ANNEXURE TO THE LETTER OF OFFER (INDIVIDUAL)

1.0 Availability Period for Drawdown

1.1 The first drawdown of the Facility must be made within twelve (12) months from the date of acceptance of this Letter of Offer, failing which the Bank may, treat the Facility as cancelled.

1.2 Thereafter, the Facility must be fully drawdown within the completion time frame as stated in the Sale and Purchase Agreement, failing which, the Bank may, cancel the undrawn portion of the Facility.

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

2.0 Conditions Precedent to Drawdown

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

a) payment of the differential amount between the Facility amount and the purchase price of the Property or the differential amount between the Facility amount and the redemption sum payable to the existing financier. For property under construction purchased from Developer with MRTA/MRTT (as defined below) financing, the MRTA/MRTT financing shall be released notwithstanding the settlement of the differential sum subject to all other conditions as set below (where applicable) are fulfilled. For combination of HL (as defined below) and TL (as defined below) in a refinancing case, the shortfall amount between the redemption amount and the Facility amount shall only be disbursed together with the TL financing amount upon perfection of the security documents;

b) receipt of the requisite approvals, consents and undertakings from the relevant authorities or other parties for the transfer/development or construction of the property;

c) statutory declaration to be executed by the Borrower and Security Parties that neither of them are wound-up/ bankrupt;

d) receipt of the official search report from the official receiver/official assignee's office that neither the Borrower nor the Security Parties are wound up/bankrupt;

e) consent and/or disclaimer from existing debenture holder of the Borrower;

f) no Event of Default has occurred;

g) submission of approval letter from Land Office on conversion of land into appropriate land use in accordance to the project development together with certified true copies of premium payment receipt;

h) receipt of the certified true copies of the Developer License and Advertising Permit (where applicable);

i) receipt of the certified true copies of the relevant authorities' approval on Building Plan (where applicable);

j) receipt of a certified true copy of an irrevocable Power of Attorney which has been registered at the High Court (where applicable);

k) all Security Documents having been duly completed, stamped and presented for registration with the relevant authorities;

l) satisfactory evidence that the conduct of existing loan to be refinanced are satisfactory conducted;

m) if the Property financed is charged to any Bridging Financier, the drawdown of the Facility shall be released, firstly to pay the redemption sum to the Bridging Financier as per their undertaking cum redemption statement letter and in accordance to the Schedule of Payment set out in the Sale and Purchase Agreement*;*

n) receipt by the Bank (in the form and substance acceptable to the Bank) from the Borrower the fully executed AmBank Group's anti-bribery and corruption declaration form as referred to in Clause 11A.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; and

o) satisfactory of any other conditions which the Bank may require.

2.2 The condition precedents contained herein may be waived wholly or in part the Bank without prejudicing its rights. Such waiver shall not prejudice the Bank from in insisting on compliance by the Borrower and/or Security Parties with any such waived conditions precedent at any subsequent time.

2.3 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.

2.4 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.

3.0 The Facility

3.1 The Facility granted by the Bank under the Letter of Offer consist of:

3.1.1 Term Loan (TL), as it may be referred to:

a) Housing Loan (HL)/Property Loan;

b) HomeLink/PropertyLink; or

c) Term Loan for, including but not limited to financing of Mortgage Reducing Term Assurance (MRTA)/Mortgage Reducing Term Takaful (MRTT)/Car Park/Legal Fee.

3.1.2 Overdraft (OD); or

3.1.3 Combination of TL and OD.

3.2 Term Loan (TL)

3.2.1 The Borrower shall pay the Facility by instalment as per the amount specified in the Letter of Offer.

3.2.2 Unless otherwise stated in the Letter of Offer, the first Instalment shall commence on the 5th day of the following month after full release of the Facility or on such other date as the Bank may stipulate.

3.2.3 Each subsequent Instalment shall be paid on the 5th day of every consecutive month until the whole of the Facility and interest thereon shall be fully paid and satisfied.

3.3 Overdraft (OD)

3.3.1 A Current Account must be maintained with the Bank upon acceptance of this Letter of Offer.

3.3.2 The Bank has the right to cancel the Facility by giving reasonable notice to the Borrower, in the event the Borrower has been blacklisted or due to a breach of applicable law or regulation prevented from operating a Current Account.

3.3.3 The OD Facility is subject to periodic review by the Bank at any time.

3.3.4 A commitment fee of one per cent (1.0%) per annum shall be levied on the unutilised portion of the OD where the total personal OD exceeds Ringgit Malaysia Two Hundred and Fifty Thousand Only (RM250,000.00) which to be taken as the aggregate of all the Facility enjoyed by any one customer at only one bank (and its branches).

3.3.5 Such commitment fee shall be payable monthly in arrears and the Borrower hereby expressly authorises the Bank to debit to Borrower's account with such amount as an advance from the OD Facility which sufficient to pay such commitment fee.

3.3.6 The Borrower shall pay interest on the OD at the rate stated in the Letter of Offer. Interest shall be calculated on the amount of the OD outstanding at the end of each day and be payable on the last day of each calendar month.

3.3.7 If the Borrower utilises the OD in excess of the limit stipulated in the Letter of Offer, the Borrower shall pay interest at the rate of one per cent (1.0%) per annum above the Prescribed Interest Rate on the excess amount from the date the OD fall into excess up until the date of normalisation.

3.3.8 The Bank reserves the right to recall the OD on demand, whether or not any non-payment of principal, interest, capitalised interest or any other monies including disbursements due and payable to the Bank has occurred. The Borrower shall pay on demand all such sums of money due and owing by the Borrower to the Bank in respect of the OD.

3.3.9 In the event an excess is created under the OD, the Borrower shall pay interest on the excess amount at the OD Limit Excess Interest Rate as stated in the Letter of Offer. Such interest shall accrue and be compounded on a monthly basis from the date the excess amount arises until the date of actual payment, both before and after judgement.

4.0 OPERATIONAL TERMS OF THE FACILITY (whichever is applicable)

4.1 Housing/Property Loan Link

4.1.1 The Borrower is required to open a HomeLink/PropertyLink Current Account as part of the Facility and sign up for auto-debit facility. Repayment for progressive interest, monthly instalment and other fees due for HomeLink/PropertyLink shall be performed via auto-debit from the HomeLink/PropertyLink Current Account. No interest will be paid to the HomeLink/PropertyLink Current Account. Minimum initial Deposit is Ringgit Malaysia Two Hundred Only (RM200.00) for HomeLink Current Account and Ringgit Malaysia Five Hundred Only (RM500.00) for PropertyLink Current Account respectively.

4.1.2 A monthly maintenance fee of Ringgit Malaysia Ten Only (RM10.00)/ Ringgit Malaysia Twenty Only (RM20.00) will be charged to the HomeLink/PropertyLink Current Account regardless of the account balance throughout the financing tenure or until settlement of the Facility, whichever is earlier.

4.1.3 The credit balance reflected from the HomeLink/PropertyLink Current Account will only be used to reduce the principal balance for interest calculation in the HomeLink/PropertyLink Facility.

4.1.4 Auto-debit transaction for the HomeLink/PropertyLink Current Account is performed on daily basis until the amount due is paid off. The auto-debit function shall not be activated when there is no amount due in the HomeLink/PropertyLink Account.

4.1.5 The previous day available balance in HomeLink /PropertyLink Current Account (excluding the floating amount and Overdraft Drawing Limit) will be used to offset the principal balance for interest calculation in the HomeLink/PropertyLink Facility.

4.1.6 The Bank has the right to cancel the Facility by giving reasonable notice to the Borrower, in the event the Borrower has been blacklisted or due to a breach of applicable law or regulation prevented from operating a Current Account.

4.2 Re-drawing from Housing/Property Loan (Not applicable to HL PR1MA and BNM Affordable Home Scheme)

4.2.1 The Borrower is allowed to re-draw any excess repayment subject to the following conditions:

a) the original loan amount is above Ringgit Malaysia Seventy Five Thousand Only (RM75,000.00);

b) a minimum withdrawal of Ringgit Malaysia Five Thousand Only (RM5,000.00) (withdrawal must be in multiple of Ringgit Malaysia One Thousand Only (RM1,000.00)) on the excess repayment by giving two (2) calendar days' notice in advance. Administrative fee of Ringgit Malaysia Fifty Only (RM50.00) or such other rate as the Bank may prescribe from time to time, shall be imposed on each withdrawal; and

c) payment of instalment due together with any other charges imposed by the Bank to the Borrower.

4.2.2 The Bank shall utilise the payments received via Employees Provident Fund (EPF) to reduce the balance outstanding and such amount is not entitled to be re-drawn by the Borrower.

4.3 Credit Card

4.3.1 Credit Card shall be offered to eligible Borrower(s) upon acceptance of this Letter of Offer.

4.4 Salary Deduction Scheme

4.4.1 Customers may select up to three lending products to be enrolled under the AmBank salary deduction function. This limit is designed to help manage repayment/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 loan/financing disbursement due to hitting the limit of maximum three loans/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.

4.4.2 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).*

4.4.3 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 interest/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.*

4.4.4 Customer is reminded to ensure there is sufficient fund in the salary crediting account for repayment/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.

(Only applicable for HomeLink/PropertyLink facility)

For HomeLink/PropertyLink facility, Borrower is reminded to ensure there is sufficient fund in the HomeLink/PropertyLink Current Account for repayment/payment purpose.

5.0 Legal Fees and Charges And Event Of Default

5.1 All legal fees and incidental expenses in connection herewith are to be borne by the Borrower provided stated otherwise by the Bank.

5.2 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.

5.3 The Bank reserves the right to recover all legal expenses, valuation fees (prior to first drawdown of the Facility), 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 if full settlement of the Facility is made as per item 10 of this Annexure.

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

6.0 Variation of Interest Rate And Instalment Amount

6.1 The Bank shall be entitled at any time hereinafter, further to change in law or regulations or reason(s) which shall be stated in the relevant notice to vary the Prescribed Rate and other banking fees and charges applicable to the Facility by giving the Borrower at least twenty-one (21) calendar days prior notice.

6.2 If the Prescribed Rate payable on the Facility is varied and the Facility is repayable in instalments, the Bank shall:

i) vary the amount of such instalments subject to Clause 6.4;

ii) vary the number of instalments; or

iii) vary both

subject to the terms of the Letter of Offer, by giving prior notice of at least twenty-one (21) calendar days.

6.3 For any upward or downward adjustment to the Standardised Base Rate, the Bank shall revise the amount of the instalments of the Facility as the default option, which will affect the Borrower's total outstanding and monthly payments. The Bank shall provide the Borrower with particulars of the revised instalment amount at least twenty- one (21) calendar days (or such other time frame as may be prescribed from time to time) prior to the date the revised instalment comes into effect.

6.4 Notwithstanding Clause 6.3, the Bank may allow a Borrower to retain the instalment amount upon the Borrower's specific request. This will result in an extension of the tenure of the Facility and may include new terms and additional cost of borrowing as shall be disclosed by the Bank to the Borrower in writing [twenty-one (21) days prior to the coming into force of said new terms and additional costs.

7.0 Insurance

7.1 <u>Fire Insurance</u>

7.1.1 The Borrower shall insure the property purchased with the Bank endorsed as Chargee/Assignee thereon to the full insurable value against fire risk and any such other risks as the Bank may require.

7.1.2 The Bank reserves the right to review and/or renew the fire's insurance policy annually upon its expiry to the full insurable value at the cost and expense of the Borrower as long as the Facility is still subsisting.

7.1.3 The Bank is entitled to debit the Borrower's account or deduct from the Borrower's payment of the Facility amount (whichever applicable) for the amount of the premium/contribution and corresponding sundry charges and if so debited, such sum shall be chargeable at the Prescribed Interest Rate until the due date of payment by the Borrower. In the event of default in payment, the Default Rate shall apply accordingly.

7.1.4 The borrower 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 insurance coverage for the said Property on your behalf. The premium and any associated charges will be debited from your account.

7.1.5 Refunds are strictly applicable to premiums paid for the current policy year only. Premiums from previous years are non-refundable under any circumstances."

7.2 Mortgage Reducing Term Assurance (MRTA)/Mortgage Reducing Term Takaful (MRTT) (if applicable)

7.2.1 The Borrower shall purchase a Mortgage Reducing Term Assurance (MRTA)/Mortgage Reducing Term Takaful (MRTT) policy with an Insurance Company/Takaful Operator acceptable by the Bank up to a sum insured equivalent

to the Facility amount herein unless otherwise stated. The premium/contribution payable indicated shall be subject to confirmation by the Insurance Company/Takaful Operator pursuant to their guidelines and requirements.

7.2.2 If the MRTA/MRTT policy is not finalized for any reason whatsoever by the time the other conditions precedent for the release of the Facility has been fulfilled, the Bank may:

a) proceed with the disbursement of the Facility (excluding the MRTA/MRTT amount) subject to receipt of the Borrower's authorisation letter to disburse the Facility (excluding the MRTA/MRTT amount). In the event the Borrower fails to provide the finalized MRTA/MRTT policy to the Bank within three (3) months from the date of authorisation letter, the Bank may waive the requirement of MRTA/MRTT and may exercise its right to vary the terms set out in this letter of offer as follows:

i) increasing the margin of interest rate above the prescribed rate stated in the letter of offer and/or

ii) varying the tenure of repayment of the Facility and/or the instalments of the Facility,

OR

b) waive the requirement of MRTA/MRTT but subject always to the Bank's right to vary the terms set out in this letter of offer as per (a) (i) & (ii).

7.2.3 The Bank reserves the right to withhold the release of the Facility until the Borrower has finalised the issuance of the MRTA/MRTT. In the event the Bank requires to disburse the loan prior to the finalisation of MRTA/MRTT, the Bank shall not be held responsible for any damages and/or losses suffered by the Borrower.

7.2.4 The Insurance Company/Takaful Operator shall terminate the policy and refund the Surrender Value to the Bank (if MRTA/MRTT is part of the financing) or to the Borrower (if MRTA/MRTT is self-financed) if the Facility is cancelled. For MRTA/MRTT financing, the Borrower shall be responsible to pay any shortfall between the total premium/contribution paid inclusive of interest charged against the Surrender Value.

8.0 Right to Set-Off

In the event the Borrower defaults in the payment of any sums due to the Bank in connection with the Facility, the Bank shall be entitled to set-off such part of the available balance in any of the Borrower's account(s) held or maintained with the Bank with the amount due, subject to a notice of seven (7) calendar days by the Bank informing its intention to set-off.

For the avoidance of doubt, the Bank's right of set-off herein can be exercised by the Bank:

a) held jointly by the Borrower with another person; and

b) even in the event of the Borrower's demise, bankruptcy/ insolvency, composition with its creditors / any legal proceedings against the Borrower.

9.0 Bank's Right to Cancel the Facility

The Bank shall have the right to cancel the Facility offered to the Borrower, at any time before or after drawdown of Facility, by giving reasonable notice, in the event the Bank is of the opinion that:

a) any representation made by the Borrower 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 Borrower; and

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

10.0 Prepayment (Not applicable to Overdraft Facility)

10.1 **Prepayment**: The Borrower shall be entitled to prepay part of the principal amount outstanding. However, such prepayment prior to full drawdown is not allowed without the consent of the Bank.

10.2 **Full Settlement**: The Borrower may at any time subject always to one (1) month prior notice to the Bank or by paying one month interest in lieu of full settlement of the facility.

10.3 In addition, for accounts under progressive release, the Borrower is required to forward a Letter of Consent from the Developer to discharge the Bank from releasing the balance Facility. However, in the event that the Developer is under liquidation, the Borrower is required to forward an Indemnity Letter/Letter of Consent from the Liquidator to discharge the Bank from releasing the balance Facility.

11.0 Privacy

a) The Borrower 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 Borrower's personal information. For the avoidance of doubt, the Borrower is hereby reminded that the said Privacy Notice shall be deemed to be incorporated by reference into this Annexure.

b) In the event the Borrower provides personal and/or financial information relating to third parties, including but not limited to information relating to the Borrower's next-of-kin, dependents, authorised signatories, directors, shareholders, officers, and security parties for the purpose of the Facility, the Borrower:

   i) confirms that the Borrower 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 Annexure 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 Borrower instructs 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 the Bank's agents to enter into any cross-border transaction on the Borrower's behalf, the Borrower agrees to the above said disclosures on behalf of the Borrower and others involved in the said cross-border transaction.

d) Subject always to any laws (including regulations, guidelines and/or obligations) applicable to the Bank (whether in or outside Malaysia), the Borrower agrees that other companies in the AmBank Group, their merchants and strategic partners may contact the Borrower about products, services and offers, which the Bank and AmBank Group believe may be of interest or beneficial to the Borrower.

e) The Bank and AmBank Group may communicate with the Borrower through various channels, including telephone, e-mail, electronic/mobile messaging, facsimile or post, using the contact information the Borrower has provided.

f) The Borrower may inform the Bank at any time if the Borrower does not wish to receive marketing communications from the Bank, AmBank Group and/or their merchants and business partners, by contacting the Bank at the various channels given below:

   Customer Service Officer

   Phone: (603) 2178 8888

   E-mail: customercare@ambankgroup.com

   Post: Privacy, AmBank Contact Centre, P.O. Box No. 12617, 50784 Kuala Lumpur

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

h) The Bank may use a credit reporting agency to help make decisions, for example when the Bank need to:

   i) check details on applications for the Facility, credit and credit-related or other facilities granted to the Borrower;

   ii) managing and reviewing the Facility; and/or

   iii) recover debts owed by the Borrower.

i) The Borrower will be linked by credit reporting agencies to any other names the Borrower uses or may had used, and any joint and several applicants. The Bank may also share information about the Borrower and how Borrower manages the Facility with relevant credit reporting agencies.

j) Even after the Borrower has provided the Bank with any information, the Borrower 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.

k) Further to change in law or regulations or reason(s) which shall be stated in the relevant notice, the Bank reserves the right to amend this clause by providing twenty-one (21) calendar days' prior notice to the Borrower.

l) This clause shall be without prejudice to any other clause in our agreement with you, which provides for the disclosure of information.

12.0 ANTI-BRIBERY AND CORRUPTION

The Borrower hereby acknowledges that AmBank Group has zero tolerance towards all forms of bribery and corruption. The Borrower 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 Borrower's family members or any parties acting for or representing the Borrower in exchange for business favors, information, favorable treatment, improper benefits or advantage or inducement to do or not to do something.

The Borrower 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 Borrower agrees and undertakes that:-

a) The Borrower 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 Borrower 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 Borrower 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 Borrower or other third party(ies) acting for or representing the Borrower 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 Borrower. When this happens, the Borrower 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.

13.0 Notification of Changes to Terms and Conditions

13.1 The Bank shall communicate to the Borrower with at least twenty-one (21) calendar days prior notice to the effective date or implementation date of any change, variation, amendment or addition of terms and conditions, further to change in law or regulations or reason(s) which shall be stated in the relevant notice .

13.2 The Borrower 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:-

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

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

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

d) by sending notice by way of an ordinary or registered post; and/or

e) by sending notice by short message service ("SMS") or electronic mail to the Borrower or by posting the notice on the Bank's website.

14.0 Taxes

Unless expressly stated otherwise, all fees, charges and any monies payable by the Borrower for the provision of any supply in connection with the Facility(ies) is exclusive of Taxes. Any Taxes on such supplies shall be borne and paid by the Borrower in addition to the amounts due to the Bank.

15.0 Annexure, Letter of Offer and Facility Agreement

In the event of any inconsistency or discrepancy between this Annexure, the Letter of Offer and the Facility Agreement, the said documents shall prevail in the following order:

i) Annexure to the Letter of Offer;

ii) Letter of Offer;

iii) Facility Agreement.

16.0 Definitions

"Taxes"	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.

17.0 Scan Signature

This Letter of Offer 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 Letter of Offer 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.

18.0 Appointment of Lawyers

18.1 If the Borrower opts to have a non-panel legal firm to handle the security documentations for the Facility, the engagement of the non-panel legal firm is subject to the Bank's consent.

18.2 For assignment cases where the property is free from encumbrances, the legal firm opted for by the Borrower (be it a panel or non-panel lawyer) may not handle the security documentations for the Facility if the legal firm is also handling the sale and purchase transaction of the Property.

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