in respect of the Islamic Investment Note, for the payment of the Principal Amount (including any profit and late payment charges, and any other amounts, fees or charges payable under the Islamic Investment Note) or for any other purposes without the Company's prior written consent. As the Company is the agent to the Investors, any communication with regard to the Islamic Investment Note would be directed by the Issuer to the Company. If the Issuer is contacted by any of the Investors (including their employees, shareholders and directors) at any time, the Issuer shall not respond to them and shall immediately inform the Company of such contact or attempted contact. The Issuer acknowledges that the Company has the right to notify the Issuer on behalf of the Investors in respect of the exercise of the Investors' rights under the Islamic Investment Note.
- 9.4 The Issuer hereby acknowledges the Issuer is directly and solely liable and responsible to pay the payments of any amount due to the Investors under the Islamic Investment Note and the Company is merely facilitating in the collection and transfer of the payment, and recovery of any amounts owed, to the Investors under the Islamic Investment Note.
- 9.5 The Investors who has provided funding to the Issuer has irrevocably and unconditionally consented and authorised the Company to pursue the Issuer (directly or indirectly) in the Company's own name as agent for and on behalf of the said investors, for collection of monies due and owing in the event of a default in any payment of the Islamic Investment Note.

The Issuer acknowledges and agrees that the Company may in turn appoint solicitors and/or recovery or debt collection agent(s) for the purpose stated in Clause 9.5. The Issuer also acknowledges and agrees that the Company shall have the sole and absolute right to take all and any reasonable actions to protect the Company's and/or the investors' rights as available in any relevant

jurisdiction which may include:

- (a) registration of liens, charges and rights as available; and
- (b) any other action as available from time to time in accordance with the applicable laws, including taking action against guarantors in relation to the Islamic Investment Note.

9.6 The Issuer irrevocably undertakes and warrants that the Issuer shall not use the Principal Amount or any part thereof for purposes other than as specified in the Islamic Investment Note or Islamic Investment Note Campaign.

9.7 The Issuer further irrevocably undertakes and warrants that until all the Issuer's payment obligations under the Islamic Investment Note have been fully discharged, the Issuer shall not, without the Company's prior written consent, apply for, seek or obtain any other financing or funding (in any amount) through any other P2P platform, operator or company for the same purpose the Issuer has represented to the Company in the Issue Request and/or Islamic Investment Note Campaign.

10. Fees and Charges

10.1 The fees and charges imposed on and payable by the Issuer for registration or use of the P2P Platform, the Company's services herein and/or in connection to any Islamic Investment Note, Issue Request and this Agreement are set out in **Schedule 4** hereto. The Issuer agree that the fees and charges are subjected to such revision from time to time as the Company may notify the Issuer and the Issuer agree to pay the Company such revised fees and charges. All amounts are stated in Malaysian Ringgit.

10.2 The Issuer hereby agree that the Company may deduct any fees and charges from any amount received from the Investors before the Principal Amount is disbursed to the Issuer pursuant to Clause 7.14.

10.3 It is the Issuer's obligation to ensure that the details of the designated bank account provided to the Company is always up to date.

11. Termination

11.1 The Company may at its discretion terminate the Issuer's user access to the P2P Platform at any time, without prior notice, if:

- (a) The Issuer breaches any term and condition in this Agreement;
- (b) The Issuer breaches any term or condition of the Other Agreements, Islamic Investment Note, or any other document arising from or in connection with the Issuer receiving funding through the P2P Platform;
- (c) The Issuer have committed fraud, been involved in money laundering or any other criminal activity;
- (d) The Issuer uses the P2P Platform in any of the following ways:
 - i. in any way that causes, or is likely to cause, the P2P Platform or access to it to be interrupted or damaged in any way;
 - ii. for illegal or fraudulent purposes, or in connection with a criminal offence; or

- iii. to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory or obscene; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, commercial solicitation, mass mailings or any spam;
 - (e) Any information provided to the Company by the Issuer which is found to be materially incorrect, inaccurate or false;
 - (f) if the Issuer being a company or partnership, has a petition for winding-up filed or a winding up order made or winding-up resolution passed against it, or has a receiver and/or manager appointed over any of its assets, or if the Issuer being a sole proprietor, has a bankruptcy petition filed made against it;
 - (g) The Company have reasonable grounds to believe that any of the events stated above occurs or will occur; or
 - (h) if there has been no activity whatsoever performed on the P2P Platform by the Issuer for a period of more than twelve (12) months.
- 11.2 Termination of the Issuer's user access to the P2P Platform under Clause 15.1 will not necessarily result in the termination of any Islamic Investment Note to which the Issuer are a party at that time. For the avoidance of doubt, such termination means that the Issuer will no longer be able to apply for new funding on the P2P Platform. However, the Issuer is entitled to remain on and use the P2P Platform to the extent necessary (as determined by the Company) until all outstanding funding has been paid in full and cleared funds and all fees, costs and expenses otherwise due under this Agreement and Islamic Investment Note have been paid in full and cleared funds.
- 11.3 The Issuer may terminate this Agreement by sending the Company an email of the Issuer's intention to terminate the Issuer's account PROVIDED ALWAYS that there are no outstanding fees, charges or payments whatsoever due to the Company and/or any Investors and PROVIDED FURTHER that there is no Islamic Investment Note currently in force or outstanding between the Issuer and any Investor.

12. Representations and Warranties

- 12.1 Each of the representations, warranties and undertakings contained in this Clause shall survive and continue to have full force and effect after the execution of this Agreement and the Issuer warrants that each of the representations, warranties and undertakings in this Clause is correct, true and accurate at all times until the expiry or termination of this Agreement as if repeated then by reference to the then existing circumstances.
- 12.2 The Issuer hereby represents and warrants as follows:
- (a) that the Issuer has the legal capacity to enter into this Agreement. If the Issuer is a limited liability partnership, partnership or company, the Issuer warrant that the Issuer's appointed representative(s) has the consent and authority to enter into this Agreement on the Issuer's behalf;
 - (b) that the Issuer is not a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia;
 - (c) that the Issuer has full power, authority, necessary expertise and experience to abide by this Agreement;

- (d) that the Issuer shall not create or assume any obligation on behalf of the Company or the P2P Platform for any purpose whatsoever;
- (e) that the Issuer shall promptly, after becoming aware of them, disclose to the Company any circumstances (including without limitation, any claims, undisclosed liabilities, litigation, arbitration, court or administrative proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against the Issuer by any third party) and the Issuer shall procure the relevant solicitors to provide the Company the details of the matter in writing which could or might result in a Material Adverse Change in the Issuer's financial condition, business or assets;
- (f) that the Issuer shall comply with all applicable laws and regulations and promptly obtain all consents or authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation to enable the Issuer to perform the Issuer's obligations under this Agreement, the Islamic Investment Note and to ensure the legality, validity, enforceability and admissibility in evidence of the funding in any relevant jurisdiction, including Malaysia;
- (g) that the Issuer shall notify the Company of any event of default occurring under the Terms of Service and/or any other agreement to which the Issuer is a party, promptly on becoming aware of its occurrence;
- (h) that the Issuer shall carry on and conduct the Issuer's business in a proper and efficient manner and will not make any substantial change to the shareholding, management and/or general nature or scope of the Issuer's business as carried on at the date of the Islamic Investment Note;
- (i) that the Issuer shall not borrow/seek any monies from the Issuer's directors, officers, members, partners, shareholders or any other third party that ranks in priority of recovery to the funding. In the event that the Issuer does enter into any such financing, the Issuer must notify the Company and the financier in writing and the financier's rights to payment of that financing shall be subordinated to the funding, except to the extent otherwise required by the applicable insolvency and other laws;
- (j) that the Issuer shall not enter into any amalgamation, demerger, merger or corporate reconstruction;
- (k) that the Issuer is not an undischarged bankrupt or wound-up nor are there any bankruptcy or winding-up proceeding(s) pending or threatened against the Issuer;
- (l) there is no event which constitutes or is reasonably likely to constitute Material Adverse Change from the time of the Issue Request being made by the Issuer and/or Islamic Investment Note Campaign being published on the Islamic Investment Note Gallery up until the time of disbursement of the Principal Amount to the Issuer;
- (m) that no civil/criminal proceedings have been commenced against the Issuer; and
- (n) that any stamp duty payable and/or penalty for late stamping of this Agreement and Islamic Investment Note shall be fully borne by the Issuer and the Issuer has to seek independent advice at the Issuer's own expense prior to signing of this Agreement and Islamic Investment Note on opting not to stamp this Agreement and Islamic Investment Note under the Stamp Act 1949 and the Issuer fully understands the consequences of the Issuer's option. The Issuer further undertakes to fully indemnify and keep indemnified the Company from all actions, suits, proceedings, claims and demands of whatsoever nature and from whosoever for the Issuer's option herein. For the avoidance of doubt, this Agreement and Islamic Investment Note shall remain in full force and legally bind the

parties despite the Issuer's option.

12.3 The Issuer further warrants, undertakes, represents and covenants as follows:

- (a) that all information provided to the Company, including in the course of the Issuer registration and financing process is complete, true and accurate in all aspects and that the Issuer does not anticipate or reasonably expect any material change to such information in the six (6) months following the Issuer's acceptance of the funding;
- (b) that the information the Company hold on record for the Issuer is up to date. The Issuer agrees to inform the Company as soon as reasonably possible in writing if any of the information the Issuer has provided to the Company changes or is likely to change at any time;
- (c) that the Issuer shall not omit to provide the Company any information Issuer is aware of that would materially impact on the decision of an investor to provide funding to the Issuer via the P2P Platform;
- (d) that the Issuer shall use the P2P Platform only for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use and enjoyment of the P2P Platform;
- (e) that the Issuer shall not use the P2P Platform or any information accessible on or obtained therefrom for the purpose of canvassing or soliciting any person or enticing any person away from the P2P Platform;
- (f) that the Issuer shall take and has taken all reasonable precautions to ensure that any data the Issuer upload or otherwise submit to the P2P Platform or the Company is free from viruses and anything else which have a contaminating or destructive effect on any part of the P2P Platform or any other technology;
- (g) that the Issuer is responsible for all costs incurred by the Issuer in accessing the P2P Platform;
- (h) that the Issuer shall only download and print content from the P2P Platform solely for the Issuer's own personal use or in the course of the Issuer's business to the extent required to use the services provided thereon. The P2P Platform content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without the Company's express prior written consent; and
- (i) that the Issuer shall not use the funded amount for any illegal purposes.

13.2 The Issuer irrevocably and unconditionally agrees that for so long as there are outstanding amounts owed by the Issuer to investors on the P2P Platform, the Issuer shall provide to the Company promptly at the Company's request (if applicable):

- (a) bank statements, up-to-date balance sheet and cash flow statements as well as other financial information as the Company may require from time to time;
- (b) details and documents relating to operational policies and procedures; and

- (c) all relevant contracts or other documents that the Company may require from time to time including any auditor reports, insurance documents, group structure charts and key contracts or agreement.

13. Personal Data Protection Notice and communication of activity

- 13.1 The Issuer agrees to the terms of the Company's Personal Data Protection Notice and that the Company is allowed to disclose the Issuer's personal data to the other users of the Company's P2P Platform (including but not limited to the Investors, prospective Investors and the Company's Ecosystem Partners) and other parties as may be set out in the Company's Personal Data Protection Notice. The Issuer also agrees that the Company may disclose the Issuer's personal data to any government agency and regulatory body when requested.
- 13.2 The Issuer agrees and allows the Company to send the Issuer emails from time to time containing information about activity on the Company's P2P Platform including but not limited to new Islamic Investment Note Campaigns and progress on the existing Islamic Investment Note Campaigns. These emails do not constitute advice or recommendation to the Issuer. The Issuer also allows the Company to send emails to the Issuer regarding the Issuer's membership, the Company's business, the Company's terms and agreements, or other matters that the Company believe is relevant to the Issuer.

14. Retention of Records

- 14.1 The Company is required by law to retain records relevant to the Issuer's membership and activities on the P2P Platform for a minimum of 7 years following the termination of the Issuer's membership or such longer period as may be required by law. The Issuer is unable to request for the destruction or deletion of any such records unless as required by law or other regulatory requirement. These records shall be conclusive evidence of the facts and matters they purport to record.

15. Cessation of the P2P Platform

- 15.1 Notwithstanding anything stated in this Agreement, the Company reserves the right to discontinue the operation of the P2P Platform. The Company will notify the Issuer via email or other means as soon as possible in the unlikely event that the Company take the decision to discontinue the operations of the P2P Platform. At that point in time:
 - (a) no new members may be registered on the P2P Platform, no new Issue Requests may be submitted, and no new Islamic Investment Note Campaigns will be published on the Islamic Investment Note Gallery;
 - (b) all Islamic Investment Note Campaigns on the Islamic Investment Note Gallery pending funding will be cancelled and the funds already transferred into the Company's trust account will be returned to the relevant Investors' nominated bank accounts without any profit and after deducting any applicable fees and charges; and
 - (c) all successful and active Islamic Investment Note Campaigns will continue to be run by the Company until the full payment by the Issuer or termination of the Islamic Investment Note whichever that occurs earlier.
- 15.2 The P2P Platform will only be terminated upon the completion of payment by the Issuer or termination of the Islamic Investment Note, whichever that occurs earlier.

16. Liability

- 16.1 The Issuer or any of Company's officers, shall not in any way whatsoever be liable for any direct, indirect, punitive, incidental, special, consequential damages, losses, expenses, liabilities under any causes of action or any damages whatsoever, including, without limitation, damages for loss of use or data, loss of opportunity, loss of goodwill, loss of profits (whether revenue or anticipated profits) or losses to the Issuer or other third parties arising out of or in any way connected with:
- (a) the use or performance of the P2P Platform or the Company's services;
 - (b) the Issuer's failing to pay any amount owing under the Islamic Investment Note to the Investor through the P2P Platform or otherwise;
 - (c) any information about the Issuer or documents made available to the Investor through the P2P Platform or in respect of the Company's scoring process, including but not limited to the Issuer's creditworthiness or the lack thereof;
 - (d) any negligence, willful default or fraud on the part of any third party debt collector in the provision of its services;
 - (e) any delay or inability to use the P2P Platform or the Company's services;
 - (f) any provision of or the inability to provide the services;
 - (g) any information, data, software, products, services and related graphics obtained through the P2P Platform or otherwise;
 - (h) any reliance on any statement, representation or information on the P2P Platform or otherwise; or
 - (i) any use of the P2P Platform or the Company's services hereunder,

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

- 16.2 In the event that the Company is liable for any losses or damages, the Issuer agree that the Company's aggregate liability to the Issuer for any and all damages, losses and causes of action (whether in contract, tort including, without limitation, negligence, or otherwise) in relation to the services shall not exceed the total amount of fees and charges paid by the Issuer to the Company in the *[12 months]* immediately preceding the time such liability arose.
- 16.3 Without prejudice to the other provisions herein, the Issuer agrees to indemnify and hold us, and the Company's officers, harmless at all times against all actions, proceedings, costs, claims, expenses (including all legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever and howsoever arising, including but not limited to claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorized or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses which the Company or the Company's officers may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the access to and/or use of the Website or services by the Issuer, whether or not such access or use was authorized or whether it was due to any act or omission on its part, the breach of this Agreement, the Islamic Investment Note and/or the Other Agreements by the Issuer, the violation by the Issuer of any rights or another person or entity or the breach by the Issuer of any requirement, duty or law.

17. Notices

- 17.1 Any notice from the Issuer must be in writing and must be given by delivery at or by sending by post or other faster postal service or telex or facsimile transmission. Where notice is given by sending in a prescribed manner it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was dispatched. A notice shall have effect as soon as the actual or deemed receipt of the notice by the addressee.
- 17.2 Any notice to be given by the Company to the Issuer shall be in writing and must be given by delivery at or by sending by post or other faster postal service or telex, facsimile transmission, email or other means of telecommunication in permanent written form. Where notice is given by sending in a prescribed manner it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was dispatched. A notice shall have effect as soon as the actual or deemed receipt of the notice by the addressee.
- 17.3 The addresses, telephone facsimile numbers of the Company and the Issuer are set out in the application form.

18. General Terms

- 18.1 Nothing in this Agreement shall constitute or be construed so as to create a joint-venture or partnership between the Issuer and the Company. Nothing in this Agreement is intended to constitute the Issuer and the Company being an agent of one another and save as expressly provided for under this Agreement, neither party has the power or authority to act on behalf of the other or to bind each other.
- 18.2 A failure or delay by the Issuer or the Company in exercising any rights under this Agreement shall not be deemed to be a waiver of that right, and any waiver by the Issuer or the Company of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 18.3 Should any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subjected, it shall be rendered void, illegal or unenforceable to that extent only and the rest of this Agreement shall continue in full force and effect, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.
- 18.4 This Agreement and the documents referred to in this Agreement collectively embody the entire terms and conditions agreed upon between the Issuer and the Company with respect to the matters set forth therein, and supersedes and replaces all previous agreements and understandings between the Issuer and the Company. In entering into this Agreement, neither of the Company will rely on, and thereby shall have no remedies in respect of, any representation, warranty, statements or other provisions except as expressly provided for in this Agreement.
- 18.5 Each party shall bear its own cost and expenses (including legal and professional fees) relating to the preparation, negotiation and execution of this Agreement. However, the stamp duty, fees, taxes or charges imposed by any government body or authority in respect of this Agreement and in connection with the Islamic Investment Note shall be solely borne and paid by the Issuer.
- 18.6 Notwithstanding any other provisions herein, in the event the Company is unable to perform any obligations hereunder or any operations or to provide any service(s) due to any reason beyond the Company's control, including but not limited to fire, earthquake, flood, epidemic, pandemic, natural catastrophe, accident, riot, civil disturbance, industrial dispute, act of public enemy, embargo, war, Act of God, or any failure or disruption to telecommunication, electricity, water, fuel supply or any

factor in a nature of a force majeure, the Company shall not in any way be liable for any failure on its part to perform such obligations or for any inconvenience, loss, injury, damages suffered or incurred by the Issuer or any security part arising therefrom.

- 18.7 All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement for whatever reason.
- 18.8 Time shall be of essence in relation to all matters relating to this Agreement.
- 18.9 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Malaysia. The Courts of Malaysia shall have exclusive jurisdiction over any such claim and the parties to this Agreement submit to the jurisdiction of the Courts of Malaysia.
- 18.10 This Agreement shall be deemed duly executed and shall be effective and binding upon the Issuer and the Company when the Issuer affirm assent to it by clicking "Agree" on the relevant webpage on the Website.

Signed by

The COMPANY

Signed by

The Issuer, by clicking on "**Agree**" below.

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Schedule 1

Salient Features of Islamic Investment Note

Product feature		
[Limit]		
[Tenure]		
[Payment]		
[Profit rate]		
[Other criteria]		
[Security]		

Schedule 2

Required Information and Documents

Information required for application process (where applicable):

- The Issuer's business type;
- The Issuer's email address;
- The Issuer's mobile contact number;
- The names of The Issuer's shareholders, partners or owners;
- The identification card/passport numbers of The Issuer's shareholders, partners or owners;
- The mobile contact numbers of The Issuer's shareholders, partners or owners;
- Bank account details.

Documents required for application process (where applicable):

- Relevant certified constitutional documents as per legal status (i.e. Certificate of Incorporation, Constitution, etc.), Forms 9, 13, 24 and 49 and/or the equivalent forms under the Companies Act 2016, Business Registration Form A/B, Form E and Trading License and NRIC of proprietors, partners, shareholders, directors, guarantors (where applicable and passport copy in case of foreigners);
- Certified Board of Directors' Resolution or partnership mandate;
- Copy of valid business tenancy agreement (if premises rented), sale and purchase agreement (if owned) and latest utility bill of the company, directors and shareholders;
- Minimum immediate preceding 6 months bank statement (authenticated);
- Latest B/BE form (i.e. tax return form);
- Corporate profile and nature of business, future business plan, resume/profile of key management personnel and organization chart and reporting structure;
- Terms of trade and list of top 10 customers and suppliers;
- List of facilities and securities arrangement from other financial institutions (if applicable); ● 2 years audited financial statements (depending on years incorporated and audited financial statements must be available within 12 months from the close of each financial year) (not required for Invoice Financing and in case condition not satisfied by Business Term Financing customer, maximum limit is 20% of business account credit turnover for the last 12 months or RM 500K, whichever is lower); ● Latest management accounts (must be available on bi-annual basis -within 3 months from close of the half);
- Latest debtor and creditor ageing report (if applicable);
- Latest inventory break-down and ageing (if applicable);
- List of major contracts/orders completed over the last 12 months (if applicable);
- List of major on-going contracts/orders (if applicable);
- Cash flow projections for the duration of the financing (not required for Invoice Financing).

Specific for Invoice Financing:

- Copy of master contract/agreement with buyer (if any);
- Copy of buyer acknowledged invoice(s) to be assigned for financing, supported with delivery note confirming goods received and in good condition or acknowledged invoice to confirm the same (in case of service contract);
- Copy of past invoices paid under the contract (minimum 3 latest transactions; any less on a case-by case basis), and corresponding payment record (can be highlighted on bank statement).

Schedule 3 Minimum Entry Requirements

Issuers seeking financing must be able to meet the following minimum entry requirements (as may be revised by the Company from time to time by notice):

- Incorporated in Malaysia and registered with Companies Commission of Malaysia;
- Minimum 30% shareholding by Malaysian citizens;
- Minimum 1 year in business with minimum annual turnover of RM250,000.00;
- 1 active bank account with any of the banks incorporated in Malaysia;
- Personal guarantee of the shareholders;
- CCRIS report on company/shareholders/directors does not show more than 1 month arrears in current liability repayment;
- No adverse reports involving the company, shareholders and directors which has not been cleared (i.e. materially impacting legal actions, liquidation/winding-up/bankruptcy, sanctioned, blacklist, etc.);
- Not more than 3 returned cheques over the last 12 months with proof of payment upon second representation.

**Schedule 4
Fees and Charges**

Fee Type	Rate	Description
Application Fee	RM100.00	Platform verification fee charged each time an application to “Get Funding” is made. Charged each time an application for funding is made to ensure that the Issuer is committed to the application.
Processing Fee	RM150.00 (Sdn Bhd) RM100.00 (Sole proprietary/Partnership/LLP)	A one-time fee charged upon submission of documents.
Hosting Fee	RM200.00	Fee charged upon hosting of the campaign on the P2P Platform.
Maintenance Fee	Up to 1% per Annum	Fees charged annually at the end of each anniversary of the tenure of the investment until the payment of the Investors’ Funds is fully repaid.
Success Fee	3% to 6.5% / 0.2% for tenor exceeding 37 months	Fees charged by the P2P Platform to issuers upon successful funds raised. Fee will be based upon the following Risk Grading: Rate is determined by total funds raised. Amount calculated from the rate will be deducted from the investment disbursed.
Stamp Duty	0.5% Flat Rate	Duty payable under the law. Fees charged by the P2P Platform to issuers upon successful funds raised. Amount is determined by the amount of funds raised. For example: if campaign hosted is RM100,000 but total investment achieved is RM 85,000. The duty payable would be RM85,000 x 0.5% = RM425.
Bank Charges (Other)	RM0.11 – RM1.	Charges if applicable based on any charges by the bank (such as IBG, FPX). Will be charged upon successful withdrawal from Trust.