ANNEXURE TO THE LETTER OF OFFER FOR INDIVIDUAL

1. AVAILABILITY PERIOD

The Availability Period for the Facility shall be for twelve (12) months from the date of your acceptance of this Letter of Offer as Customer ("**the Customer**") and within this time, first disbursement of the Facility must be made. Otherwise, AmBank Islamic Berhad (Company No: 199401009897 (295576-U)) ("**the Bank**") may, treat the Facility as cancelled.

Any extension of the Availability Period is subject to the Bank's approval.

2. CONDITIONS PRECEDENT TO DISBURSEMENT

2.1. Disbursement of the Facility shall be subject to the fulfilment of the following conditions (where applicable):

a. Completion of all the Letter of Offer, Facility Agreement, security documents and transactions evidencing the Tawarruq Arrangement including but not limited to the [Purchase Request], Appointment of AmBank Islamic Berhad as Purchasing and Sale Agent, Murabahah Sale Contract and the security documents (collectively known as "Transaction Documents"). The Bank is satisfied that the execution, delivery and performance of the Transaction Documents and Security Documents have been duly authorised and approved by all necessary party(ies) and that the same do not contravene any laws, rules or regulations or any contractual or other restrictions;

b. other confirmations as advised by the Bank's solicitors including a confirmation that no Events of Default has occurred or is occurring;

c. all stamp duties, registration fees, solicitors' costs and all other sums whatsoever payable by the Customer in respect of the Transaction Documents have been duly paid;

d. a Private Caveat or Lien-Holder Caveat shall have been duly lodged over the Property, where necessary;

e. the Bank shall have received from the Vendor and/or the Proprietor or the Customer or such other party or parties all requisite and necessary undertakings, instruments, consents, confirmations and all other necessary documents;

f. the Customer, the Vendor and/or Proprietor and all other relevant party or parties shall have fulfilled, in manner satisfactory to the Bank, all other conditions precedent, terms and special conditions to the payment of the Facility by the Bank as set out in the Facility Agreement and Letter of Offer to the Customer;

g. the Bank shall have received documentary evidence in form and substance satisfactory to it that the difference between the amount of the Facility amount under the Facility and the Sale and Purchase Price has been duly paid by the Customer to the Vendor;

h. no extraordinary circumstances or adverse change, howsoever brought about or materially or adversely affect the financial condition or otherwise of the Customer or change of law or other governmental action shall have occurred and which occurrences or might makes it improbable (in the absolute opinion of the Bank) that the Customer will be able to observe and perform the covenants and obligations or its part under this Facility;

i. the Bank's solicitor would have confirmed that a search conducted on the Property reveals that the Property is free from encumbrances and, where applicable there are no restrictions in interest affecting the Property;

j. the Customer shall have furnished to the Bank a valuation report by an independent valuer on the Bank's panel of valuers confirming the forced value of the Property, which shall be acceptable to the Bank (if applicable);

k. the Bank shall have received from its solicitors the result of the bankruptcy search on the Customer from the Malaysia Insolvency Department confirming that the Customer has not been adjudged bankrupt and there is no bankruptcy or analogous proceedings commenced or threatened against the Customer or in the absence of the same, a Statutory Declaration by the Customer confirming the same;

l. the Bank shall have received from the Vendor and/or the Proprietor the letter of undertaking in the format acceptable by the Bank:

   i. to deliver to the Bank the issue document of title/strata title to the Property free from all encumbrances when the same is issued together with a valid registerable and stamped transfer in favour of the Customer;

   ii. not to encumber or further encumber the Master Title on which the Property is erected without the consent in writing of the Bank;

   iii. to refund the any sum of monies disbursed in relation to this Facility in the event:

      A. the transfer of the Property in favour of the Customer cannot be registered for any registered for any reason whatsoever; and/or

B. the Property is not completed or suspended; and/or

C. the Certificate of Completion and Compliance is not issued.

m. to produce the relevant letter of consent from the appropriate authority for the transfer of the Property to the Customer and charge over the Property in favour of the Bank (where applicable), upon issuance of the issue document of title /strata title to the Property;

n. the Bank shall have received certified true copies of the specimen signatories to this Facility and all other documents notices and certificates required to be given by the Customer pursuant to this Facility;

o. the Bank shall have received such further certificates and opinions as it may reasonably require as to all or any of the matters which are subject of this Section;

p. If the property financed in encumbered to any financial institutions, the disbursement of the Facility shall be released, firstly to pay redemption sum in full to the financial institutions;

q. the Bank shall have received from the bridging financier (if any) letter of disclaimer to exclude the Property from any foreclosure proceedings upon receipt of the specified redemption sum;

r. in case of refinancing, where the Property is subject to an existing assignment or charge as the case may be, the Bank shall have received the redemption statement from the existing bank of the Property together with the undertaking to refund the redemption sum to the Bank in the event that the receipt and reassignment or discharge of charge as the case may be cannot be perfected for any reason whatsoever and the undertaking to forward to the Bank or the Bank's solicitors:

   i. in the event the issue document of title/strata title to the Property has been issued, the original issue document of title/strata title as the case may be together with the duly executed Form 16N and the duplicate charge; and

   ii. in the event the issue document of title/strata title to the Property has not been issued, the original Sale and Purchase Agreement and the original related agreements, or in such other format as may be acceptable to the Bank at the Bank's absolute discretion.

s. Payment of legal fees and disbursement incidental thereto (including the Bank's Solicitor fees on a solicitor- client basis).

t. Disbursement for Mortgage Reducing Term Takaful ("MRTT") is allowed prior to fulfillment of Clause (g) or (p) above provided the relevant Facility Agreement and documents and transactions evidencing the Tawarruq Arrangement including but not limited to the [Purchase Request, Appointment of AmBank Islamic Berhad as Purchasing and Sale Agent, Murabahah Sale Contract have been duly executed and stamped;

u. when required by the Bank receipt by the Bank all takaful certificates required by the Bank including but not limited to MRTT to cover the Property against total loss incident, against the risks of fire and other risks as the Bank deems fit, which takaful plans shall be in form and content acceptable to the Bank, from a Takaful Operator on the Bank's panel or such other Takaful Operator acceptable to the Bank;

v. Satisfactory evidence on conversion of land into appropriate category in accordance to the project development together with certified true copies of premium receipt (where applicable).

w. If required, consent and/or disclaimer from the debenture holder;

x. Satisfactory evidence that the conduct of existing facility to be refinanced under the Facility is satisfactorily conducted (for refinancing only).

y. Receipt of the certified true copies of the Developer License and Advertising Permit (where applicable).

z. Receipt of the certified true copies of the relevant authorities' approval on Building Plan (where applicable).

aa. Receipt of a certified true copy of an irrevocable Power of Attorney which has been registered at the High Court (where applicable)

Other terms and conditions as may be imposed by the Bank shall have been fulfilled to the absolute satisfaction of the Bank.

bb. receipt by the Bank (in the form and substance acceptable to the Bank) from the Customer the fully executed AmBank Group's anti-bribery and corruption declaration form as referred to in Clause 12A.0. For the purpose of this Agreement, "AmBank Group" shall mean all the related companies and associate companies of the Bank and its holding company incorporate inside or outside Malaysia whether existing now or in future.

The condition precedents contained herein are inserted for the sole benefit of the Bank and may be waived wholly or in part by the Bank at its discretion without prejudicing its right. Such waiver shall not prejudice the Bank from insisting on compliance by the Customer and/or Security Parties with any such waived conditions precedent at any subsequent time.

Notwithstanding any provision herein and without prejudice to any other rights or remedies available to the Bank, the Bank shall suspend, withhold, defer, refuse, or cancel any disbursement or credit facility (whether in whole or in part) if the Bank in good faith reasonably believes and is satisfied that disbursement or extension of credit facility may result in the Bank to be in breach of any applicable laws, regulations, sanctions requirements, court orders or internal policies established to ensure compliance with such requirements.

For the avoidance of doubt, the Bank shall not be liable for any loss, damage, cost, claim, or delay arising from or in connection with any suspension, withholding, deferments, refusal, or cancellation of any disbursement or credit facility except where such loss arises from the Bank's fraud, willful misconduct, or gross negligence."

3. Salary Deduction Scheme

3.1 Customers may select up to three financing products to be enrolled under the AmBank salary deduction function. This limit is designed to help manage payment commitments effectively and ensure a smooth experience.

Should you wish to apply for more than three products, any additional applications will be processed through our standard application procedure, without salary deduction. In the event the financing needs to be reassessed due to max salary deduction facility hit, all costs (if any) incurred will be borne by customer.

Note: If the AmBank@work Salary Deduction Scheme set-up fails prior to financing disbursement due to hitting the limit of maximum three financing to one payroll account, the Bank reserves the right to increase the pricing by 0.10% on top of the prevailing rate, with prior notice of 21 days to the customer.

3.2 For Customers who applied for Salary Deduction Scheme, regardless of instalment/payment due date, once salary is credited*, the instalment/payment amount due will be deducted on the same day (or the next day if salary is credited after the Bank's cut off time) for payment purposes

** Salary is defined based on incoming fund from the Customer's employer who is an AmBank Payroll Solution subscriber and has processed the transaction per AmBank Payroll Solution's salary upload process. Any transactions deemed as salary by the Bank will trigger the Salary Deduction Scheme for instalment/payment purpose for any amount due (if any).*

3.3 In the event Customer is no longer AmBank@work Customer* and/or opts out from Salary Deduction Scheme, the Bank reserves the right to revise the profit rate by 0.05% on top of the prevailing rate, with prior notice of 21 days to the Customer.

** Customer is no longer an AmBank@work customer if customer's employer is no longer subscribed to AmBank@work Payroll Solutions, and/or failed to have salary credited via the payroll systems for 3 months continuously.*

3.4 Customer is reminded to ensure there is sufficient fund in the salary crediting account for payment purpose in the event salary is insufficient to settle the instalment/payment in entirety, or failed deduction due to reasons including but not limited to, posting restriction, insufficient salary amount, missed salary payout, salary payout via non-AmBank@work Payroll Solutions, etc.

4. FEES

4.1 Commodities Trading Fee

The Commodities Trading Fee pursuant to any Tawarruq Arrangement shall be calculated on the price that the Bank purchases and/or the price that the Customer sell the Commodities to the Commodity Supplier and shall be payable by the Customer upfront prior to the Bank purchase of the Commodities.

This trading fee is subject to Bursa Malaysia Islamic Services Sdn Bhd ("BMIS") trading rules & guidelines (RM15.00 per million on pro rata basis (shared equally between Bank and Customer on actual fee imposed by the trading partner)).

4.2 Wakil Fee

Wakil Fee of RM20.00 is a service fee imposed for the appointment of the Bank as the purchase and sales agent on behalf of the customer.

4.3 Legal Fees and Other Charges

a. All legal fees and incidental expenses in connection herewith are to be borne by the Customer unless otherwise stated by the Bank.

b. In the event the legal fees and incidental expenses in connection herewith are to be borne by the Bank, the fees shall exclude the legal cost, stamp duty and any incidental expenses in connection with preparation of the Memorandum of Transfer or Perfection of Charge. If the Customer cancelled the Facility at any time during the period between acceptance of this Letter of Offer and full disbursement by the Bank of the Facility amount, the

Customer shall be fully liable to reimburse the Bank for all legal expenses, stamp duty, charges and disbursement paid in relation to the Facility.

c. The Bank reserves the right to recover all legal expenses, stamp duty, charges and other related expenses in giving the Facility which shall include but not limited to gift item (if any) in the event of default in any payment due to the Bank or in the event of full settlement of the Facility is made as per Clause 9, by giving seven (7) days' prior notice in writing to the Customer in relation to the right to debit any account maintained by the Customer with the Bank.

4.4 Recoverable Fees, in Facility with zero-moving cost

In the event that the Facility is cancelled by the Customer at any time during the period between acceptance of this Letter of Offer and full disbursement by the Bank of the Facility amount, the Customer shall be fully liable to reimburse the Bank for all legal expenses, stamp duty, charges and disbursement paid in relation to the Facility. The Bank reserves the right to recover all fees and expenses incurred or suffered by the Bank arising from or relating to the Facility by giving seven (7) days' prior notice in writing to the Customer in relation to the right to debit any account maintained by the Customer with the Bank.

The fees are exclusive of Taxes.

5. LATE PAYMENT CHARGES

5.1 Late Payment Charges (Ta'widh)

The Customer hereby agrees and acknowledges that the Bank shall be entitled to impose and demand from Customer the late payment charges for the failure of the Customer to make:

No.	Applicable Period	Late Payment Charge Rate	On the Amount
1.	Prior to maturity date.	1% per annum calculated on daily basis.	i. On the overdue instalments, to be calculated after the due date until full settlement of the overdue instalments; and/or ii. On the outstanding balance, to be calculated from the date of cancellation until full settlement of the outstanding balance.
2.	After maturity date.	Islamic Interbank Money Market Rate ("IIMM") per annum calculated on daily basis or any other rate as shall be stipulated by ank Negara Malaysia from time to time.	On the outstanding balance, to be calculated from the date of cancellation until full settlement of the outstanding balance.
3.	After the Bank had obtained court judgment against the Customer.	At IIMM per annum calculated on daily basis from the date of court judgment to the settlement date.	On the outstanding balance (excluding legal costs and late payment charges as stated in the judgment), to be calculated from the date of judgment until full settlement of the judgment sum.

Late Payment Charges And Event of Default

The bank will reserve the right to outsource debt collection to an external agency and the right to sell non-performing account to a third party.

Note:

i. The late payment charges shall not be compounded.
ii. Total late payment charges shall not be more than the outstanding principal.
iii. The late payment charges and the method of calculation thereof are subject to change as may be prescribed by Bank Negara Malaysia.
iv. Outstanding balance refers to outstanding principal and earned profit.
v. The late payment charges are cumulative subject to the applicable period.
vi. Legal action will be taken if the Customer fails to respond to reminder notices. Property of the Customer may be foreclosed and the Customer will have to bear all costs. The Customer also will be responsible to settle any shortfall after the property is sold.

6. TAKAFUL/ INSURANCE

6.1 Fire Takaful/ Insurance

a. The Customer shall cover the property purchased with the Bank endorsed as Chargee/Assignee thereon to the full coverage value against fire risk and any such other risks as the Bank may require.

b. The Bank reserves the right to review and/or renew the fire takaful/ insurance policy annually upon its expiry to the full coverage value as the Bank may reasonably think fit at the cost and expense of the Customer as long as the Facility is still subsisting.

c. The Bank is entitled to, by giving seven (7) days' notice in writing to the Customer, debit the Customer's account or deduct from the Customer's payment of the Facility amount (whichever applicable) for the amount of the Takaful/ Insurance contributions/ premium and other corresponding charges.

d. The Customer shall submit a copy of the renewed policy/ certificate to the Bank within thirty (30) calendar days from the date of expiry. Failure to submit the renewed policy/ certificate within the stipulated timeframe shall be deemed as non-compliance, and the Bank reserves the right to arrange takaful/ insurance coverage for the said Property on your behalf. The contribution/ premium and any associated charges will be debited from your account.

6.2 Mortgage Reducing Term Takaful (MRTT) (If applicable)

a. The Customer shall purchase a MRTT policy with a Takaful Operator acceptable by the Bank up to a sum covered equivalent to the facility amount herein unless otherwise stated.

b. The contribution payable indicated shall be subject to confirmation by the Takaful Operator pursuant to their guidelines and requirements.

c. If the MRTT policy is not finalised for any reason whatsoever by the time the other conditions precedent for release of the Facility has been fulfilled, the Bank may at its discretion:

   i. proceed with the disbursement of the Facility (excluding the MRTT amount) subject to receipt of the Customer's authorisation letter to disburse the Facility (excluding the MRTT amount). In the event the Customer fails to provide finalised MRTT policy to the Bank within 3 months from the of authorisation letter, the Bank may waive the requirement of MRTT and may exercise its right to vary the terms set out in this Letter of Offer as follows:

      A. increasing the margin of profit rate above the prescribed rate stated in the letter of offer and/or

      B. varying the tenure of payment of the Facility and/or instalment of the Facility, OR

   ii. waive the requirement of MRTT but subject always to the Bank's right to vary the terms set out in this Letter of Offer as per (i) (A) and (B).

d. The Bank reserves the right to withhold the release of the Facility until the Customer has finalised the issuance of the MRTT. In the event the Bank requires to disburse the financing prior to the finalization of MRTT, the Bank shall not be held responsible by any damages and/or losses suffered by the Customer.

e. The Bank may at its discretion finance the contribution payable for the MRTT policy subject to the following conditions:

   i. the Bank will only finance the basic contribution for the MRTT. If the provider requires a loading or excess to be paid, the Customer will bear the cost of such loading or excess.

   ii. the Customer must assign absolutely all rights, title, interest and benefits of the proceeds payable under the MRTT policy to the Bank and name the Bank as the sole beneficiary.

f. The Takaful Operator shall terminate the policy and refund the surrender value to the Bank (if MRTT is part of the financing) or to the Customer (if MRTT is self-financed) if the Facility is cancelled. For MRTT financing, the Customer shall be responsible to pay any shortfall between the total contributions paid inclusive of profit charged against the surrender value.

7. <u>BANK'S RIGHT TO CANCEL THE FACILITY</u>

The Bank shall have the right to cancel the Facility offered to the Customer, by giving [fourteen (14)] days' prior notice to the Customer, at any time before or after disbursement of Facility, in the event the Bank is of the opinion that:

a. Any representation made by the Customer during the application of the Facility, whether impliedly or expressly, whether orally or in writing, is later found to be incorrect/not true/fraudulent;

b. There is an omission of material/relevant facts which were not disclosed or misrepresented to the Bank during the application of the Facility;

c. The Facility may be abused or not be used for its intended purpose by the Customer;

d. The Customer fails to execute all security documents within three (3) months from the date of acceptance of this Letter of Offer; and

e. If it is deemed necessary although it is not anticipated that this right be exercised in normal circumstances. (This includes, but not limited to, a situation caused by or due to the direction by Bank Negara Malaysia during a financial crisis).

Without prejudice to aforementioned, under circumstances where it is necessary to act as such including but not limited to where there is illegal and unauthorised activities, The Bank shall have the right to cancel the Facility offered to the Customer by informing the Customer,

8. Prepayment or Principal Payment

The customer shall be entitled to perform prepayment or principal payment part of the principal amount outstanding. However, such prepayment/ principal payment prior to full disbursement is not allowed without the consent of the Bank.

9. EARLY SETTLEMENT

Notice of one (1) month is required for early settlement. Notwithstanding the provision stated herein, the Bank shall be entitled to claim all sums or expenses or charges or fees incurred as a consequence of such early settlement.

10. *IBRA'* (REBATE)

The Bank will grant Ibra' (rebate), if any, on such amount of the balance Bank's Selling Price(s) and/or other monies remaining unpaid by the Customer based but not limited to the following situations:

a. For variable rate financing, in the event the amount of profit calculated based on effective profit rate ("EPR") is lower than amount of profit calculated based on the ceiling profit rate/contracted profit rate ("CPR").

b. Upon settlement of the Facility by the Customer in the following scenarios:

   i. Redemption (whether in part of in full) or prepayment of the Facility.

   ii. Due to restructuring exercise.

   iii. In the case of default by the Customer.

   iv. In the event of termination or cancellation of the Facility before the expiry date.

Ibra' (rebate) will be calculated based on the following formula or any other calculation method or formula as may be prescribed by Bank Negara Malaysia:

Ibra' (rebate) = deferred profit – early settlement charge

If the Facility is cancelled by the Bank within the Availability Period as set out in Clause 1 above, the Profit Portion calculated in the undisbursed amount shall be waived by the Bank by way of *Ibra'* (rebate).

11. DISCLOSURE OF INFORMATION

a. Bank Negara Malaysia has established a Central Credit Bureau ("the Bureau") to collect information from banks regarding credit/financing Facility which they grant to their customers to enable participating banks (of which the Bank is one), who are approached for credit/financing Facility by a customer, to be informed by the Bureau of the aggregate credit/financing Facility granted to that customer by other banks. This information is kept strictly in confidence between the Bureau and all participating banks and it is a term of the Facility offered herein that information regarding it shall be given to the Bureau for the use of the Bureau and the participating banks.

b. The Customer(s) hereby irrevocably consents for the Bank to disclose any information pertaining to the Customer(s) (including his accounts and future accounts with the Bank) and the Facility and all matters relating thereto to Biro Maklumat Cek BNM; the Bank's auditors, legal counsel, Shariah and other professional advisers; any person who provides any Security as set out in the Master Facility Agreement; the guarantor(s); any companies within AmBank Group of companies; pursuant to any law; subpoena or other legal provisions or in connection with any legal action, suit or proceedings relating to the Facility or Security.

c. The Customer acknowledges and agrees that the permission given under this Clause 11 is for the purposes of Section 146(1) of the Islamic Financial Services Act 2013 ("IFSA") and that no further consent from the Customer is required for the purposes of this Clause 11. The Customer further agrees that in the event the Customer defaults on the payments for the Facility, the Customer agrees, consents and permits the Bank to disclose the Customer's

credit information to any credit reporting agency registered under the Credit Reporting Agencies Act 2010. The Customer consent with the Bank that such disclosure of credit information and obtaining of credit reports can be performed by the Bank at any time during and/or after the cessation of relationship between the Bank and the Customer, including when there is any default / outstanding amount due to the Bank from the Customer.

d. The Customer acknowledges and agrees that the Bank shall be entitled to obtain, use, process and disclose data on the Customer and/or the Security Party for the Bank to discharge its duties under this Annexure and/or pursuant to the Facilities. As far as individuals are concerned, such data shall include names, telephone numbers, identity card numbers and addresses and such individuals have a right of access to the personal data that the Bank may hold about such individuals pursuant to the Personal Data Protection Act 2010 (Act 709).

12. PRIVACY CLAUSE

a. The Customer is hereby reminded to read and understand the Privacy Notice of AmBank Group (which is available at www.ambankgroup.com) and the clauses herein, as may relate to the processing of the Customer's personal information. For the avoidance of doubt, the Customer is hereby reminded that the said Privacy Notice shall be deemed to be incorporated by reference into this Annexure to the Letter of Offer.

b. In the event Customer provides personal and/or financial information relating to third parties, including but not limited to information relating to the Customer's next-of-kin, defendants, authorised signatories, directors, shareholders, officers, and Security Parties for the purpose of the Facility, the Customer:

   i. confirms that the Customer has obtained their consent or are otherwise entitled to provide the information to the Bank and for the Bank to use it in accordance with this Letter of Offer and to provide information on the Bank's products, services and/or offers (inclusive of the products, services and offers of the other entities within AmBank Group) which the Bank and/or entity within AmBank Group believe may be of interest and/or beneficial to them;

   ii. agrees to ensure that the personal and financial information of the said third parties is accurate;

   iii. agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and

   iv. agrees to the Bank's right to terminate the Facility should such consent be withdrawn by any of the said third parties

c. Where the Customer instruct the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by the Bank's agents abroad, overseas regulators and/or authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or our agents to enter into any cross-border transaction on the Customer's behalf, the Customer agrees to the above said disclosures on behalf of the Customer and others involved in the said cross-border transaction.

d. The Customer's latest written instructions to the Bank will prevail. The Customer acknowledges that certain communications such as the statements of Facility to the Customer and AmBank Group's websites may contain standard information regarding other products and services of the Bank and AmBank Group that cannot be removed without affecting the delivery/operation provision of the Facility and/or without additional costs to the Customer.

e. The Bank may use a credit reporting agency to help make decisions, for example when the Bank needs to:

   i. check details on applications for the Facility, financing and financing-related or other facilities granted to the Customer;

   ii. managing and reviewing the Facility; and/or

   iii. recover debts owed by the Customer.

f. The Customer will be linked by credit reporting agencies to any other names the Customer use or may had used, and any joint and several applicants. The Bank may also share information about the Customer and how the Customer manage the Facility with relevant credit reporting agencies.

g. Even after the Customer has provided the Bank with any information, the Customer will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of the Facility that is/are linked with such information.

h. For reasons which shall be specified by the Bank in the relevant notice, the Bank reserves the right to amend this Clause from time to time by providing twenty-one (21) calendar days' prior notice to the Customer.

12A.0 ANTI-BRIBERY AND CORRUPTION

The Customer hereby acknowledges that AmBank Group has zero tolerance towards all forms of bribery and corruption. The Customer further undertakes to the Bank that it shall not directly or indirectly offer, promise, request from and/or authorize any form of improper payments, financial benefits, rewards or any valuable consideration ("Gratifications") to or from any of the Bank's directors, officers, employees, representatives, agents or other persons associated with or controlled by or acting on behalf of any of them (the "Bank's Agents") from any of the Customer's family members or any parties acting for or representing the Customer in exchange for business favors, information, favorable treatment, improper benefits or advantage or inducement to do or not to do something.

The Customer shall undertake to immediately notify the Bank of any attempt by any parties to solicit or to give any Gratifications or solicit or give any advantage (financial or otherwise) to or from the Bank and the Bank's Agents. In furtherance to the above, the Customer agrees and undertakes that:-

a) The Customer has read, understood and shall fully comply with the Bank's Anti-Bribery and Corrupt Practices Policy ("ABCP Policy") and shall promptly notify the Bank of any breach and/or suspected breach of the ABCP Policy. The ABCP Policy is available at https://www.ambankgroup.com/eng/Pages/AntiBriberyCorruptPracticesPolicy.aspx;

b) Pursuant to the ABCP Policy, the Customer shall fully execute the Bank's anti-bribery and corruption declaration form and return the duly executed copy to the Bank for its record;

c) The Customer shall strictly comply with current laws and regulations in Malaysia relating to anti-bribery or anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 including all its amendments acts ("MACCA"); and

d) Notwithstanding anything stated herein, if at any time the Customer or other third party(ies) acting for or representing the Customer is involved in the transaction contemplated in this matter breaches this clause and/or is being investigated for bribery or corruption, then the Bank shall be entitled to terminate this transaction with immediate effect without any liability with written notice to the Customer. When this happens, the Customer shall be liable to fully indemnify and hold the Bank and/or any of the Bank's Agent harmless from and against any and all claims, losses, liabilities, damages, penalties, costs and expenses howsoever arising as a result thereto.

13. NOTIFICATION OF CHANGES TO THE TERMS AND CONDITIONS AND FEES AND CHARGES

a. The Bank shall communicate to the Customer with twenty-one (21) calendar days' prior notice containing the reasons for such changes, variations or amendments prior to the effective date or implementation date of any:

   i. changes, variation, amendment or addition of terms and conditions;

   ii. changes in any fees and charges applicable to the Facility; and/or

   iii. changes, variation of the rate of Margin and/or the Standardised Base Rate ("SBR") and/or the effective profit rate applicable to the Facility subject that the varied rate shall not exceed the ceiling profit rate (applicable for variable rate financing-i).

b. The Customer hereby agrees that the Bank shall be entitled to adopt any one or more of the following manner or methods of communication concerning such changes including the effective date of any such change provided that such variation may not take effect retrospectively:

   i. by posting a notice in the Bank's premises; and/or

   ii. by way of a single publication in one or more daily newspaper of the Bank's choice; and/or

   iii. by posting an insertion in the Bank's statement of account; and/or

   iv. by sending notice by way of an ordinary or registered post; and/or

   v. by sending notice by short message service ("SMS") or electronic mail to the Customer or by posting the notice on the Bank's website; and/or

   vi. in respect of the SBR, by placing in one of the major daily newspapers of the Bank's choice, a general notice of change of the SBR addressed to the public generally or by serving a notice in writing to the Customer; and

   vii. in respect of the Margin by serving a notice in writing to the Customer of the change in the Margin;

c. And such amended profit rate shall be applicable as from the date specified in such notice; service of such notice shall be deemed to have been sufficiently given and served on the Customer, if dispatched by personal delivery or sent by ordinary post to the address herein stated.

d. Notwithstanding the role of margin and/or the Standardised Base Rate ("SBR") of the Bank and/or the provisions relating to the profit rate as provided, the Bank shall be entitled at any time and from time to time hereinafter to

vary the margin and/or the SBR and /or the profit rate applicable to the Facility subject that the varied rate shall not exceed the ceiling profit rate by serving at least 21 calendar days prior notice to the Customer of such intention in the manner prescribed in Clause 13(b) of this Annexure.

14. INSTRUCTIONS

a. The Bank shall be entitled to assume that any instructions received by the Bank, whether verbal (either in person or through the telephone) or written (in any form, including but not limited to facsimile and electronic transmissions) are genuine and are duly given or relayed to us by the Customer or person(s) duly authorised by the Customer and Bank shall be further authorised to act in accordance with such instructions. The Bank shall be under no duty to make enquiries to ensure that such instructions are in fact genuine or authorised and any disbursement pursuant to such instructions shall be deemed to be a disbursement under the Facility. Furthermore, upon reasonable notice from the Bank, the Customer shall indemnify the Bank against any and all losses, liabilities, expenses and costs however incurred by the Bank as a result from acting on such instructions received by the Bank save and except where it is due to gross negligence, fraud or wilful misconduct by the Bank or its agents.

Notwithstanding the above, the Bank retains the full right at its discretion with reasonable reason from or to delay in acting on any instructions received by the Bank from the Customer or on the Customer's behalf and/or insist on the production of the original disbursement notice(s) in writing from the Customer. The Bank shall not be responsible or liable for any loss or damage sustained by the Customer by reason of such failure or delay save and except where it is due to gross negligence, fraud or wilful misconduct by the Bank or its agents

15. GOVERNING LAW

This Letter of Offer and other documents executed by the Bank and/or the Customer pursuant to the Facility shall be governed by and construed in accordance with the laws of Malaysia and the parties agree to submit to exclusive jurisdiction of the Malaysian courts.

16. RECONSTRUCTION

This Letter of Offer shall be valid and binding notwithstanding any change by amalgamation, reconstruction or otherwise of the Bank and no change of any party shall affect the liability and obligations created whether past, present or future.

17. LEGALITY

a. The offer and availability of the Facility in this Letter of Offer is conditional upon there being no contravention of any laws in relation thereto.

b. Without prejudice to the generality of the foregoing, the offer and availability of the Facility in this Letter of Offer is conditional upon the Customer representing and undertaking that the financing by the Bank herein and the Bank's agreement to grant or make or continue to make available the Facility to the Customer will not contravene nor be in breach of any prevailing laws or regulatory requirements or terms and conditions or provisions prescribed by or stipulated in the directives or guidelines that are or may from time to time be issued by Bank Negara Malaysia, the Association of Islamic Banking Institutions Malaysia (AIBIM) and/or any other persons or body having authority or jurisdiction over the Bank (the "Applicable Laws and Regulations"). The Applicable Laws and Regulations to which the Facility are subject shall include but are not limited to:

   i. all prevailing provisions of the IFSA and all prevailing Bank Negara Malaysia's guidelines and directives issued in respect thereof and all prevailing Bank Negara Malaysia's guidelines issued pertaining or applicable to grant of Facility to persons connected to the Bank;

   ii. and any financing limits or restrictions that may be imposed upon the Bank from time to time by Bank Negara Malaysia or any other governmental authority.

18. REPRESENTATION AND WARRANTIES

The Customer in giving declaration(s) in respect of any of the aforementioned or any terms and conditions of this Letter of Offer where required by and upon terms stipulated by the Bank shall be deemed to represent and warrant to the Bank that the contents therein shall remain true and accurate in all respects so long as the Facility remain available or any sums in relation to the Facility remains payable. The Customer shall also be bound by the representation and warranties made to the Bank in the Facility Agreement.

19. TAX

19.1 Stamping

Please take note that this Letter of Offer is required to be stamped within thirty (30) days from the date hereof failing which the stamp office will impose penalty. All stamp duties, penalty (if any) and other costs shall be borne by the Customer.

19.2 Taxes

Unless expressly stated otherwise in this Letter of Offer, the Customer agrees that all monies payable by the Customer for the provision of any supply made by the Bank in connection with the Facility is exclusive of Taxes. Any Taxes on such supplies shall be borne and paid by the Customer in addition to the amounts due to the Bank.

For the avoidance of doubt, the term "Taxes" means any taxes, including but not limited to goods and services tax, value added tax, consumption tax, consumer tax, indirect tax, service tax, duties, levies and other taxes which may now be or hereafter imposed by the Government of Malaysia.

20. SCAN SIGNATURE

This document may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This document may also be executed via facsimile or portable document format or by any other electronic means, or by combination of such means and may be used in lieu of the original document for all purposes.

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