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Terms and Conditions of PB Sharelink - Share Margin Facility

1. Purpose

You shall use the Facility only for the purchase, sale, trading in or otherwise dealing in securities ("Securities") that are listed on Bursa Malaysia or on any other stock exchange as may be approved in writing by the Bank from time to time ("Approved Stock Exchange") or for any other purpose that the Bank may agree from time to time.

2. Facility Account and Credit Limit

2.1 The Facility is available through a Share Margin Facility Account ("Facility Account") to be maintained with the Bank subject to the Bank’s prevailing terms and conditions.

2.2 Under the Facility, the Bank will extend to you financing inclusive of brokerage and other related cost that may be incurred in your dealing with the Securities at any time through your Facility Account, up to the maximum Credit Limit as stated in the Letter of Offer. The Credit Limit shall be subject to maximum amount of all charged Securities and other collateral charged/mortgaged to the Bank which shall be calculated in accordance with such formula as the Bank may from time to time advise you ("Margin Balance").

2.3 In case you are an individual, the Bank will pay you interest on the amount of available fund standing to the credit of your Facility Account at such rate of interest as indicated from time to time whether by way of direct correspondence with you or through the media.

2.4 Immediately upon the purchase orders being made, an amount of the Margin Balance that is equivalent to the total purchase price of the Securities together with all related cost and expenses shall be earmarked by the Bank pending settlement of the transaction and shall not be available for withdrawal by you. Where a Credit Limit is granted to you, any deficiency in the Margin Balance earmarked shall be promptly settled by you with the Bank by having the same paid into the Facility Account such that all purchases made on your behalf by the Bank are settled on their respective due dates.
3. Dealings in Securities

3.1 All dealings in Securities shall be made through your Facility Account subject to the sufficiency of the Margin Balance.

3.2 All dealings in Securities carried out by you or on your behalf shall be executed through Public Investment Bank Bhd. or such other stockbroker as the Bank may in its absolute discretion decide ("Stockbroker"), which Stockbroker shall be made known to you. For the purpose thereof, the Bank shall be irrevocably authorised to act on all requests and instructions (whether oral, written, electronic or otherwise) whether issued by you or by the Stockbroker to utilise the Facility Account for the purpose of settlement of all dealings in Securities (including payment of all charges, interest, applicable taxes, if and when the same shall become chargeable and penalties imposed by the Bank and/or the Stockbroker in connection therewith) carried by you or on your behalf under the Facility.

3.3 All Securities purchased under the Facility shall be deposited and held for you in a CDS (Central Depository System) account to be maintained by Public Nominees (Tempatan) Sdn Bhd or Public Nominees (Asing) Sdn Bhd as your nominee.

3.4 Unless otherwise advised in writing by the Bank, the direct sale of the Securities is not permitted under the Facility. Any instruction to sell the Securities will be carried out under the Facility only if the Securities are already in the CDS Account maintained by Public Nominees (Tempatan) Sdn Bhd or Public Nominees (Asing) Sdn Bhd as abovementioned at the time the instruction is given to the Bank. Where direct sale is permitted by the Bank, you shall ensure that the Securities sold by way of direct sale are transferred to the CDS account referred to in Clause 3.3 above and are accorded "free status" in time to enable the sale to be settled. For the purposes hereof, "direct sale" shall mean sale of the Securities which at the time of the sale have not been credited into the CDS account of the seller.

3.5 All amounts outstanding under your Facility Account (including all charges, interest, applicable taxes, trading losses and penalties imposed by the Stockbroker) in excess of the Credit Limit shall be promptly settled by you on their respective due dates. Without prejudice to the foregoing, the Bank shall be entitled to call on you either orally or in writing to settle all such outstanding amounts within three (3) Market Days from the date of the oral notice or three (3) Market Days from the date at the written notice, whichever shall be the earlier. For such purpose, the written notice may be computer generated which requires no signature or may contain a printed facsimile signature of an officer of the Bank. If you fail or neglect to do so, the Bank
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and/or the Stockbroker are authorised without further reference to you to suspend the Facility and:

3.5.1 sell such amount of the Securities in the Facility Account or otherwise in the possession, custody or control of the Bank or of the Stockbroker as either deemed fit and to apply such sale proceeds; and/or

3.5.2 apply moneys standing to your credit in any account maintained with the Bank towards the settlement of the outstanding amounts in such manner and upon such terms and conditions as it may deem fit without being liable to you for any loss incurred or depreciation in value of the Securities, notwithstanding that such sale or application of monies may give rise to a Margin Call (as hereinafter defined) or force-sell situation under the Facility or other credit facility extended to you by the Bank. This authorisation to the Bank and/or the Stockbroker shall be without prejudice to the powers of the Bank in respect of force-selling contained herein below and/or in the Memorandum of Deposit and/or the Share Margin Facility Agreement and/or in any other security document to be executed by you.

3.6 Direct sale of the Securities not purchased previously through your Facility Account may be allowed upon such terms and conditions as the Bank may in its absolute discretion deem fit.

4. Interest rate

4.1 Interest shall be payable on all advances made by the Bank at the rate specified in the Letter of Offer or such other rate as may be prescribed by Bank Negara Malaysia and/or determined by the Bank from time to time, over and above the Bank's Base Lending Rate or Base Rate, as the case may be with monthly rests ("Prescribed Rate") calculated on the daily outstanding balance of the Facility. If you default in payment on the due date of any monies required to be paid under the Facility, you shall additionally pay the Bank Default Interest at the rate of one percent (1%) per annum from the date of default to the date of full payment (before as well as after judgment).

4.2 The Bank reserves the right to vary the Prescribed Rate (by varying either the margin or the Base Lending Rate or Base Rate, as the case may be, or the Margin and the Base Lending Rate or Base Rate, as the case may be) at any time during the continuance of the Facility subject to the Bank giving you written notice. The revised interest rate will be applicable from the date of the notice.
4.3 Interest is to be serviced monthly in arrears and compounded with monthly rests in the event it is not punctually paid both after as well as before any demand or judgment to date of payment without prejudice to the right of the Bank to require payment of such interest due.

5. **Security**

5.1 You shall as and when notified by the Bank charge and/or cause to be charged Securities acceptable to the Bank and/or cash, fixed deposits, whether in Ringgit Malaysia or such other currencies approved by the Bank, gold in a gold deposit or investment account with the Bank and the capital amount, or such part thereof, in a structured investment account with the Bank, unit trusts acceptable to the Bank, deposited with and/or charged to the Bank under a Memorandum of Deposit and/or Letter of Set-Off and/or other security document as security to secure the Facility (collectively "Originally Charged Securities") and/or land or other properties acceptable to the Bank under a Charge under the National Land Code or the Land Ordinance of Sabah or the Land Code of Sarawak or by way of an assignment, as the case may be, to be executed by you in form and substance acceptable to the Bank.

5.2 All the Securities purchased under the Facility and all the Securities deposited in the Facility Account from time to time are deemed charged to the Bank as additional security and together with the relevant transfers shall be held in the Bank’s custody and under lien to the Bank ("Additional Securities").

5.3 The Originally Charged Securities and the Additional Securities shall hereafter collectively be called "the Mortgaged Securities".

5.4 The Mortgaged Securities shall be charged in favour of the Bank to be held by the Bank as security agent for the benefit of the Bank and of the Stockbroker. All powers and rights of the Bank contained in the Memorandum of Deposit may be exercised by the Bank for the benefit of itself or of the Stockbroker as the Bank may in its absolute discretion decide.

5.5 The Bank shall be at liberty to apply the Mortgaged Securities or any part thereof towards the reduction of any outstanding amounts due from you to the Bank or the Stockbroker as the Bank in its absolute discretion may determine without being liable to you for any loss incurred or depreciation in value of the Securities.

5.6 The Bank reserves the right at any time and from time to time require you to furnish security and/or additional security and/or to substitute any existing security. All costs incurred in relation thereto shall be borne by you.
5.7 If you are a company, the Bank requires a Joint and Several Guarantee ("the Guarantee") to be executed by your directors whose names are as stated in the Letter of Offer to further secure the repayment of all sums owing from time to time by you under the Facility.

5.8 You hereby authorise and acknowledge that the Bank may;

i) at any time with prior notice combine or consolidate all or any of your accounts including accounts in the name of the Bank or in your name jointly with others (whether current deposit Facility or of any other nature whatsoever whether in Ringgit or in any other currency) wheresoever situated and set-off or transfer any sum standing to the credit of any moneys obligations and liabilities owing to the Bank whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which you are liable with the existing currency so converted; and

ii) consolidate all or any of your accounts with the Bank and/or its subsidiaries and/or its related companies including Public Islamic Bank Berhad and Public Investment Bank Bhd and set-off or transfer any sum standing to the credit of any one or more such accounts towards satisfaction of any of your liabilities with the Bank and/or its subsidiaries and/or its related companies including Public Islamic Bank Berhad and Public Investment Bank Bhd. The Bank and/or its subsidiaries and/or its related companies including Public Islamic Bank Berhad and Public Investment Bank Bhd shall also have a lien over the security of any loan account/facility to cover your borrowings with the Bank and/or its subsidiaries and/or its related companies including Public Islamic Bank Berhad and Public Investment Bank Bhd of any other account under consolidation.

6. **Loan to Security Ratio**

Subject always to the provisions of item 10 herein, you shall at all times maintain or cause to be maintained with the Bank Mortgage Securities of such amount to ensure that the Loan to Security Ratio under the Facility which shall be calculated in accordance with such formula as the Bank may from time to time advise you in writing ("LSR"), does not exceed 70% or such limit as the Bank may prescribe in writing from time to time ("Prescribed LSR Limit").
7. **Margin Call**

When the LSR is equal to or exceeds the Prescribed LSR Limit, the Bank shall be entitled at its absolute discretion to call on you ("Margin Call") either orally or in writing to restore the LSR to below the Prescribed LSR Limit within three (3) market days from the date of the oral notice or three (3) market days from the date of the written notice, whichever shall be the earlier. Notwithstanding any amount expressed in the notice of Margin Call to be required to restore the LSR below the Prescribed LSR Limit, the Bank shall not be bound by such amount if the LSR shall vary subsequent to the date of the notice. In such event, the Margin Call shall be deemed to have been given on the basis of the varied LSR. For the purpose of a Margin Call, the written notice may be computer generated and requires no signature or may contain a printed facsimile signature of an officer of the Bank.

8. **Force Selling**

If:

8.1 the Facility is recalled or cancelled, or

8.2 the LSR is not restored to below the Prescribed LSR Limit within three (3) market days from the date of the Margin Call, or

8.3 the LSR is equal to or higher than 80%, or

8.4 any Event of Default (as defined in the Share Margin Facility Agreement and/or the Memorandum of Deposit) has occurred; or

8.5 the excess over the Credit Limit is not regularised within three (3) market days from the date of excess.

The Bank shall have the right without prior notice/demand to sell or liquidate any or all of the Mortgaged Securities in such manner and upon such terms and conditions as it may deem fit without being liable to you for any loss incurred, depreciation in value of the Mortgaged Securities and/or set-off any securities provided, including but not limited to cash, fixed deposits, whether in Ringgit Malaysia or such other currencies approved by the Bank, gold in a gold deposit or investment account with the Bank and the capital amount, or such part thereof, in a structured investment account with the Bank, unit trusts acceptable to the Bank, deposited with and/or charged to the Bank under a Memorandum of Deposit and/or Letter of Set-Off and/or other security document as security to secure the Facility against the amount owing by you.
9. **Powers of the Bank**

The Bank reserves the right to:

9.1 vary the terminology herein, the rate of interest (including the default rate, margin and the Base Lending Rate or the Base Rate, as the case may be) and other margins and/or limits in respect of the Facility Account from time to time at the Bank's sole discretion;

9.2 impose a price cap on any Securities at any time for purposes of computation of the Margin Balance, the LSR and other margins and/or limits;

9.3 vary its valuation of the Mortgaged Securities from time to time;

9.4 restrict/reject the purchase/sale of any particular Securities or number of Securities that may be purchased/sold;

9.5 determine the margin to be advanced in relation to each purchase of the Securities;

9.6 to credit the Facility Account with all sale proceeds and all dividends received by the Bank in respect of the Securities;

9.7 register any Securities into its nominee's name (the cost and expense of such registration shall be borne by you); and/or

9.8 request for additional and/or substituted security or recall the Facility if at any time the Bank considers the security given to be inadequate;

9.9 vary the Facility and/or vary the terms and conditions herein at its discretion with twenty one (21) calendar days prior notice;

9.10 pay for any purchase and related charges notwithstanding any subsequent instructions or objections to the contrary; and/or

9.11 require the Securities given to be from a combination of diverse counters in such ratio as may be determined by the Bank

The decision of the Bank shall be final and conclusive and shall not be questioned on any account whatsoever.
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10. Drawdown

Notwithstanding anything herein to the contrary, no advance will be made by the Bank under the Facility if:

10.1 at the time of the proposed drawdown of the advance, the LSR is equal to or exceeds 60%;

10.2 drawdown of the advance would result in the LSR reaching above 60%; and/or

10.3 the Credit Limit would be exceeded by reason of drawdown of the advance.

11. Withdrawal of Mortgaged Securities

Subject always to you having paid in full all unpaid purchase contracts, you may redeem or withdraw any part of the Mortgaged Securities subject to the following terms:

11.1 you obtain the prior written approval of the Bank (which may be given or refused at the Bank's absolute discretion);

11.2 three (3) market days prior notice is given to the Bank;

11.3 the withdrawal or redemption would not breach any terms and conditions governing the Facility;

11.4 for cash withdrawal, the moneys must be profits and/or sale proceeds from sale of the Securities;

11.5 for withdrawal of the Mortgaged Securities, an LSR of less than or equal to sixty percent (60%) must be maintained after the withdrawal;

11.6 you pay the fee prescribed by the Bank from time to time for withdrawal of scrips, and transfer of scripless Securities at any time and further bear all costs thereof.

12. Review

The Facility is subject to review in such manner and as such time as the Bank deems fit from time to time and the Bank expressly reserves the right to terminate the Facility at any time with seven (7) calendar days prior notice at its absolute discretion.
13. **Closure of Dormant CDS Account**

Upon receipt of a notification from Bursa Malaysia Depository Sdn Bhd that your CDS Account is to be closed as the said CDS Account has been dormant with a zero or nil balance, the Bank reserves the right to close the Facility Account linked to the CDS Account with seven (7) calendar days prior notice to you.

14. **Documentation**

14.1 The Facility shall be available for utilisation upon completion of all such documentations as required by the Bank in form and substance satisfactory to the Bank and all formalities relating to the terms and conditions herein contained to the satisfaction of the Bank.

14.2 You shall, if required by the Bank at any time and from time to time, execute such other documents which would not be limited to the terms and conditions contained in the Letter of Offer.

15. **Appointment of Bank as your agent**

You hereby appoint the Bank to be your agent for all matters relating to the Facility Account and authorise the Bank to do such things relating thereto for and on your behalf including, but not limited to:

15.1 opening a trading account with the Stockbroker;

15.2 opening an account with the Bursa Malaysia Depository Sdn. Bhd. through the Stockbroker;

15.3 placing orders for sale and purchase of the Securities; and

15.4 making and receiving payment for sale and purchase of the Securities hereunder.

16. **Terms and Conditions Prescribed By Stockbroker**

16.1 You agree to be bound by any terms and conditions that may be imposed by the Stockbroker from time to time which shall include but not be limited to the terms and conditions prescribed herein.

16.2 You agree to be bound by the Rules and Regulations of the Approved Stock Exchange, and any relevant regulatory body governing the purchase and sale of the Securities quoted on the Approved Stock Exchange as may be in force from time to time.
16.3 As investment in Securities involves risk, you agree that the Stockbroker shall have the right at any time to limit purchases or sales ordered by you.

16.4 If the Stockbroker shall be required to institute buying-in/selling-out in connection with any dealings carried out for you or on your behalf, you shall settle with the Stockbroker in immediately available funds and within such periods as may be stipulated by the Stockbroker such difference and charges in relation thereto, failing which you shall be liable to pay interest to the Stockbroker at such rate as it shall in its sole discretion prescribe. Every order to sell implies that you have represented that you are in a position to deliver the relevant Securities. If the Securities are not delivered to the Bank or the Stockbroker or the Securities are not transferred into the Central Depository System (CDS) account as designated by the Bank within the time prescribed herein or in any event within sufficient time to enable settlement of the transaction in accordance with the rules and regulations of the Approved Stock Exchange, the Stockbroker is entitled to institute "buying-in" immediately. In either event, if the buying-in price exceeds the selling price, you shall forthwith settle with the Stockbroker in immediately available funds such difference and charges in relation thereto, failing which you shall be liable to pay interest to the Stockbroker at such rate as it shall in its sole discretion prescribe.

16.5 The Stockbroker may in its sole discretion close your trading account by notice in writing to you or to the Bank as your agent, and require payment of any amounts due from you to the Stockbroker.

17. Authorisation to the Bank

You hereby agree that:

17.1 the Bank is authorised to disclose to the Stockbroker information relating to yourself and the Facility granted herein;

17.2 the Bank shall be entitled to assume that any requests for payment and other notices and or instructions received by it whether from you or the Stockbroker are genuine and shall be under no duty to make enquiries to ensure that the instructions are in fact genuine or to enquire into the purpose for which any payment requested by the Stockbroker is required and the Bank shall not be responsible or liable for any withdrawal/debit or otherwise made by the Bank pursuant to such notices and/or instructions;

17.3 the Stockbroker and their employees and agents do not hold themselves out as investment advisers. All your sale and purchase instructions are your independent decisions. The Bank shall not be liable for any loss
arising from your trading activities, or from or out of any act or omission of the Stockbroker, its agent and employees or other persons employed by the Bank or the Stockbroker in the sale and purchase of the Securities; and

17.4 pursuant to Clause 9 hereinafore, the Bank retains its rights to vary such terms and/or conditions or other aspects of the Facility at any time and in its sole and absolute discretion without giving any reasons therefore.

18. Changes in Circumstances

If, as a result of any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof or if compliance by the Bank with any applicable directive, request, requirement or policy (whether or not having the force of law and whether internally issued or otherwise) will impose on the Bank any condition, burden or obligation, then the Bank's commitment to make or maintain the Facility will end upon notice to you of the happening of such event after becoming aware thereof. If the Facility has been utilised, you shall forthwith repay the Facility in full.

19. Disclosure

19.1 You understand that in order to provide or continue to make available the Facility your personal or credit information, and that of the security party, if any, may be disclosed to, shared with or received from relevant third parties, bodies, bureaux, corporation or credit reporting agencies more particularly stated below. The Bank will not be able to provide or continue to provide you with the Facility unless the Bank can disclose, share with or receive such personal or credit information from the said relevant third parties.

19.2 You hereby consent and authorise that your personal and credit information relating to the Facility granted to you or to be granted to you or agreed to be granted to you or hereafter may be agreed to be granted to you may be forwarded or made known by the Bank to the security party, if any, or the companies in the PBB Group including Public Islamic Bank Berhad and Public Investment Bank Berhad for the purposes and to give effect to the terms of this Facility.

19.3 You hereby consent and authorise that all information relating to the Facility granted to you may be forwarded to the Stockbroker, Public Investment Bank Berhad, Bursa Malaysia Berhad or Bursa Malaysia Depository Sdn Bhd, the Companies Commission of Malaysia, the Share Registrar and/or the company secretary of companies whose shares are quoted on Bursa Malaysia or any bureau or agencies established or approved by Bank Negara Malaysia (BNM) or registered and licensed under the Credit Reporting Agencies Act 2010.
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including the Central Credit Bureau, the Borrower Loans Information System, Dishonoured Cheque Information System (DCheqs), Central Credit Reference Information System (CCRIS), FIS Data Reference Sdn Bhd (FIS), RAM Credit Information Sdn Bhd (RAMCI), CTOS Data Systems Sdn Bhd (CTOS), Credit Bureau Malaysia Sdn Bhd (CBM), Dun & Bradstreet (Malaysia) Sdn Bhd (D&B), Basis Corporation Sdn Bhd (Basis) and other such bodies, bureaux, corporations or credit reporting agencies, as the case may be, for the purpose of collecting information from financial institutions regarding facilities granted or accounts maintained with such financial institutions.

19.4 You further agree that the Bank shall not in any event be liable for any claim, loss, damage or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reason whatsoever relating to any information forwarded by the Bank as aforesaid to any body or authority or bureau established by BNM including the Central Credit Bureau, DCheqs and CCRIS or such other bodies, bureaux, corporations or credit reporting agencies, as the case may be, or in relation to any access or use, or the inability to access or use by any such body authority or bureau or corporation established by BNM or credit reporting agencies or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

20. Compliance with the Laws of Malaysia

The agreement of the Bank to make or continue to make available the Facility is conditional upon and subject at all times to the compliance with the Bank Negara Malaysia Guidelines on Credit Transactions and Exposures with Connected Parties and the Public Bank Group’s Credit Policy on Credit Facilities and Exposures to Connected Parties or Section 225 of the Companies Act 2016. You undertake to declare to the Bank in the event you are a “connected party” as defined under the said Guidelines or Policy or if any such relationship arises in future. If at any time during the currency of the Facility the Bank discovers that there had been any contravention of the Guidelines or the Policy, the Bank reserves the right to terminate or recall the Facility. Upon being aware of any contravention of the Guidelines or Policy, you shall forthwith inform the Bank of such contravention.

21. Termination of Facility

The Bank may at its absolute discretion without giving any reasons therefor terminate the Facility upon giving seven (7) calendar days prior notice to you.
22. Incidental Expenses

22.1 All legal and professional fees, stamp duties, registration fees, applicable taxes, when and if the same becomes chargeable, and any other out-of-pocket expenses incurred pursuant to this Facility shall be borne by you.

22.2 All costs and expenses incurred by the Bank including legal costs on solicitor/client basis in enforcing any terms or condition or in obtaining payment of any sum due and payable shall be borne by you. The Bank may debit any of your accounts with any sum payable by you under the Facility.

23. Currency of Facility

All sums of money herein offered and to be received by the Bank shall be in Ringgit Malaysia (RM).

24. Variation of terms and conditions

The terms and conditions of this Letter of Offer including the availability, limits and/or margin(s) of the Facility are subject to the Bank's periodic review and any subsequent changes thereto at the Bank's sole discretion with twenty one (21) calendar days prior notice.

25. Notices

Any notice hereunder shall be given in accordance with the provisions of the Share Margin Facility Agreement.

26. Independent legal advice

You are advised to seek independent legal advice before executing this Letter of Offer and any of the Facility/security documents prepared by the Bank and/or its Solicitors.

27. Special Provision for Joint Facility Accounts

If the Facility has been offered to two persons, the liability of each of you shall be joint and several. The Bank is authorised to act on instructions from either of you regarding the operations of the Facility Account. In the event of death either of you, subject to the rights of force-selling and set-off of the Bank, the survivor shall be authorised to withdraw any credit balances in the Facility Account and any of the Securities and/or other stocks and shares held by the Bank or its nominees for your account hereunder.
28. **Letter of Offer to prevail**

In the event that the terms of this Letter of Offer conflicts with any document executed in relation to the Facility, the terms of this Letter of Offer shall prevail.

29. **Annexure**

This Annexure shall be read as an integral part of this Letter of Offer.