

IMPORTANT NOTICE: The Assignor is advised to read and understand the terms and conditions of this Assignment (“**Terms**”), and if you do not understand any of the Terms, the Assignor is advised to seek CIMB Bank Berhad’s clarification on such Terms before executing this Assignment.

DEED OF ASSIGNMENT OF BENEFITS OF CONTRACT

THIS ASSIGNMENT is made the day and the year stated in **Item 1** of **Schedule A** hereto.

BETWEEN

- (1) The Party whose name, description and address are stated in **Item 3** of **Schedule A** hereto (hereinafter referred to as the “**Assignor**”) of the one part;

AND

- (2) **CIMB BANK BERHAD** (Registration No. 197201001799 (13491-P)), a company incorporated in Malaysia with its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur (hereinafter referred to as the “**Bank**”) of the other part.

ARTICLE I RECITALS

1.01 THE FACILITY

By a Letter of Offer (as defined below) issued by the Bank to the Borrower and the Facility Agreement (as defined below) made between the Bank and the Borrower, the Bank has agreed to grant to the Borrower the Facility in the amount as stated in **Item 6** of **Schedule A** hereto upon the terms and subject to the conditions in the relevant Transaction Documents.

1.02 SECURITY FOR INDEBTEDNESS

It is a term of the Letter of Offer that the Borrower (as Assignor) shall execute and deliver this Assignment in favour of the Bank to secure the repayment of all or any of the Indebtedness (as hereinafter defined).

ARTICLE II DEFINITIONS

2.01 DEFINITIONS

- (a) Except where the context otherwise requires, or unless this Assignment otherwise provides, all words and expressions defined in the Letter of Offer, Facility Agreement and General Terms and Conditions (as hereinafter defined) when used or referred to in this Assignment, shall have the same meaning as that provided for in the Letter of Offer, Facility Agreement and General Terms and Conditions respectively.
- (b) Similarly, wherever applicable, the provisions of this Assignment shall be interpreted in the same manner as the provisions of the Letter of Offer, Facility Agreement and General Terms and Conditions would be interpreted therein.

- (c) where the Assignor is a company, the provisions contained herein which are primarily and literally applicable to the case of natural persons shall be construed and take effect as if the Assignor were a natural person, and shall bind all of its assigns and successors-in-title.
- (d) In addition to those words and expressions already defined in the Letter of Offer, Facility Agreement and General Terms and Conditions, the following words and expression shall, unless the context otherwise requires, have the meaning respectively assigned to them hereunder:

“Address for Service”

(a) Assignor

The Address as stated in **Item 3** of **Schedule A** hereto.

(b) Bank

The Address as stated in **Item 4** of **Schedule A** hereto.

"Affected Agreement(s)"

each and every contract and/or transaction whether written or oral which has been entered into (including those which might at any time hereafter be entered into) between the Assignor and the Affected Party and more particularly described in **Item 8** of **Schedule A** hereto.

"Affected Party"

the person(s) named and having his (their) address as stated in **Item 2** of **Schedule A** hereto, who have entered into the Affected Agreement(s) with the Assignor, and includes the Affected Party's personal representatives, successors-in title, permitted assigns and/or persons deriving title thereunder, as the case may be.

"Assignment"

this instrument including any variation(s) or amendment(s) which may be made in writing subject to the agreement of the Bank.

"Assignor"

the person(s) named and having his (their) address as stated in **Item 3** of **Schedule A** hereto and includes the Assignor's personal representatives, successors-in title, permitted assigns and/or persons deriving title thereunder, as the case may be.

"Bank"

CIMB BANK BERHAD (Registration No. 197201001799 (13491-P)), a company incorporated in Malaysia and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a branch at the address as stated in **Item 4** of **Schedule A** hereto and includes its successors-in title, assigns and/or persons deriving title thereunder, as the case may be.

"Benefits"	all moneys whatsoever and howsoever due and/or payable to the Assignor under the Affected Agreement(s).
"Benefits Account"	the designated escrow account with the Bank and/or any other account which the Bank may in its discretion specify, in which the Benefits are to be paid into by the Affected Party and/or the Assignor under this Assignment.
"Borrower"	the person(s) described in Item 5 of Schedule A hereto and includes the Borrower's personal representatives, successors-in title, permitted assigns and/or persons deriving title thereunder, as the case may be.
"Facility"	the facility or facilities stated in the Letter of Offer to be granted by the Bank to the Borrower as more particularly described in Item 6 of Schedule A hereto, subject to the terms and conditions of the Transaction Documents and where the context so requires or admits, references to the Facilities shall be construed as a reference to one or more of the Facilities or all the Facilities and "Facility" shall be construed accordingly.
"Facility Agreement"	the agreement executed between the Borrower and the Bank on the date as stated in Item 7 in Schedule A hereto relating to the Facility upon the terms and conditions as set out therein, and shall include and any variation, amendment or extension thereof or supplement thereto from time to time.
"General Terms and Conditions"	the general terms and conditions in respect of the Facility as set out in the Bank's website at www.cimb.com.my/en/business/general-terms-conditions.html .
"Indebtedness"	the aggregate of all monies, whether principal, interest, capitalized interest, commission, commitment fees, cost, charges, fees or other monies due, outstanding or payable or agreed to be payable by the Borrower and /or any Security Party to the Bank from time to time whether solely or jointly with any other person and whether as principal or surety and includes all liabilities, obligations and indemnities whether present or future or actual or contingent for the repayment and payment of all or any monies by the Borrower and/or Security Party in respect of or arising from the Facility and shall include any part thereof.
"Letter of Offer"	the letter of offer issued by the Bank to the Borrower on the date as stated in Item 7 of Schedule A hereto, and includes any supplementals, amendments, variations or

additions thereto.

“Letter of Consent”	the letter of consent to this Assignment, duly executed by the Affected Party, which Letter of Consent shall be in form and content acceptable to the Bank and substantially in the form set out in Schedule C hereto.
“Notice of Assignment”	the notice of assignment or any other instruments from the Assignor to the Affected Party, which the Notice of Assignment or instruments shall be in form and content acceptable to the Bank and substantially in the form set out in Schedule B hereto.
“Security Documents”	the agreements and documents in respect of the Security Interest.
“Security Party”	any persons presently or in future executing or providing any Security Interest and/or any form of security to the Bank for payment of the Indebtedness, and any reference to the Security Party includes references to any of them.
“Transaction Documents”	the Letter of Offer, the Facility Agreement, the General Terms and Conditions, this Assignment, the other Security Documents and such other documents and agreements as may be required by the Bank in relation to the Facility.

2.02 INCORPORATION OF LETTER OF OFFER, FACILITY AGREEMENT AND GENERAL TERMS AND CONDITIONS

It is expressly agreed that the terms and/or conditions of the Letter of Offer, the Facility Agreement and the General Terms and Conditions are deemed to be incorporated into and form part of this Assignment. In the case of any inconsistency, this Assignment shall prevail.

ARTICLE III ASSIGNMENT OF BENEFITS

3.01 ASSIGNMENT

In consideration of the Facility granted, to be granted and/or continuing to be granted to the Borrower upon the terms and conditions contained in the Transaction Documents, the Assignor hereby agrees absolutely to assign to the Bank upon the terms and/or conditions contained herein, the Benefits to which the Assignor is or shall be entitled to, and all rights, title interest benefits to and in the Affected Agreement(s), including but not limited to the right to take civil or other proceedings to enforce the same, as security for the Indebtedness and/or any amounts owing to the Bank under the Facility and/or the Transaction Documents; but not any of the obligations and liabilities under the Affected Agreement(s)

3.02 ASSIGNOR'S LIABILITY TO PERFORM

The Assignor shall remain liable to perform and observe all the obligations and conditions therein provided to be performed and observed by the Assignor under the Affected Agreement(s) and the Bank shall have no obligation of any kind whatsoever in relation thereto or be under any liability whatsoever in the event of any failure by the Assignor in performing such obligations in respect thereof. The Assignor agrees to indemnify and holds the Bank harmless from all loss, costs, claims, damages or liabilities whatsoever arising out of the performance, non-performance and/or failure of performance of the Assignor's obligations under the Affected Agreement(s) from time to time.

3.03 ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

The Assignor hereby represents and warrants to the Bank that:

- (a) the Recitals hereto are true and save for this Assignment, the Assignor has not assigned, charged, pledged or otherwise encumbered any of the Assignor's rights to the Benefits;
- (b) the Affected Agreement(s) are valid and enforceable and are in full force and effect; and
- (c) the Assignor is not in default under the Affected Agreement(s).

3.04 BANK NOT OBLIGED TO MAKE ENQUIRY

The Bank shall not be obliged to make any enquiry as to the nature of or sufficiency of any payment received by it hereunder or to make any claim or take any other action to collect any moneys or to enforce any rights and benefits hereby agreed to be assigned to the Bank or to which it may be entitled at any time hereunder.

3.05 BANK'S REMEDIES

- (a) The Bank may but not obligated, upon the happening of an Event of Default under the Transaction Documents, to give notice to the Affected Party of such Event of Default and/or to enforce payment of moneys or any right and benefit hereby assigned or to which it may be entitled to at any time hereunder.
- (b) In addition to the Events of Default in the Transaction Documents, the following events shall be deemed to be part of the Events of Default:
 - (i) any of the Affected Agreement(s) is terminated or there has been a breach of any material obligations by any party under any of the Affected Agreement(s);
 - (ii) a winding-up order has been made against the Affected Party or any step is taken for the winding up, dissolution or liquidation of the Affected Party or a resolution is passed for the winding up of the Affected Party or a petition for winding up is presented against the Affected Party or the Affected Party is declared a bankrupt; or
 - (iii) any of the Affected Agreement(s) is illegal, void, voidable, unenforceable or otherwise ceases to be in full force and effect.

3.06 POWER OF ATTORNEY

Pursuant to the foregoing and in consideration of the premises the Assignor hereby irrevocably appoints as the attorney of the Assignor in the Assignor's name or otherwise, with full powers of substitution, the Bank and any and every of its officers or such other person or persons as the Bank may designate, as the Assignor's attorney or attorneys to recover and/or receive from the Affected Party all sums due to the Assignor in respect of the Affected Agreement(s) or otherwise, and/or to issue notice(s) of assignment to the Affected Party and/or to enforce any rights in respect thereof and give valid receipts, and/or to take such proceedings at the cost and expense of the Assignor, whether by way of action, distress or otherwise as the Bank may in its discretion consider necessary or advisable to enforce any of the said rights, and also to do and perform all whatsoever deeds, matters and things as fully as effectually as the Assignor could itself do, and the Assignor hereby agrees and undertakes at all times hereafter to ratify and confirm all whatsoever acts and deeds the said attorney or attorneys or their substitute or substitutes shall lawfully do under this power of attorney.

3.07 ASSIGNOR'S UNDERTAKINGS

The Assignor hereby undertakes with the Bank that the Assignor:

- (a) undertakes that the Benefits shall be paid into the Benefits Account;
- (b) shall do and/or permit to be done each and every act or thing which the Bank may from time to time require to be done for the purpose of enforcing the Bank's rights under the Transaction Documents and will allow its name to be used as and when required by the Bank for that purpose;
- (c) shall perform its obligations under the Affected Agreement(s) and shall use its best endeavours to procure the Affected Party to perform the Affected Party's obligations thereunder;
- (d) shall procure the prompt payment of any Benefits into the Benefits Account, and/or where the Assignor has received any Benefits from the Affected Party and/or from whatsoever source, the Assignor shall promptly and forthwith forward such Benefits to the Bank as and when such Benefits are received;
- (e) shall execute and deliver such further documents and/or do any other acts and/or things as the Bank may from time to time request, including but not limited to issuing the Notice of Assignment to the Affected Party and obtaining the execution by the Affected Party of the Letter of Consent and delivering the same to the Bank;
- (f) shall not vary, and/or agree and/or consent to any variation of, the terms and/or conditions of the Affected Agreement(s) unless with the prior written consent of the Bank; and
- (g) shall not settle, compromise, and/or abandon any claim, right and/or benefit under the Affected Agreement(s) unless with the prior written consent of the Bank.

3.08 CONTINUING SECURITY

The Assignment created hereunder is expressly intended to be and shall be a continuing security for the Indebtedness and all moneys whatsoever now or from time to time owing to the Bank by the Assignor and/or Borrower arising from the Facility in spite of the fact that the Assignor and/or the Borrower may at any time cease to be indebted to the Bank for any period or periods and in spite of the fact that the account or accounts of the Assignor and/or the Borrower with the Bank may from any cause

whatsoever cease to be a current account or accounts, and in spite of any settlement of account or accounts or otherwise.

3.09 UNDERTAKING TO PROVIDE FURTHER SECURITY

If the Bank shall determine that further or additional security is required from the Assignor to secure the Facility or the Indebtedness for reasons due to any increase in the liabilities, commitment and/or obligations of the Bank under the Transaction Documents or there has occurred or is likely to occur any dilution, reduction, decrease or failure in any security interest created by the Assignor in favour of the Bank, the Assignor, shall upon receipt of prior written notice from the Bank, execute in favour of the Bank, or as the Bank may direct, such further legal or other mortgages, charges, debentures, assignments, and/or Security Interest as the Bank shall require, of and on all the Assignor's rights, titles interest and/or benefits in any land, property, assets and/or business now belonging to or which may hereafter be acquired or belonging to the Assignor (including any vendor's lien), and the benefit of all licences held in connection therewith at the cost and expense of the Assignor.

The Assignor shall at the request of the Bank, deposit with the Bank the document of title of any immovable property vested in the Assignor for any tenure and all or any debentures, shares, stocks, or other investments or securities registered in the name of the Assignor or otherwise belonging to the Assignor. Such deposit may be by way of collateral security for the repayment of moneys and liabilities hereby secured and may also or otherwise be for the purpose of securing any other moneys owing to the Bank and not secured hereby.

3.10 WAIVER AND VARIATION

The rights of the Bank in relation to this Assignment (whether arising under this Assignment or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation by the Bank in writing; and in particular, any failure of the Bank to exercise and/or any delay of the Bank in exercising, any such rights, shall not preclude any other or further exercise of any such rights and/or any other rights of the Bank; and no act or course of conduct or negotiation on the Bank's part or on its behalf shall in any way preclude the exercise of any such rights or constitute a suspension or any variation of any such right. The rights and remedies of the Bank herein provided are cumulative and not exclusive of any rights or remedies provided by law.

3.11 DISCLOSURE OF INFORMATION

The Assignor hereby agrees that the Bank is permitted to disclose any information relating to the Security Documents and/or the Assignor's affairs or accounts, to such persons under Schedule 11 of the Financial Services Act 2013 including:

- (a) Bank Negara Malaysia or other regulatory authorities or enforcement authority or body (governmental or otherwise) under any Applicable Laws in or outside Malaysia;
- (b) pursuant to any subpoena or request or order of the courts; and
- (c) where disclosure is required or permitted by Applicable Laws.

The Assignor also agrees, consents to and authorizes the Bank to the above disclosure to:

- (a) any of the Bank's agents, service providers, auditors, legal counsel and/or professional advisors, in or outside Malaysia for facilitating and/or protecting the business, operations, facilities and services provided by the Bank and CIMB Group (as defined below);

- (b) any entity within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("CIMB Group") whether such CIMB Group are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia for facilitating the business, operations, provision of the Facility and/or other related services, and performance of the contract by the Bank and CIMB Group;
- (c) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement, or for the purposes of potential litigation or litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- (d) any financial institution, company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the Borrower and/or Assignor has requested and/or given to the Bank;
- (e) the Borrower, Syarikat Jaminan Pembiayaan Perniagaan Berhad (Registration No. 200901008332 (851317-W)), Credit Guarantee Corporation Malaysia Berhad (Registration No. 97201000831 (12441-M)) and/or any counterparty to any agreements and/or transactions which may constitute or form the basis of any Security Interest to be provided by the Assignor to the Bank to secure the Facility;
- (f) any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the Facility and the relevant Security Document;
- (g) any insurer or takaful provider or insurance/takaful broker or direct or indirect provider of credit protection of the Bank or which is required for the maintenance of the Facility and any of the Security Documents; and
- (h) agencies including credit reference reporting agencies or governmental agencies or financial institutions for the purpose of conducting searches or credit reference checks on the Borrower and/or the Assignor or any of their respective directors, shareholders, officers or any other person, individual or entity related to and or associated with the Borrower and/or the Assignor.

The Assignor agrees that such consent given in Clause 3.11 cannot be withdrawn where such disclosure is necessary for the provision of the Facility secured by the relevant Security Documents or the Bank's performance of the terms and conditions with the Borrower and/or the Assignor or the Bank's compliance with any contractual or legal requirement.

The Assignor acknowledges that the disclosure by the Bank to CIMB Group may also be for cross selling purposes provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Assignor.**

3.12 MODIFICATION AND INDULGENCE

The Bank may, with notice to the Assignor and without in any way affecting the obligations of the Assignor hereunder:

- (a) review the Facility and determine, reduce and/or increase the amount of the Facility;

- (b) grant to the Assignor and/or the Borrower or a guarantor or to any other surety or security party any time or indulgence;
- (c) renew any bills notes or other negotiable instruments;
- (d) deal with, exchange, release or modify or abstain from perfecting or enforcing any securities or other guarantees it may have now or at any time hereafter or from time to time have against the Assignor and/or the Borrower or any other person;
- (e) compound with the Assignor and/or the Borrower or a guarantor or any other person; and/or
- (f) vary the terms and/or conditions of the Transaction Documents.

3.13 NOTICE

Any notice required to be issued shall be in writing and shall be deemed to have been sufficiently served on the Assignor if it notified via the Bank's website, displayed on the Bank's premises, is left at the usual or last known address of the Assignor in accordance with the records kept by the Bank, or at the address abovestated of the Assignor, or sent by ordinary mail to any of such addresses or facsimile or sent by email or other electronic or internet communication including short messaging service (SMS) or such other means as the Bank may determine from time to time. Proof of posting or despatch of any notice or communication to the Assignor shall be deemed to be proof of receipt by the Assignor:

- (a) if it is personally delivered, at the time of delivery;
- (b) in the case of ordinary post, seven (7) days after date of posting (save where such notice or communication is return undelivered to the Bank);
- (c) if displayed at the Bank's premises and/ or Bank's website, and deemed effective upon such display being made;
- (d) in the case of an, email or other forms of electronic or internet communication (including short messaging system (SMS) and voice recording, at the time they are sent, or
- (e) in the case of facsimile, on the Business Day immediately after transmission, provided that the sender has received an answer back confirmation.

No change in the address for service of the Assignor howsoever brought about shall be effective or binding on the Bank unless actual notice in writing of such change has been received by the Bank.

3.14 SEVERABILITY

If any of the provisions in this Assignment becomes invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

3.15 NO OBLIGATION TO ADVANCE

Nothing contained herein shall be deemed to render it obligatory upon the Bank to make or continue to make any advances or to afford any other accommodation or banking facilities whatsoever.

3.16 ASSIGNMENT OF RIGHTS

The Bank may, for the purpose of facilitating its business, operations, services or such other events or such other things as the Bank may reasonably determine, assign any of its rights hereunder to any person by notice to the Assignor. However, the Assignor may not assign or transfer any of its rights hereunder unless with the written consent of the Bank.

3.17 JURISDICTION OF LAW

This Assignment is governed by and shall be construed in accordance with the laws of Malaysia.

3.18 LEGAL COSTS

The Assignor shall be liable to pay all fees, costs and expenses in connection with or incidental to this Assignment including the Assignor's Solicitors' fee (on a solicitor and client basis) in connection with the preparation and execution of this Assignment and the documents related thereto. If the moneys hereby secured or any part thereof shall be required to be recovered through any process of law, or if the said money or any part thereof shall be placed in the hands of solicitors for collection, the Assignor shall pay (in addition to the moneys then due and payable hereunder) the Banks' Solicitors fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection.

3.19 CONTINUITY

The security, liability and / or obligations of the Assignor created by this Assignment shall continue to be valid and binding for all purposes whatsoever in spite of any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Assignor and/or the Borrower or the Bank and it is hereby expressly declared that no change of any sort whatsoever shall in any way affect this Assignment.

3.20 EFFECTIVE DATE

The parties hereto agree that this Assignment shall come into force on the date as stated in the preamble hereto irrespective of the diverse dates which they may have each executed this Assignment respectively.

3.21 SECONDARY INSTRUMENT

It is hereby agreed that this Assignment and the other Transaction Documents are instruments in one transaction to secure the repayment of the Facility, and for the purpose of Section 4(3) of the Stamp Act 1949, the Facility Agreement is the Principal Instrument and this Assignment is the Secondary Instrument.

3.22 PRIVACY CLAUSE (FOR CORPORATE ASSIGNOR) WHERE THE ASSIGNOR IS A CORPORATION (INCLUDING BUT NOT LIMITED TO THE ENTITIES FALLING WITHIN THE DEFINITION OF "CORPORATION" DEFINED IN THE COMPANIES ACT 2016) THIS CLAUSE SHALL APPLY

The Assignor hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the Assignor as determined by the Bank (hereinafter referred to either singly or collectively as "**Relevant Person**"), for the Bank:

- (i) to be provided with information as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with relevant terms and conditions and for the purpose of the Facility / account;
- (ii) to carry out the necessary reference checks including credit reference/reporting checks with credit reference/reporting agencies, including but not limited to Central Credit Reference Information System (CCRIS), Financial Information Services Sdn Bhd (FIS) and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the Assignor and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the Facility/account; recovery of debts owing under the Facility/account; any purpose related to or in connection with Facility/ account under this Assignment; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities; and
- (iii) to disclose the said Relevant Person's personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com),

at the Bank's discretion, without further reference to the Assignor and/or its Relevant Person. The Assignor agrees to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the Bank shall have the right to terminate the Facility/ close the account.

The Bank reserves the right to amend this clause from time to time at the Bank's discretion and shall provide prior notification to the Assignor in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.

This clause shall be without prejudice to any other clause in this Assignment which provides for the disclosure of information.

3.23 PRIVACY CLAUSE (FOR NATURAL PERSONS) WHERE THE ASSIGNOR ARE INDIVIDUALS (INCLUDING BUT NOT LIMITED TO SOLE PROPRIETOR, PARTNERSHIPS, REGISTERED BUSINESSES AND ASSOCIATIONS)

The Assignor hereby confirm that the Assignor has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com) and the clauses herein, as may relate to the processing of the Assignor's personal information. For the avoidance of doubt, the Assignor agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Assignment.

In the event the Assignor provides personal and financial information relating to third parties, including information relating to the Assignor's next-of-kin and dependents (where the Assignor is an individual) or information relating to its directors, shareholders, officers, individual guarantors and security providers (where the Assignor is a corporation), for the purpose of opening or operating the Assignor's account(s)/Facility with the Bank or otherwise subscribing to the Bank products and services, the Assignor (a) confirm that the Assignor has obtained their consent or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Assignment; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing in the event of any material change to the said personal and financial

information; and (d) agree to the Bank's right to terminate this Assignment should such consent be withdrawn by any of the said third parties.

Where the Assignor 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 overseas regulators and 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 behalf of the Assignor, the Assignor agrees to the above said disclosures on behalf of the Assignor and others involved in the said cross-border transaction.

The Bank may carry out the necessary reference checks including credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Assignor's status as may be required to help make decisions, for example when the Bank need to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Assignor's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/Facility under this Assignment. The Assignor will be linked by credit reporting/reference agencies to any other names the Assignor use or have used, and any joint and several applicants. We may also share information about the Assignor and how the Assignor manages the Assignor's account(s)/Facility with relevant credit reporting/reference agencies.

Even after the Assignor has provided the Bank with any information, the Assignor will have the option to withdraw the consent given earlier, except where such disclosure of the Assignor's information is necessary for the provision of the Facility or the Bank's performance of the contract with the Assignor or to comply with contractual requirements or to comply with any legal requirements.

The Bank reserves the right to amend this clause from time to time at the Bank's discretion and shall provide prior notification to the Assignor in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.

For the purposes of the Privacy Clause (For Corporate Assignor) and Privacy Clause (For Natural Persons), the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia and the use of the words the "Bank", and the "Bank's" are to be read as references to the CIMB Group.

This clause shall be without prejudice to any other clause in this Assignment which provides for the disclosure of information.

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IN WITNESS WHEREOF, the parties hereto have hereunto executed this Assignment the day and year first above written.

SIGNED BY)
the Assignor in the presence of:)
)
)
)
)
)

Signed for and on behalf of)
CIMB BANK BERHAD)
by its Attorney in)
the presence of:)

**FORM OF AUTHENTICATION IN CASE OF A POWER OF ATTORNEY EXECUTED BY A
COMPANY OR CORPORATION***

I, _____ an Advocate and Solicitor of the High Court in
Malaya practising at _____ hereby certify that on this ____ day of
_____, 20____, the common seal of _____
was duly affixed to the above written instrument in my presence in accordance with the regulations of
the said Company/Corporation.

Witness my hand

**FORM OF AUTHENTICATION IN CASE OF A POWER OF ATTORNEY EXECUTED BY
AN INDIVIDUAL***

I, _____ an Advocate and Solicitor of the High Court in
Malaya practising at _____ hereby certify that the signature of the donor above
named was written/affixed in my presence on this ____ day of _____ 20____, and is,
to my own personal knowledge, the true signature of _____
who has acknowledged to me that he is of full age and that he has voluntarily executed this instrument.

Witness my hand

**To insert whichever is relevant, according to whether the Assignor is a Company or Individual*

THE SCHEDULES REFERRED TO HEREIN

SCHEDULE A

Section	Item	Particulars
1	Date of this Deed of Assignment of Benefits of Contract	
2	AFFECTED PARTY (Name) (Address)	
3	ASSIGNOR (Name) (Address)	
4	BANK (Name) (Address)	
5	BORROWER(S) (Name) (Address)	
6	FACILITY(IES) <i>(Please insert the type of Facility(ies) and amount)</i>	
7	Date of the Facility Agreement and Letter of Offer	

8	AFFECTED AGREEMENT(S)	<p data-bbox="772 224 1145 257">(1) LETTER OF AWARD BY</p> <p data-bbox="772 432 1316 465">(2) AGREEMENT EXECUTED BETWEEN</p> <p data-bbox="772 674 1348 707">(3) AWARD / CONTRACT REFERENCE NO.</p> <p data-bbox="772 882 1385 947">(4) DATE OF LETTER OF AWARD / AGREEMENT</p>
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SCHEDULE B

Notice of Assignment
(to be adopted on the Letterhead of the Assignor)

[insert date]

To: [Affected Party]

[address]

Dear Sirs

**Notice of Assignment to Deed of Assignment of Contract Benefits dated [insert date]
Award(s) / Contract(s) Ref No : (“the Affected Agreement”)**

Assignor:

Assignee:

We refer to the above matter.

WHEREAS, by an assignment dated [*] (the “Assignment”), we, [insert the Assignor’s name and company no.] have absolutely assigned:-

- (i) all our present and future rights, title and interest in and to the Affected Agreement; and
- (ii) all moneys whatsoever and howsoever due and/or payable to the Assignor under the Affected Agreement(s) (“Benefits”),

to the Assignee as security for the payment and repayment of the Indebtedness (as defined therein) upon the terms and subject to the conditions therein contained.

Accordingly, we hereby irrevocably and unconditionally authorise you to do as follows:-

- (a) pay, remit and deposit the Benefits as may be due to us from time to time under the Affected Agreement(s) into our Account Number: [**] opened and maintained with [Account Bank]; and
- (b) act solely in accordance with such instructions that may be given by the Assignee to you in relation to the manner of payment of all monies as may be due to us.

We shall remain liable to perform our obligations under the Affected Agreement(s) and the Assignee will not be under any obligation to perform the obligations imposed on us thereby. Unless otherwise agreed in the Affected Agreement(s), you shall not make any deduction whatsoever from the Benefits without the Assignee’s written consent

This notice is to be regarded as irrevocable and may not be modified or varied without the consent in writing of the Assignee.

This notice is governed by the laws of Malaysia and we submit to the exclusive jurisdiction of the courts of Malaysia.

Please confirm your consent of this Assignment, by signing the enclosed acknowledgment form attached below.

Yours faithfully
For and on behalf of
[Assignor]

[Insert name of Authorised Signatory]

c.c. Assignee

SCHEDULE C

Letter of Consent

(to be adopted on the Letterhead of the Affected Party)

[insert date]

CIMB Bank Berhad
(Address)

Dear Sirs,

Deed of Assignment of Contract Benefits dated :

Award(s) / Contract(s) Ref No : (‘the Affected Agreement(s)’)

Assignor:

Assignee:

We refer to the above matter and the Notice of Assignment issued by the Assignor to us dated _____ (‘the Notice’). Unless otherwise defined herein, all terms and expressions used in the Notice shall have the same meaning when used herein.

We hereby confirm that:-

- (1) we consent to the aforesaid assignment;
- (2) we confirm that we have not received notice of, nor are we aware of, any other assignment by the Assignor of or any other security interest affecting all or any of the Assignor’s rights, title, interest and benefit under, in or to the Affected Agreement(s) and the Benefits;
- (3) we will not, otherwise than by reason of default by the Assignor (in which case the provisions of paragraph (4) below will apply), exercise or purport or seek to exercise any right of termination of the Affected Agreement(s) or any of the Assignor’s rights thereunder, or make any claim that the Affected Agreement(s) has been terminated, suspended, rescinded or frustrated, or is of no effect, or is illegal, invalid or unenforceable, or otherwise deprive or attempt to deprive the Assignor of the full enjoyment of the Affected Agreement(s);
- (4) we will give notice to the Assignee forthwith after we become aware of a default by the Assignor in the performance of its obligations under the Affected Agreement(s) which, in our opinion, entitles us to terminate the Affected Agreement(s) or the Assignor’s rights thereunder or to treat the Affected Agreement(s) or the Assignor’s rights thereunder as terminated, giving full details of the alleged default;
- (5) we agree that we will give to the Assignee not less than [thirty (30) days’] prior notice (which shall be given not earlier than [fourteen (14)] days after the notice given pursuant to paragraph (4) above) of our intention to terminate the Affected Agreement(s) or the Assignor’s rights thereunder or to treat the Affected Agreement(s) or the Assignor’s rights thereunder as terminated by reason of a default by the Assignor thereunder (a ‘Termination Notice’). We shall, with each Termination Notice, supply full details of the alleged default, including the claimed consequences thereof to us;

- (6) we agree that, in the exercise of our rights and discretions and the performance of our obligations under the Affected Agreement(s), we will, notwithstanding the assignment thereof, accord to the Assignor no less favourable treatment than we would have accorded to the Assignor in the absence of such assignment or the giving of such notice;
- (7) we expressly unconditionally and irrevocably agree, until further notified by the Assignee in writing, undertake to remit all the Benefits directly to a Benefits Account No. _____ at your _____ branch nominated by you and/or to any other account as notified by you from time to time for the duration of the Assignment.

Yours faithfully,

.....
 Authorised Signatory of
 [name of Affected Party]

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.....
 Authorised Signatory of
 [name of Affected Party]