

## INVESTOR AGREEMENT

This INVESTOR AGREEMENT (“**Agreement**”) is made between:

**COMMUNITY P2P SDN. BHD.** (Company No. 201601021760 (1192699-V)) a company incorporated in Malaysia with its registered address at Suite 10.02, Level 10, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia (“**Community P2P**” or “**CP2P**” or “**the Company**” or “**our**” or “**we**” or “**us**”)

**AND**

You, as an individual or a company who intend to participate as an Investor on this P2P Platform (“**the Investor**” or “**you**”).

(Community P2P and the Investor are hereinafter collectively referred to as “**Parties**” and “**Party**” refer to any one (1) of them, as the required.)

**WHEREAS:**

- (a) The Investor’s electronic acceptance, acknowledgment of this Agreement, or beginning to use the Platform signifies the Investor’s agreement to be bound by the Terms and Conditions outlined in this Agreement. This Agreement will take effect when the Investor registers and/or logs into the Platform.
- (b) Access to and use of the contents and services available on the Platform shall be regulated by this Agreement. Unless stated otherwise, any updates, enhancements, modifications, or additions to any Service will also be governed by this Agreement.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 DEFINITIONS

In this Agreement, unless the context otherwise requires or unless it is otherwise expressly provided the following expressions shall have the meaning respectively assigned to them hereunder.

Agreement	: means the Agreement entered into between CP2P and the Investor and shall include any amendment, variation and/or supplementary made from time to time;
Angel Investor	: as defined in Clause 4(i);
Business Day	: means a day (other than Saturday, Sunday and public holiday) on which CP2P is generally open for business;
Campaign	: means request by an Issuer for the fund raising through P2P platform;
Campaign Period	: means a period up to thirty (30) business days as set out in the Investment Note campaign or such other extended period as may from time to time be notified on CP2P Platform;
Conventional Investment Note	: means a conventional Investment Note which is not an Islamic Investment Note;
Event of Default	: means any of the events stated in Clause 11.2 or any event which, with the lapse of time and/or the giving of notice and/or a determination being made under the relevant paragraph would constitute an event of default;
Force Majeure Event	: means any of the events set out in Clause 25;

Funding Amount	:	means the funding amount requested by the Issuer as approved and specified in the Letter of Offer (or any supplementary Letter of Offer, if applicable);
Guidelines	:	means the Guidelines on Recognized Markets which relating to the Peer-to-Peer Financing Platform issued by SC, as may be revised by SC from time to time;
Investment Note or Note	:	means the Conventional Investment Note issued by the Issuer in consideration of the Principal Subscription Amount paid by the Investor(s), which should include the salient features in this Agreement and the Standard Terms and Conditions to Investment Note annexed herewith ( <b>Schedule 1</b> ), as from time to time amended, varied and/or supplemented;
Investment Note Campaign or Campaign	:	means the interpretation of the relevant terms in the Letter of Offer, which has been duly accepted by the Issuer, as published on the Platform by the CP2P. This includes information about the Issuer, the purpose of the funding; and any other salient terms and conditions as determined by CP2P;
Investment Note Tenure	:	means the tenure as set out in the Investment Note;
Investor	:	means a person or entity who is registered as an Investor with CP2P and intends to made an Offer and/or has subscribed to the Issue Request issued by the Issuer through the Platform;
Issuer	:	means a corporate borrower who is registered as an Issuer with CP2P and intends to host and/or has published an Issue Request through CP2P Platform;
Issue Request	:	means the funding request application with completed forms and information which has been submitted by the Issuer through CP2P Platform,
Letter of Offer	:	means the letter of offer issued by CP2P to the Issuer for the Investment Note Campaign and includes any other supplementary letter of offer for any amendments, modifications and variations;
Material Adverse Change	:	means a material adverse change in the Issuer's condition (financial or otherwise) which is likely to have a Material Adverse Effect;
Material Adverse Effect	:	Means a material adverse effect on any of the following:- <ul style="list-style-type: none"> <li>(a) the business or financial condition or operations or properties of the Issuer;</li> <li>(b) the prospects of the Issuer in relation to its payment ability;</li> <li>(c) the ability of Issuer to perform its obligations under the Letter of Offer, Investment Note, this Agreement, the Security Documents and any of the related documents; and</li> <li>(d) the validity or enforceability of the relevant documents or the rights or remedies of CP2P under any of the documents.</li> </ul>
Maturity Date	:	means the date on which the Investment Note will be due and payable;

Minimum Principal Amount Target	: means at least 80% of the Funding Amount approved for the Investment Note Campaign; or to the extent permitted under the Guidelines, such other percentage as may from time to time be prescribed by CP2P;
Platform	: means an electronic platform being owned and operated by CP2P to facilitate directly or indirectly the application, issuance, execution or offering of fund raising and/or Investment;
Privacy Notice	: Refer to the Personal Data Protection Act 2010, as may from time to time amended, varied and supplemented;
Principal Subscription Amount	: means the principal amount payable or paid by the Investors as set out in the Investment Note;
Retail Investors	: as defined in Clause 4(iii);
Resident Investors	: as defined in Clause 6;
RM	: means Ringgit Malaysia, the lawful currency of Malaysia;
SC	: means Securities Commission Malaysia or Suruhanjaya Sekuriti Malaysia;
Security	: means any security given by the Issuer to secure all monies payable to the Investors of the terms to this Agreement and/or Investment Note, which may include but shall not be limited to any guarantee, debenture, pledge, assignment, and/or charge provided by the security parties;
Services	: means the services rendered by CP2P on hosting the Platform;
Service Provider	: means any organisation or entity engaged or collaborating with CP2P in the provision of services as determined by CP2P from time to time;
Sophisticated Investors	: as defined in Clause 4(ii);
Subscription Offer	: means an offer submitted by an Investor over the Platform in response to the Investment Note Campaign that the Investor wishes to subscribe for;
Terms of Use	: means the terms of use available on the Platform as from time to time amended, varied and supplement by CP2P at its absolute discretion;
Trust Account	: Means the account opened and/or managed and maintained by Trustee with financial institution(s) for CP2P and in the name of Trustee in which the P2P funds are held.
Trustee	: means a corporation registered under the Trust Companies Act 1949 and duly appointed by CP2P to operate the Trust Accounts.

## 1.2 INTERPRETATION

- (a) The headings and sub-headings in this Agreement are inserted for convenience only and shall not be construed as essential parts of this Agreement.
- (b) Words importing the singular number include the plural and vice versa.
- (c) Words importing the masculine gender include the feminine and neuter gender.

- (d) The words “hereof”, “herein”, hereinafter” and “hereunder”, and words of similar import, when used in this Agreement, shall where the context requires or allows, refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (e) Reference herein to Articles and Sections are references to Articles and Sections in this Agreement unless otherwise specified.
- (f) All reference to statutes and the rules made thereunder includes all amendments which may be enacted from time to time.
- (g) Any reference to an agreement, contract or document includes any amendments or variations thereto from time to time and any other instrument executed supplemental thereto or in substitution thereof.
- (h) Any liberty or power or discretion which may be exercised or any determination which may be made hereunder by CP2P may be exercised or made in CP2P’s absolute and unfettered discretion and CP2P shall not be under any obligation to give any reason thereof.

## **2. OUR ROLE, SERVICES AND LIABILITIES**

2.1 We are a registered and recognized market operator that manage the Platform for P2P financing. Our Platform provides and facilitates the following Services:

- (i) our primary role is to operate the Platform, which serves as a conduit to connect prospective issuers and investors. The Issuers are seeking funding through the Investment Note Campaign hosted on the Platform and the Investors are seeking to invest funds by subscribing for the relevant Investment Note Campaigns hosted on the Platform. Upon successful matching of the relevant Investment Note Campaign, the Investment Note is issued by the relevant Issuers to the relevant Investors;
- (ii) we will conduct risk assessment on the Issuer and their Investment Note Campaign by our appointed Service Providers and the risk assessment will be determined based on various factors, including the information in the application and credit reports obtained from credit reference agencies. As such, we accept no responsibility or liability for the accuracy of the information provided to you;
- (iii) the risk scoring and credit rating provided is intended for information and reference only, we will not be considered an endorsement or recommendation of the Investment Note Campaign and you agree not to make any such representation. You are responsible for forming your own opinion on your creditworthiness and should conduct your own research, analysis, and assessment. Where appropriate, you may also seek independent financial advice;
- (iv) we provide a streamlined process for entering into the Agreement and coordinate the payment and collection of amounts due under those Agreements;
- (v) we will enforce the rights of the Investors under the Investment Note, the Security Documents and such other relevant documents. This includes facilitating the Investor voting and implementing changes based on the resolutions passed by the Investors;
- (vi) we will prepare, maintain and keep an updated register containing all details of the Issuers and Investors associated with each Investment Note, and this register shall be considered conclusive; and
- (vii) any other services that we may determine and notify to you from time to time.

2.2 You acknowledge and agree that we are acting solely as an intermediary between the Issuers and the Investors. You also understand that the Investment Note will be considered a binding agreement between you and the Issuers. We are not a party to the Investment Note and disclaim any liability arising from or related to the terms of this Agreement and/or the Investment Note.

2.3 The Issuers irrevocably and unconditionally consent to us, our Service Providers, and any third parties appointed by us that:

- (i) to process their information, perform credit and/or assessments on each Issue Request they submit, assist in determining the funding amount and interest rate for each Investment Note;
- (ii) to make or facilitate inquiries into the business and financial performance of the Issuer, as well as the key individuals associated with the Issuer; and
- (iii) to release their credit rating and/or information for the purpose of assessing the Issue Request, hosting the Investment Note Campaign on the Platform, issuing the Investment Note, providing Services to them, fulfilling our obligations under this Agreement and/or the Investment Note, and for any other related matters.

### 3. REGISTRATION WITH THE PLATFORM

3.1 To become a registered member of the Platform, you must register on or through the Platform, or such other means determined by us, to open and operate an account with the Platform and to utilise the Services available for the Investor.

3.2 Eligible Investor

You are eligible to register and to open an Investor account with the Platform if you meet the following eligibility criteria or additional criteria as may be notified through the Platform or specifically to you and provide us with the documents and information set out hereinunder at any time and from time to time:

- (i) where you are an individual:
  - (a) you must be age 18 years old or above;
  - (b) if you are a Malaysian citizen to provide a copy of your National Registration Identity Card (NRIC); or a non-Malaysian citizen to provide a copy of your Passport;
- (ii) where you are a non-individual:
  - (a) you must be a legally established business entity and incorporated in Malaysia and/or registered with Companies Commission of Malaysia or Registrar of Business;
  - (b) you must furnish copy of the relevant incorporation and statutory documents, copy of its directors and/or shareholders' NRIC or Passport for a non-Malaysian citizen;
- (iii) you must be a "tax resident" under Malaysia Income Tax Act 1967 ("Resident Investor") and to provide your income tax registration number;
- (iv) you shall provide permanent address in Malaysia, a valid contact number, a valid email address, and details of bank account opened in the name of you with a Malaysia licensed financial institution;
- (v) you are not a "U.S. Person";
- (vi) to provide such further information and/or documents as we may require in order to facilitate the internal verification process of Investors and to effect regulatory compliant anti-money laundering identification and other checks; and
- (vii) such other conditions as may be specified by us from time to time.

Notwithstanding the above, the eligibility criteria outlined are not exhaustive. We reserve our right, at our sole and absolute discretion, to modify these criteria from time to time and/or reject any application to become an Investor on the Platform, with or without any reason to be assigned whatsoever.

#### 4. CATEGORY OF INVESTORS

##### (i) Angel Investor

- (a) whose total net personal assets exceed RM3 million or its equivalent in foreign currencies; or
- (b) whose gross total annual income not less than RM180,000 or its equivalent in foreign currencies in the preceding 12 months; or
- (c) who, jointly with his or her spouse, has a gross total annual income exceeding RM250,000 or its equivalent in foreign currencies in the preceding 12 months; and
- (d) minimum investment amount of RM50,000 and no maximum investment limit.

##### (ii) Sophisticated Investor

- (a) means any person defined as sophisticated investor under SC's Guideline on Sophisticated Investor; or
- (b) who acquires any capital market product or Islamic capital market product offered or traded on a recognized market where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction; and
- (c) for an individual investor, minimum investment amount of RM50,000 and no maximum investment limit; for a non-individual investor, minimum investment amount of RM100,000 and no maximum investment limit.

##### (iii) Retail Investor

- (a) not an Angel Investor or Sophisticated Investor; and
- (b) minimum investment amount of RM50,000;
- (c) to manage the risk exposure of Retail Investor, the Retail Investor is encouraged to limit their investments at a maximum of RM50,000 at any period of time.

#### 5. REGISTRATION PROCESS

##### 5.1 Online Registration

- (a) To obtain access to the restricted section of P2P Platform and our Services, you are required to register an account with the Platform by completing online registration form and provide all the information and documents required.
- (b) For the initial sign-up process, you must provide a valid email address, username, and strong password together with the basic information of you. You are responsible for keeping the email address, username, and password confidential and secure at all times. These credentials are exclusively for you and cannot be transferred.
- (c) You warrant that all information submitted to the Platform shall be true and correct and shall not have any material non-disclosure that would result in the information being submitted by you being misleading.
- (d) Once you have submitted the aforesaid information, you will receive an activation code / email validation to continue complete the information required.
- (e) You will be deemed to warrant, represent and undertake to us that the information you provide during the registration process is accurate, current and complete.

## 5.2 Authenticate Identity

- (a) During the registration process, we will conduct identity verification procedures. This may include "know-your-customer" (KYC) checks, compliance with Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, or other similar checks under all applicable laws and regulations, which includes verifying your personal identity, the identity of your business, and those authorised to act on your behalf, and the information in relation to the source of fund for Investment.
- (b) By applying for registration, you agree and authorize us to conduct searches on you and any relevant parties. You confirm that you have obtained consent from any individuals whose personal data may be provided to us or identified from your personal data for the purposes stated herein.
- (c) We will send you email to notify on the registration results, whether successful or not.
- (d) You will not be registered as a user of the Platform unless CP2P at its sole discretion, is satisfied with the provided identification and other documents. Failure to provide such documents as requested by us may result in your application for registration being rejected.
- (e) Notwithstanding the above, please note that an application to register may be rejected in our sole and absolute discretion without assigning any reason thereto.

## 5.3 Username and Password

- (a) You will need to enter your email address and password, and/or such other identification measures required by us to enable you to access the Platform.
- (b) You shall keep your log-in details confidential and secure at all times. You are responsible for all information and activities on the Platform conducted by any person using your username and password, regardless the person is authorised by you. You must notify us immediately of any security breach, loss, theft, or unauthorized use of your username, password, or security information.
- (c) Save and except in the event of fraud on our part, you agree that we are not responsible for any damages or losses resulting from security breaches, whether caused by your failure or by any person accessing your account, related to the confidentiality of your username, password, and security information.
- (d) You irrevocably and unconditionally agree not to adapt or circumvent the systems in place in connection with the Platform, nor access the Platform other than through normal use of it.
- (e) We reserve the right to terminate, suspend, or restrict you to access to the Platform and to stop acting if we suspect, at our sole discretion, that the person logged into your account is not you or an authorized representative, or if we believe the account may be used for illegal, fraudulent, or unauthorized purposes.

## 6. RESIDENT INVESTORS

- 6.1 Pursuant to the Income Tax Act 1967, when you have been determined by the Director General of the Inland Revenue Board Malaysia (IRBM) that you are a resident in Malaysia for a basis year of assessment, then you are considered as a resident in Malaysia for the subsequent year of assessment until the contrary is proved. We take no responsibility for any violations of the compliance with all laws of Malaysia by Resident Investors.
- 6.2 Your responsibility on the change of Resident Investor status:
  - (i) keep us notify immediately on your change of Resident status;

- (ii) you shall pay the withholding tax imposed by the IRBM on the interest payable to you, if applicable; we will deduct the applicable withholding tax amount from the interest payable to you and remit it to the IRBM;
- (iii) restrict to make new investment on the Investment Note Campaign;
- (iv) your existing Investment Note will be on hold until the maturity;
- (v) to close your Investor account or we enforce to close it within five business days once the investment and cash balance being zeroised, and we will not be held liable to any party for the account closure.

## **7. INVEST IN THE INVESTMENT NOTE CAMPAIGN**

- 7.1 Upon successful registration on the Platform, the Investor shall be able to review and participate in the funding of Issue Requests submitted by Issuers through the Investment Note Campaign hosted on the Platform, by submitting Subscription Offers throughout the Campaign Period. Such Subscription Offers will include the details specified in the Subscription Offer form, including but not limited to the Principal Subscription Amount that you wish to offer for the Investment Note.
- 7.2 We will conduct reasonable searches and activities to verify the accuracy of the information provided by the Issuer to the best of our knowledge. Before making any investment, it is essential to read and understand the disclosure materials provided by the Issuer or available in the Campaign, including risk warnings and other disclosures. Any investment is made at the Investor's own risk, we shall not be responsible for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or expenses incurred by the Investor.
- 7.3 Investors are highly encouraged to seek and engage qualified independent professional advisors to assist them with their investments through the platform. Additionally, Investors should thoroughly read the risk warning statement and fully understand the associated risks, as investments may result in a complete loss of capital and we are not liable to the Investors for any losses resulting from a lack of professional advice.
- 7.4 We reserve the right, at our sole discretion, to divide the Funding Amount in the Investment Note Campaign into one or more tranches or portions, subject to terms and conditions that we may determine or revise at any time. Even if the Investment Note Campaign has not reached the Minimum Principal Amount Target or the total Funding Amount, we may, at our discretion, close the option for any Investor or category of Investor to subscribe or further subscribe to the Investment Note Campaign on the Platform. Our decisions on the division of the Funding Amount and the imposition or revision of any related terms and conditions shall be final and not subject to dispute.
- 7.5 To facilitate the investment transaction on the Platform, we will maintain one or more Trust Accounts with licensed financial institutions which managed by a designated trustee. To submit a Subscription Offer to the Issuer for the Investment Note Campaign, you must first transfer sufficient funds from your bank account to the Trust Account as the Available Balance before submitting any Offer to Invest. You are required to provide remittance advice upon request from us or the trustee for any credited amounts. You agree that we have the sole authority to appoint, replace, or terminate any trustee or custodian managing the Trust Account, without your consent or notification. The Trustee shall not be liable for any damages, costs, or losses incurred by the Investor as a result of any loss or damage experienced during the Trustee's performance of its duties.
- 7.6 By submitting the Subscription Offer, you hereby agree, acknowledge and understand the below mentioned:
  - (i) all the terms of the Investment Note are set out in the Campaign posted in the Platform and subscription on the first come first serve basis;
  - (ii) to not cancel the subscription submitted by whatsoever reason;



- (iii) authorize us and/or the Trustee to reserve and block an amount equivalent to the Principal Amount based on your Subscription Offer, along with any applicable fees, charges, and other payments due under this Agreement, from the Available Funds in the Trust Account. This amount will be set aside pending the outcome of the Investment Note Campaign, whether it is deemed successfully or unsuccessfully funded. Upon successful funding of the Investment Note, we will transfer the Principal Amount (after deducting any fees or charges owed to us under this Agreement, and/or the Investment Note) from the Trust Account to the relevant Issuer. If the campaign is unsuccessful, we will refund the corresponding amount to your user account without prior notice;
  - (iv) no interest will be accrued on the amounts in the Trust account and any refund to you will be made without interest; and
  - (v) all investments made by you are done voluntarily, without any influence, encouragement, or representation from us. Therefore, we shall not be held responsible for any losses or damages incurred by you as a result of your investment decisions.
- 7.7 Upon the Minimum Principal Amount Target is achieved within the Campaign period, the Campaign is considered as provisionally accepted and successfully matched.
- 7.8 You further irrevocably agree, acknowledge and undertake that:
- (i) by using the services provided by the Platform, you have read, understood and agreed to be bound by the Terms and Conditions, this Agreement, the Investment Note and Privacy Notice;
  - (ii) you are solely responsible for all information and activities on the Platform associated with your account, as long as access is through your email address, username, or password; includes responsible for any use of your account by employees, subcontractors, agents, or other authorized individuals. If you are acting as an appointed representative of a partnership, company, or other business, you confirm that you have the authority to enter into these Investor Terms on behalf of that entity, which agrees to be bound by the Terms of Service;
  - (iii) we reserve the right to terminate, suspend, or restrict your access to the Platform and to cease acting on your instructions if we reasonably suspect that the person logged in using your email address, username, or password is not you or an authorized representative, or if we believe your account may be used for illegal, fraudulent, or unauthorized purposes;
  - (iv) you must notify us immediately of any breach of security, loss, theft, or unauthorized use of your email address, username, password, or any other security information. You agree not to hold us liable for any losses or damages arising from unauthorized access to the Platform;
  - (v) you not be at liberty to contact the Issuer for any purpose whatsoever, unless with the prior consent by us.

## **8. ISSUANCE OF INVESTMENT NOTE**

- 8.1 If an Investment Note Campaign is successfully funded by way of fully-funded or reached the Minimum Principal Amount Target, the issuer will be deemed to have accepted the offers to invest made by each and every Investor in respect of the Campaign, and a legally enforceable agreement ("Investor Agreement") will be deemed to have been automatically entered into between the issuer and each Investor for each Subscription Offer. You authorize us to execute, or arrange for the execution of, the Investment Note and any applicable Security Documents on your behalf, and to retain these documents. While we may provide copies of the Investment Note and/or Security Documents upon request, we are not obligated to do so.
- 8.2 The Issuer shall irrevocably and unconditionally to complete, execute and endorse or cause to be completed, executed, and endorsed each Investment Note in favour of all Investors who have made the subscription offer via the Platform in relation to their Investment Note within seven (7) days from the

matched date; failing which the Issuer shall be automatically deemed to have irrevocably and unconditionally accepted each and every subscription offer ("Deemed Acceptance"). Once the Issuer have been deemed to have accepted the subscription offer as aforesaid, it cannot be cancelled or amended by the Issuer for any reason whatsoever. The Investor agrees that it shall be bound by the terms of the Investment Note executed in this manner.

- 8.3 You agree to abide by the terms and conditions of the Investment Note and warrant that you will not alter these terms in any way. You acknowledge that we have the exclusive right to revise and amend any terms of the Investment Note at our discretion, with notice provided to you and the Issuer. You further agree to be bound by any amended terms.
- 8.4 To protect your interests as an Investor, even if the Investment Note Campaign has been successfully matched, the Investment Note will only be issued and disbursed the Principal Amount (after deducting any fees and charges owed to us by the Issuer) to the Issuer within six (6) Business Days ("Issue Date") provided the following conditions have been satisfied:
  - (i) the Minimum Principal Amount Target has been achieved on or before the end of the Campaign Period;
  - (ii) the Investment Note and the Security Documents (if applicable) are duly completed, executed and endorsed;
  - (iii) no Material Adverse Change; and
  - (iv) all conditions precedent outlined in the Letter of Offer, Investment Note and/or the Security Documents have been duly fulfilled (if applicable).
- 8.5 The Investment Note is considered unsuccessfully funded if failed to meet the Minimum Principal Amount Target at the end of Campaign period, or if we decide to withdraw or cancel the Investment Note Campaign for any reason at our sole discretion. In such cases, the Principal Amount will be refunded to the respective Investors' user accounts.
- 8.6 The Investor agrees that any security held by us in respect of an Investment Note shall generally operate to secure all monies due from the Issuer to all Investors on the Platform from time to time.
- 8.7 The Investor agrees that the Investment Note issued by the Issuer cannot be sold, assigned, or transferred to anyone until such action is allowed by the us.
- 8.8 You hereby irrevocably and unconditionally agree, accept and authorise that we have the right and may act on your behalf for the following:
  - (i) allocate, select and accept the earliest investment submitted on behalf of the Issuer;
  - (ii) if the total Subscription Offers exceeds the requested amount in the Issue Request, allocate the Principal Subscription Amount from each selected Investor by way of first come first serve to match the Issue Request, and refund any oversubscribed amount to the selected Investor(s) as appropriate; we retain absolute discretion over the allocation process and may amend, vary and/or supplement such process at any time without prior notice to the Investor;
  - (iii) assign a single interest rate to all selected Offers to invest;
  - (iv) deduct, set off, or repay any amounts owed by you to any Issuer and/or us from any funds we hold on your behalf, whether in trust or escrow, without prior notice to you;

- (v) you are bound by the results of the investment allocation and we have the sole and absolute discretion over the investment allocation and may change, amend or vary such process without prior notice to the Investor;
- (vi) terminate the Investment Note in accordance with its terms;
- (vii) request the relevant Investors to vote on Reserved Matters (**Schedule 3**) pertaining to the Investment Note held by those Investors;
- (viii) to take all necessary actions including but not limited to the following in the event of default payment of the Investment Note, at the absolute discretion of us, in any manner we deem fit:
  - (a) to appoint us or any third party to negotiate towards any settlement or restructuring of the outstanding payment; and/or
  - (b) to assign us or any third party to take over the Investor rights and responsibilities under the Investment Note and Security Documents including any dealings or enforcement of the Security; and/or
  - (c) to commence legal proceedings on behalf of the Investor against the Issuer.

all the cost and expenses incurred shall be solely borne by you and the Issuer as notify by us.

## 9. REPAYMENTS OR PAYMENTS OF INVESTMENT NOTE

- 9.1 The Issuer agree to remit the Principal Amount, interest, late payment interest and/or charges related to the Investment Note issued to you into the designated Trust Account, in accordance with the repayment schedule specified in the Investment Note (which may be revised at our sole discretion). The Issuer further commit to making these payments by no later than 12 noon on the respective due dates and to cover any costs, expenses, and charges requested by us for the purposes of the Investment Note.
- 9.2 Interest on the Investment Note will be calculated on a daily/ monthly/ periodic rest basis as indicated in the Letter of Offer calculated on the basis of actual number of days elapsed and a 365-day or 366-day year unless otherwise stated or agreed by us. Due to rounding to the nearest cents, the calculations may differ from the total aggregate amount and could result in the total interest payable to you varying by a few cents. For avoidance of doubt, our calculation of the interest shall be final and binding on both the Issuer and Investors, unless there is manifest error.
- 9.3 The Issuer may make prepayment or early settlement of the total outstanding amount owing under the Investment Note in full, subject to the terms and conditions stated in the Investment Note, the Issuer Agreement, the Security Documents and/or this Agreement. Upon our receipt of the full repayment and any other fees or charges due under the Investment Note, the Investment Note will be cancelled.
- 9.4 You hereby irrevocably authorize us to deduct, at any time and from time to time, any amounts owed to us from any funds held by us on your behalf, whether in trust or escrow, without prior notice to you.
- 9.5 All monies made to you will transfer into your bank account with the Platform. The monies in your user account with the Platform is not subject to interest payment and you may withdraw the available fund in your account subject to the withdrawal terms.

## 10. WITHDRAWAL OF AVAILABLE FUND

- 10.1 You may request to transfer the fund available in your bank account with the Platform to your personal bank account subject to the fees and charges stated in the Letter of Offer and this Agreement.

## 11. DEFAULT MANAGEMENT

11.1 If the Issuer fail to make any payment in accordance to the terms of the Investment Note, the Security Documents, the Issuer Agreement, and this Agreement to you and/or us upon such due date, we may give the Issuer a grace period of 7 days from the scheduled payment date to pay the outstanding amount.

### 11.2 Event of Default

The Issuer shall commit a default upon occurrence of any one or more of the Event of Default as below:

- (i) Non-Payment  
if the Issuer and/or Security party fails or defaults in the payment of any sum of money whatsoever and howsoever payable on its due date or if due on demand when demanded by the persons herein contained or contained in the Security Documents whether formally demanded or not; or
- (ii) Breach of Other Terms and Conditions  
if the Issuer or any Security party breaches any terms of any of the Security Documents or in any document delivered pursuant to the Investment Note, the Security Documents, the Issuer Agreement, and this Agreement or fails to comply with any notice given under any of the Security Documents requiring either of the party to remedy any breach of the terms of such Security Documents within the time stipulated therefor; or
- (i) Other Events  
if any other event or series of events whether related or not has or have occurred which in the opinion of us (which opinion shall be final and binding upon the Issuer) could or might affect or prejudice the ability or willingness of the Issuer or where applicable, of any Security Party to comply with all or any of its respective obligations hereunder or where applicable, under any of the Security Documents; or
- (ii) Other Events of Defaults  
such other event or events as are set out in the Letter of Offer.

### 11.3 Our Rights on Default

If a default pursuant to Section 11.2 or if any events stipulated in Section 11.2 hereof shall happen, we shall be entitled without prior demand to do any of the following:

- (i) we may with notification of at least seven (7) calendar days in advance following an Event of Default or in making demand regardless any settlement or account or other matter, combine, consolidate or merge all or any of the Issuer's accounts with, and liabilities to us, and may set-off or transfer any sum standing to the credit of any accounts in or towards the payment of the indebtedness under the Investment Note and any other related documents; or
- (ii) the Indebtedness and all other sums payable under the Investment Note, the Issuer Agreement, and this Agreement shall become and be deemed to be, notwithstanding anything contained herein to the contrary, forthwith due and payable and whereupon we shall be entitled forthwith to take such action (whether on our own accord or through our agent(s)) as may be appropriate against the Issuer, including action to sue and institute by way of civil suit for the recovery of the Indebtedness either before, after or concurrently with the action to enforce any of the Security Documents and to apply any credit balance standing to any account of the Issuer towards satisfaction of the Indebtedness; or
- (iii) any part of the Investment Note and/or the Issuer Agreement not disbursed or utilised before the default, may be cancelled by us. Upon such cancellation, any part of the Investment Note and/or the Issuer Agreement already disbursed or utilized will become due and immediately payable on demand; or

- (iv) to report such default payment to the third party credit bureaus.

#### 11.4 Recovery Actions

We shall have the discretion to call upon the Investors of the Investment Note to vote for the following recovery actions at the Issuer and/or your sole cost and expense:

- (i) to appoint a third party debt collector and/or debt collection agency to recover the amount due along with any costs and expenses incurred or to be incurred in connection with the recovery efforts;
- (ii) to appoint legal advisor and/or solicitors to initiate legal proceedings against the Issuer to recover the amount due along with any costs and expenses incurred or to be incurred in connect to the recovery efforts;
- (iii) to enforce the Securities and exercise the rights to seek repayment of the amount due along with any costs and expenses incurred or to be incurred in connect to the recovery actions; and/or
- (iv) to take any other actions that we may deem appropriate at our sole discretion or that are authorized by the Investors in accordance with the voting resolution.

#### 11.5 Restructuring Proposal

In the event that we determine a restructuring of amount due is necessary to address financial difficulties, operational inefficiencies, or other material concerns, the Issuer shall outline the proposed restructuring terms to us within 30 days from our request date. If we deem the restructuring proposal to be viable, we may convene a vote among the Investors ("Restructuring Action") at the Issuer and/or your sole cost and expense:

- (i) to approve the Restructuring Proposal; or
- (ii) in the event the Investors are to reject the restructuring proposal in majority votes, we shall immediately declare an Event of Default has occurred and the amount due, including interest and fees for the Investors to vote for the recovery actions; and
- (iii) any other actions we consider appropriate or as directed by the Investors' Resolution.

11.6 In the event the Recovery Action is approved by the Investor's Resolution, all the fees and charges on the recovery of default payment and late payment, cost and expenses on the restructuring of the Investment Note will be prorated proportionate to the subscription amount of the Investment Note.

11.7 If no Restructuring Proposal is provided by the Issuer within the stipulated period upon our request date or the Restructuring Proposal is not viable, we may call for the Investor's voting for the Recovery Actions at the Issuer and/or Investor's cost and expense.

#### 11.8 Additional Interest, Fees and Charges on Default Payment and/or Late Payment

In the event of default payment and/or late payment, you authorise and agree that we shall be entitled to take the following actions at our absolute decisions without sending notice:

- (i) upon delay or failure to pay any of the instalment payment(s) or any other payment(s) on the due date, the Issuer shall pay the late payment charges calculated from the date of default payment until the overdue payment has been received;
- (ii) additional interest at such rate stipulated by us from time to time in addition to the Prescribed Rate for the Investment Note (the "Default Payment Rate" and/or "Late Payment Rate" and/or the "Restructuring Rate"), instalments or principal and interest on the Investment Note, late payment fees and all other charges (including those which are due from the guarantor and/or any security

party in relation to the Investment Note and/or under the guarantee and/or any security documents) not paid when due;

- (iii) when relevant, the Issuer agrees and consents that the payment of interest shall be debited on the day as we may prescribe of every calendar month, such interest to be payable monthly in arrears or at such other period as we may prescribe and shall without notice be debited accordingly to the account of the Issuer.

#### 11.9 Proceeds of Recovery

- (i) All monies received by us from any proceedings instituted or step taken under any of the Security Documents shall subject to statutory priorities (if any), be applied by us:

FIRSTLY any payable fees and charges due to us by the Issuer and/or by the Investor, payment of any fees, costs, charges, expenses and liabilities incurred by us under the Investment Note, this Agreement, the Issuer Agreement and Security Documents in the execution or purported execution of any of the Security Documents or in the performance of any duties or the exercise of any power vested in it;

SECONDLY in or towards payment to the Investors of all interest, fees and charges then accrued and remaining unpaid in respect of the Investment Note or the balance thereof for the time being owing;

THIRDLY in or towards payment to the Investors of the principal sum due and remaining unpaid under the Investment Note;

LASTLY any surplus shall be paid to such persons entitled thereto.

- (ii) If we decide not to proceed with any Restructuring Proposal and/or Recovery Actions or take any actions as outlined in this Clause, we may, at our sole discretion, reassign the authority, power, or right to execute any Recovery Action to the Investors. Each Investor will then have the right to enforce their rights directly against the Issuer concerning the subscription amount associated with the Investment Note they hold. The Issuer also expressly consent to our disclosure of their details to that Investor upon requested by the Investors.

11.10 Except with our prior written consent, you agree not to directly or indirectly contact or attempt to contact any Issuer (including its owners, shareholders, directors, officers, or employees) regarding the Investment Note, including the repayment or payment of the Principal Amount (along with any accrued interest, late payment interest, or any other fees and charges related to the Investment Note) or for any other purpose. You grant us the authority to communicate with the Issuer on your behalf as we deem necessary. If you are approached by any Issuer (or any of its owners, shareholders, directors, officers, or employees), you must not respond and must promptly notify us of such contact or attempted contact.

11.11 You acknowledge and agree that:

- (i) any decision made by us to enforce the rights of the Investors under the Investment Note and the Security Documents, or to implement any Restructuring Proposal or Recovery Action shall be considered a decision taken by the Investors against the Issuer and/or the Security Parties. This decision will be binding on all Investors, provided it is voted on and approved in accordance with the Investors' Resolution; and
- (ii) our obligations and responsibilities regarding the recovery of any amounts owed to the Investors under the Investment Notes are administrative in nature and intended solely for the benefit of the Investors. We do not assume any obligations, liabilities, or responsibilities beyond those explicitly stated in this Clause.

## 12. FEES AND CHARGES

- 12.1 Upon registered to the Platform and use of our Services, you will be subject to the fees and charges as set out in **Schedule 2** attached hereto.
- 12.2 You are irrevocably agreed and approved for us to deduct any fees and charges, including but not limited to any fees payable to the relevant authorities or third parties from the amount received from the Issuer or from the Recovery Action. If, for any reason, these deductions cannot be made, you shall pay the corresponding sums, along with any applicable interest and/or late payment charges determined by us, upon demand.
- 12.3 You agree that the fees and charges are subject to periodic revision as we notify you, and you will pay us the revised fees and charges. All payments shall be made in RM, unless otherwise specified by us.
- 12.4 You also shall pay any tax, levy, duty or fees imposed by the tax authority (if applicable) on any payment made to us without any set-off on account.

## 13. RESERVED MATTERS

- 13.1 You have the right to vote on Reserved Matters, as detailed in **Schedule 3** attached hereto on the Investment Note you have subscribed or held, if we deem it is necessary after our evaluation. We may call for Investors' votes through push notifications on the Platform, emails, physical meetings at locations we designate, or any other method we decide on from time to time.
- 13.2 Unless otherwise specified, Investors' voting shall be conducted by way of poll, with the resolution determined by the percentage of the subscription amount held in the Investment Note by each Investor. The outcome of the poll will be regarded as the resolution passed by the Investors of the respective Investment Note. The subscription amount held by each Investor will correspond to their percentage of the vote.
- 13.3 Votes may be cast either in person or by proxy on the polling process. We will determine the process and documents required in the appointment of proxy. Only the Investor or appointed proxy is allowed to join for the voting.
- 13.4 Voting Process
  - (i) We will give the Investors of the Investment Note with written notice by way of email or push notification, in the event we propose to call upon Investors' voting on Reserved Matters
  - (ii) The investors shall have 7 days to cast its vote ("voting period").
  - (iii) A resolution is considered has been approved if majority of the Investors hold at least two-thirds (2/3) of the total subscription amount of the Investment Note, or if a higher percentage of votes is achieved during the polling at the end of the voting period, whichever earlier. Once the resolution is passed, we will notify you of the voting results and implement the changes accordingly.
  - (iv) You hereby irrevocably acknowledge and agree as below:
    - (a) that we are entitled to act and make declaration in accordance to the resolution passed;
    - (b) to be bound by the declaration made by us; and
    - (c) to indemnify us and keep us indemnified at all times against any and all claims, losses, damages, expenses or liabilities incurred or to be incurred by us arising from or related to any actions taken by us in accordance with any provision under this clause.

#### **14. NO WARRANTY**

- 14.1 You agree that the decision to make any Subscription Offer related to any Investment Note Campaign is based solely on your independent assessment of the information and documents available on the Platform. We make no representations, warranties, or guarantees on the Issuers' ability to repay the Principal Amount, interest, and other interest and charges related to the Investment Note you subscribed to. You acknowledge and accept that any losses arising from your Subscription Offer related to an Investment Note Campaign on our Platform are solely your responsibility.

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

- 15.1 We reserve the right to restrict access to your account, temporarily or permanently suspend it, and/or terminate the Services, and this Agreement at any time with immediate effect, without incurring any liability to you, if any of the following Termination Events occur:

- (i) you breach, or we reasonably suspect you to have breached, any terms, covenants, warranties, or undertakings of this Agreement, , or the Investment Note, as well as any term or condition;
- (ii) any representation, warranty, or information submitted by you to us under this Agreement, the Investment Note or in connection with the use of our Services is incomplete, untrue, inaccurate, or misleading in any material respect;
- (iii) you fail to make any payment to us when due, whether pursuant to this Agreement or for the use of the Platform or Services;
- (iv) if you are a non-individual, you fail to maintain your registration with the Registrar of Businesses or the Companies Commission of Malaysia;
- (v) the findings from our verification and review process conducted periodically are considered unsatisfactory or do not meet the minimum criteria we have established;
- (vi) you, or your directors, shareholders, or partners (if the Investor is a non-individual), is charged in any court with a criminal offense or is reasonably suspected by us of having committed such an offense, committed fraud, been involved in money laundering, or engaged in any other criminal activity;
- (vii) you use the Platform in a way that may expose us to legal liability or disrupt others' use of the Platform; additionally, you use the Platform in any manner that causes, or is likely to cause, interruptions or damage to the Platform or access to it, for fraudulent purposes, or in connection with a criminal offense;
- (viii) It is or will become illegal for you to meet or adhere to any of your obligations under this Agreement, the Other Agreements, or the Investment Note;
- (ix) the occurrence of any event or circumstance that, in our exclusive judgment, represents or is likely to represent a Material Adverse Change; or
- (x) if your account has had no activity for a duration specified by us.

- 15.2 Your obligations, undertakings, and representations under this Agreement, and/or the Investment Note, including your responsibility to pay all applicable fees, costs, charges, and expenses due, will continue to remain in effect following the termination, suspension, or deactivation of the Services until those obligations are completely fulfilled and settled, as confirmed by us in writing.



15.3 If you have no outstanding fees, charges, or payments owed to us, and there are no active or outstanding Investment Notes between you and any Issuer, you may terminate this Agreement by sending us an email indicating your intention to close your account with the Platform.

15.4 Upon termination of this Agreement in accordance with its terms, we will credit any funds remaining in the Trust Account that belong to you into the bank account you have provided. This will be done subject to the deduction of any outstanding fees, charges, or payments due to us.

## 16. REPRESENTATIONS AND WARRANTIES

16.1 You hereby represent and warrant as follows:-

- (i) you have full rights, authority and power to accept, enter into and perform your obligations under this Agreement, and/or the Investment Note; all necessary actions, conditions, and consents required for you to lawfully enter into, exercise your rights, and perform your obligations under this Agreement have been duly taken, fulfilled, and completed, ensuring that these obligations are valid, legally binding, and enforceable;
- (ii) your execution, delivery, and performance of this Agreement, and/or the Investment Note do not infringe or constitute a default under any contract, document, or agreement to which they are bound, nor do they lead to a breach of any relevant laws, rules, regulations, or orders from any court, government body, or regulatory authority, including stock exchanges or securities councils in Malaysia or elsewhere;
- (iii) no ongoing, pending, or to your knowledge, threatened litigation, arbitration, or administrative proceedings against you, your directors, or any of your assets that could reasonably result in a material adverse effect on your business, assets, or financial condition, or your ability to fulfil the obligations under this Agreement, and/or the Investment Note;
- (iv) you are not bankrupt, insolvent, or winding-up, and there are no ongoing, pending, or threatened bankruptcy or winding-up actions against you or your associated companies, and you have not made any arrangements or compositions with any of your creditors;
- (v) all information and documents provided by you in connection with this Agreement, and/or the Investment Note are complete, accurate, truth, and free from any misleading elements or material omissions, you agree to inform us as soon as reasonably possible if any of this information changes or is likely to change;
- (vi) if you being a body corporate, you are to ensure your company duly incorporated in and validly existing under the laws of incorporation and have full legal power to enter into, deliver and perform all the obligations under this Agreement, and/or the Investment Note; and have taken or will take all steps necessary (including obtaining, renewing on time and complying with the terms of permits, licences, clearances etc.) for the performance of your respective obligations under hereto;
- (vii) you are not an individual or entity that is restricted by the SC from investing in Investment Notes on a P2P platform;
- (viii) all monies you subscribed for an Offer originate from legitimate sources and do not breach the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 or any similar legislation;
- (ix) no Termination Event has occurred.

16.2 You shall not act in any manner that constitutes a breach of any term of this Agreement, the Investment Note, and/or the Privacy Notice.

- 16.3 Such other representations and warranties, if any, as are set out in this Agreement, and/or the Investment Note hereto are true and correct.

## **17. INTELLECTUAL PROPERTY RIGHTS**

- 17.1 You acknowledge that the names, images, and logos ("Marks") associated with the Company, its affiliates, or third parties (including Service Providers) and their products and services are protected by copyright, design rights, and trademarks owned by the Company, its affiliates, or relevant third parties, with all rights to the Marks expressly reserved. Nothing in this Agreement shall be construed as granting any license or right to use any trademark, patent, design right, or copyright of the Company, its affiliates, or any third party without prior written consent. Furthermore, the name of the Company or any Marks may not be used in any manner, including advertising, publicity, or hyperlinks, without obtaining prior written permission from the Company.
- 17.2 The Company, along with its affiliates and licensors, retains all rights, title, and interest in the Platform, including all hardware, software, and materials used to provide the Services, as well as all proprietary and confidential information—such as databases, documents, online graphics, audio, and video—protected by applicable intellectual property laws. You agree not to copy, modify, reproduce, publish, transmit, distribute, perform, display, or sell any proprietary information of the Company, nor shall you tamper with or interfere in any way with the Platform's functionality. Additionally, you are prohibited from decompiling, reverse engineering, or attempting to discover the source code of any content available on the Platform, except where expressly permitted by law or with prior written consent from the Company.
- 17.3 By submitting, posting, or displaying content on or through the Platform, you grant the Company a worldwide, non-exclusive, royalty-free license to reproduce, adapt, and publish that content for the purpose of displaying, distributing, and promoting the Platform and our Services. Any modifications made to the submitted content shall not mislead or misrepresent you. You also provide an irrevocable non-exclusive license for the Company to use any ideas, inventions, concepts, techniques, or know-how disclosed in the submitted content for any purpose, including the development and marketing of Services. Furthermore, the Company reserves the right to maintain an archival record of all content, including any that you may delete or remove.
- 17.4 If you download any software, applications, or scripts from the Platform, including any associated files, images integrated into or generated by the software, and accompanying data (collectively referred to as "Software"), the Company licenses this Software to you on a non-exclusive, non-transferable, and non-sublicensable basis solely for the purpose of utilizing the Services in accordance with this Agreement. It is important to note that the Company does not transfer ownership or any rights to the Software. You are prohibited from redistributing, selling, decompiling, reverse-engineering, disassembling, or otherwise manipulating the Software. Any Software downloaded from the Platform is at your own risk.

## **18. PRIVACY NOTICE AND COMMUNICATION OF ACTIVITY**

- 18.1 You consent and authorise us to release your information, and/or the third parties information relating to you, which we deem, at our sole discretion, relevant, to any third party including to any government agency and regulatory body upon requested. You also confirm that you have read, understood and agree to be bound by the Privacy Notice of the Company. You agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement, and/or the Investment Note.
- 18.2 You agree to receive periodic updates from us about activities on our Platform, including new Investment Note Campaigns and the status of existing ones, through any communication methods we determine at our discretion. Additionally, you consent to receive emails regarding your use of the Platform and/or Services, our business, our terms and agreements, and other relevant topics. Please note that these emails are not intended to provide advice or recommendations.

## **19. RETENTION OF RECORDS**

- 19.1 We are legally obligated to retain records related to you and your activities on the Platform for at least 7 years after your use of the Platform and/or Services ends, or for a longer duration as mandated by law. You may not request the destruction or deletion of these records, except where required by law or regulatory obligations. These records will serve as definitive evidence of the facts and matters they document.

## **20. CONFLICTS OF INTEREST**

- 20.1 While we make every effort to prevent conflicts of interest, with measures such as prohibiting direct investment in Investment Note Campaigns, designing our fee structure to closely tie our revenues to your investment profits, and enforcing a conflict of interest policy, our interests may sometimes differ, as we are not your representative or agent. Additionally, be aware that our officers and Service Providers may opt to invest in the Investment Note Campaigns on our Platform or directly in the businesses. While their interests in these investments are generally aligned with yours, they may not always align perfectly.

## **21. RIGHT OF APPEAL**

- 21.1 You have the right to appeal any decisions made regarding your use of the Platform or the Services. If you believe that a decision adversely affects you, you may submit a written appeal outlining the reasons for your challenge. Appeals must be submitted within ten (10) business days from the date of notification of the Company's decision. We will review your appeal thoroughly and provide you with a written response detailing the outcome of the review. Please note that our decision following the appeal process will be final. We may impose a fee to cover the reasonable costs and expenses incurred on the processing of your appeal.

## **22. CESSATION OF THE PLATFORM**

- 22.1 Notwithstanding any provisions in this Agreement, we retain the right to discontinue the operation of the Platform. In the unlikely event that we decide to cease operations, we will notify you as soon as possible. At that time:
- (i) registration of new users on the Platform will be halted, no new Issue Requests will be accepted, and no new Investment Note Campaigns will be published;
  - (ii) all pending Investment Note Campaigns will be cancelled, and any funds already transferred to our Trust Account will be returned to the relevant investors' designated bank accounts without interest, after deducting any applicable fees and charges;
  - (iii) all successful and active Investment Note Campaigns will continue to be managed by us until full repayment is completed or until the Investment Note is terminated, whichever occurs earlier.

- 22.2 The Platform and our Services will only be terminated after all repayments related to the Investment Note are completed and settled any fees and charges owed under this Agreement.

## **23. LIMITATION OF LIABILITY AND DISCLAIMER**

- 23.1 We, including our employees, agents, officers, contractors, and Service Providers, shall not be liable, to the fullest extent permitted by law, for any direct, indirect, punitive, incidental, special, or consequential damages, losses, or expenses arising from any causes of action. This includes, but is not limited to, damages for loss of use or data, loss of opportunity, loss of goodwill, and loss of profits (whether actual or anticipated), whether to you or any third parties, arising out of or in any way connected with the following:
- (i) the use or performance of the Platform or our Services;

- (ii) the Issuer and/or the Security Parties failure to repay any amounts due under the Investment Note to you, whether through the Platform or otherwise;
- (iii) any information or documents provided to you about the Issuer and/or the Security Parties via the Platform, including aspects of our scoring process, or risk rating, particularly regarding their creditworthiness;
- (iv) any negligence, willful misconduct, or fraud by third-party debt collectors in delivering their services;
- (v) any delays or inability to access the Platform or our Services;
- (vi) the provision of or failure to provide the Services;
- (vii) any information, data, software, products, services, and related graphics obtained through the Platform or otherwise;
- (viii) any reliance on statements, representations, or information on the Platform or Services; or
- (ix) any other issues arising from the use of the Platform or Services.

We shall not be liable for any loss or damage, whether arising from contract, tort, strict liability, or otherwise, except in cases where such loss or damage results solely from our breach of this Agreement or is caused solely by our negligence, willful misconduct, or fraud.

- 23.2 Without limiting any other provisions of this Agreement, you agree to indemnify and hold us, along with our employees, agents, and officers (collectively referred to as "Indemnified Parties"), harmless from any and all actions, proceedings, costs, claims, expenses (including full indemnity legal costs), demands, liabilities, losses, and damages, including direct, indirect, or consequential losses. This indemnification covers any claims made by third parties, as well as claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorized access (including hacking), property damage, or financial losses incurred by the Indemnified Parties arising from your access to or use of the Platform or our Services. This applies regardless of whether such access or use was authorized, and includes instances related to breaches of this Agreement, and/or the Investment Note, as well as violations of the rights of others or breaches of applicable laws, except where these arise solely from our willful misconduct or fraud. Any claim for costs and expenses under this clause must be supported by appropriate documentation.
- 23.3 We shall not be responsible for the actions or conduct of the Issuer and shall not be liable to you if any Issuer takes any action, including but not limited to harassment, against you or your directors, partners, or shareholders. Similarly, we will not be liable to you for any legal proceeding actions taken by the Issuer, against you or your directors or shareholders.
- 23.4 The Platform is offered on an "as is, where is basis", and to the maximum extent permitted by law, we explicitly disclaim all express, implied, and statutory warranties.
- 23.5 You are responsible for installing, updating, and maintaining the necessary antivirus software on your computer or device.
- 23.6 We do not warrant that the Services, features, or access to the Platform will be timely, uninterrupted, or free from errors or omissions. Additionally, we do not warrant that the Platform or its content is free from viruses or other harmful code, or that downloading, installing, or using any software or content from the Platform will not impact the functionality or performance of your computer or device. You, and not the Company, will be responsible for all costs associated with servicing, repairs, or corrections related to your computer or device. You also agree not to hold the Company liable for any loss of content on your device resulting from circumstances beyond our control.

- 23.7 You are prohibited from accessing the Platform through any third-party sites, links, or applications. If you choose to download, install, or use any software or application on your computer or device, you assume all associated risks and responsibilities. The Company will not be liable for any loss or damage you may incur as a result of these actions.
- 23.8 The Platform may include links to websites not maintained by the Company, and the Company has no control over these external sites. Any links provided are for the convenience of users and do not imply endorsement or association with the operators of those websites. The Company expressly disclaims all responsibility and liability for any direct or indirect damage or loss, including issues such as viruses, spyware, malware, errors, or other harmful materials, resulting from the use of or reliance on content available on these linked sites. Users access and use such external resources at their own risk, and the Company is not responsible for their availability or content.

## 24. NOTICES

- 24.1 All notices and communications regarding your account, activities on the Platform, and this Agreement must be sent to us via email. Conversely, any notices, demands, or communication from us to you will be in writing and may be delivered in several ways: by hand to your registered address, via prepaid registered post with recorded delivery to your address, through electronic mail to any email address listed in your profile, by SMS to the mobile number registered with us, by facsimile transmission to your facsimile number, via push notifications on the Platform, or by posting on the Platform or our website.
- 24.2 Any notice, demand, request, or communication from us to you will be considered duly served in the following ways:
- (i) to effective immediately if delivered by hand; sent as a push notification on the Platform; sent via electronic mail or SMS; sent by facsimile; through telephone call; posted on the Platform; and/or
  - (ii) to effective two (2) business days after posting if sent by prepaid registered post with recorded and proof on delivery.
- 24.3 Any communication from you to us will only be deemed served upon actual receipt.
- 24.4 You agree to promptly inform us of any changes to your correspondence address, email address, telephone number, and other contact information ("Contact Information"). If you fail to update us about such changes, you acknowledge that we may rely on the Contact Information currently registered in your profile.
- 24.5 All notices and communications under this Agreement shall be in the English language.

## 25. FORCE MAJEURE

- 25.1 We shall not be responsible to you for any failure in the performance of your obligations, any claim in respect of any loss, damages or injury to earnings, profit or goodwill or business caused directly or indirectly or any other fault if such failure, loss, damage or other fault is caused by circumstances beyond the reasonable control by us ("**Force Majeure Event**") including but not limited to, any fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, lock-out, riot, civil disturbances, act of public enemy, natural catastrophe, embargo, war, Act of God, inevitable accidents, unforeseen events mechanical, electronic or communications failure, interruption to the Platform or Services, and/or acts of any government or authority.
- 25.2 If any delay or non-performance caused by a Force Majeure Event persists for more than 90 days, we reserve the right to terminate this Agreement by providing you with 14 days' written notice before the termination, without affecting any rights that have accrued prior to that termination.

## **26. GENERAL TERMS**

### **26.1 No Partnership**

This Agreement shall not be interpreted as creating a joint venture or partnership between you and us. Neither party is considered an agent of the other, and except as explicitly stated in this Agreement, neither party has the authority to act on behalf of or bind the other. Furthermore, nothing in this Agreement shall establish any relationship of principal and agent, employer and employee, or any other form of partnership between the parties or their affiliates, officers, employees, agents, or subcontractors. No party has the right or power to bind or impose obligations on the other without prior written consent.

### **26.2 Waiver**

Any failure or delay on our part to exercise or enforce any rights under this Agreement shall not be considered a waiver of those rights. Furthermore, if we waive any breach of a provision in this Agreement, it does not imply a waiver of any future breach of the same or any other provision.

### **26.3 Severability**

If any term, condition, provision, or undertaking of this Agreement is found to be void, illegal, or unenforceable under applicable legislation, it shall be ineffective to that extent only, while the rest of this Agreement shall remain in full force and effect. The validity and enforceability of the Agreement in any other jurisdiction will not be impacted. In such cases, each party agrees to execute any additional documents reasonably requested by the other party to ensure the enforceable effect of any provision deemed invalid. Furthermore, if a provision is void, illegal, or unenforceable but could be valid if modified, it shall be adjusted to the extent necessary to render it valid and enforceable.

### **26.4 Entire Agreement**

This Agreement, along with the referenced documents, constitutes the complete and exclusive terms agreed upon by both parties regarding the matters addressed herein, superseding all prior agreements, whether written or oral. In entering into this Agreement, both parties acknowledge that they do not rely on any representations, warranties, or statements outside those expressly included here. All provisions of this Agreement shall remain in effect to the extent they can be performed, regardless of the completion of the matters described, except where expressly stated otherwise. This Agreement shall bind and benefit the successors and legal representatives of each party.

### **26.5 Cost and Expenses**

You shall be solely responsible for all fees, costs, and expenses associated with the preparation, negotiation, execution, and enforcement of this Agreement and any related documents. This includes, but is not limited to, stamp duty, registration fees, legal and professional fees, and any taxes or charges imposed by government authorities in connection with this Agreement and the Investment Note. Additionally, you will be responsible for any applicable sales and services taxes on required payments.

### **26.6 Assignment**

Except as expressly provided in this Agreement, you shall not assign or transfer any of your rights, obligations, duties, and/or liabilities under this Agreement without our prior written consent.

### **26.7 Reconstruction and Successors in Title**

This Agreement shall remain valid and enforceable for all purposes, regardless of any changes resulting from amalgamation, merger, reconstruction, or similar actions affecting our constitution or any company conducting business on our behalf. It shall be binding upon and benefit your heirs, personal representatives, successors, permitted assigns, and our successors or assigns.

#### 26.8 Survival on Termination

All disclaimers, indemnities, and exclusions outlined in this Agreement shall remain in effect even after the termination of this Agreement for any reason.

#### 26.9 Time of Essence

Time shall be of the essence for all matters related to this Agreement, unless explicitly stated otherwise. Any time or period specified in this Agreement may be extended by mutual written consent of the Parties; however, for any originally fixed or extended time, date, or period, time shall remain of the essence.

#### 26.10 Governing Law

This Agreement, including any disputes or claims arising from it, shall be governed by and construed in accordance with the laws of Malaysia. The validity, construction, and performance of this Agreement are subject to Malaysian law. Any disputes related to this Agreement or the associated documents, including questions regarding their existence, validity, or termination, shall be referred and finally resolved by the Courts of Malaysia, to which both Parties unconditionally and irrevocably submit.

#### **SIGNED BY**

I/We, the Investor(s) hereby acknowledge that I/we have read, understood, and accept the terms and conditions outlined in this Agreement. By ticking the box, I/we confirm that I/we agree to all provisions and obligations set forth within this Agreement and consent to abide by its terms.

This acknowledgment serves as confirmation of my/our acceptance of this Agreement in its entirety, including any future amendments or modifications, as specified by this Agreement.

**SCHEDULE 1**  
**SALIENT FEATURES OF INVESTMENT NOTE**

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

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



**SCHEDULE 2**  
**FEES AND CHARGES PAYABLE BY THE INVESTORS**

No.	Categories of Fees and Charges	Rate	Description	Time of Payment/ Remark
1.	Commission	At the prevailing rate published on our Platform when the Letter of Offer is issued.	Fees payable until the full payment of Investment Note or such other percentage as determine by the Company.	50% of the total commission charge will be deducted upfront upon the disbursement of Investment Note.  Subsequent commission charge shall be payable on the payment due date.  Fees is not refundable in the event of prepayment/ early settlement of Investment Note.
2.	Stamp Duty	At the prevailing rate in force at the time of stamping.	Stamp duty is calculated based on the principal amount issued.	Payable upon acceptance of Note.
3.	Miscellaneous Charges	At the prevailing rate as notified by us.	Such other fees and charges that we may reasonably apply from time to time.	Payable as and when notified by us.

**Note :**

The fees and charges outlined above do not include applicable taxes. If any taxes imposed by the Malaysian government, including but not limited to service tax, apply to the fees and charges under this Agreement, the Company has the right to charge those taxes, which must be paid by the Investor.

Notwithstanding the above, we reserve the right to vary the rates payable by the Investor to the Company. We may charge additional fees and charges to the Investor for the additional services requested and the said additional services shall be part of the main services provided to the Issuer under this Agreement and/or the Investment Note.

### **SCHEDULE 3 RESERVED MATTERS**

- (a) any restructuring of the Investment Notes;
- (b) any changes, modifications, or cancellations of the covenants, terms, provisions, and conditions within the Investment Notes as proposed or requested by the Issuers (except for amendments to the annexure of the Investment Note made before the successful completion of the Investment Note Campaign);
- (c) any changes to the purposes of the fundraising under the Investment Notes;
- (d) any alterations or substitutions of the Securities provided under the Security Documents to secure the repayment of the Principal Amount, interest, late payment interest, and/or late payment charges, or any other charges payable under the terms and conditions of the Investment Notes (including but not limited to the release of any guarantors or other Security Parties from the Securities granted in favour of us, the Investors, and/or the Security Agent);
- (e) any changes, modifications, cancellations, or compromises of the Investors' rights against the Issuers under the Investment Notes;
- (f) any Restructuring Proposal and Recovery Actions;
- (g) any other matters related to or connected with the Investment Notes, Securities, and/or Security Documents that we believe would require a vote from the Investors.