

IMPORTANT NOTICE: THE TERMS OF THIS MASTER AGREEMENT FORM A LEGALLY BINDING AGREEMENT BETWEEN CIMB BANK BERHAD AND THE COMPANY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS MASTER AGREEMENT. PLEASE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE SIGNING IT AND IF YOU DO NOT UNDERSTAND ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY SEEK CIMB BANK BERHAD'S CLARIFICATION ON SUCH TERMS.

**FOREIGN EXCHANGE AND FOREIGN EXCHANGE OPTIONS MASTER
AGREEMENT
("FX/FX OPTIONS MASTER AGREEMENT")**

AGREEMENT dated as of [***] between CIMB Bank Berhad (Company No. 13491-P) of 13th Floor, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur ("Party A") and COMPANY NAME (Company No.) ("Party B") (collectively, "Parties").

Whereas the Parties have entered or anticipate entering into a Foreign Exchange Transaction ("FX Transaction") or a Foreign Exchange Option or Currency Option ("FX Option Transactions") (each a "Transaction") that are or will be governed by this Agreement (which includes the Schedule, the "Schedule") and the documents and other confirming evidence (each a "Confirmation") confirming or evidencing those Transactions. This Agreement together with the Schedule are together referred to as this "Master Agreement".

Section 1: General

Scope of Agreement

1.1 The Parties may from time to time enter into FX Transactions and/or FX Option Transactions subject to the terms and conditions of this Master Agreement. Unless otherwise agreed in writing by the Parties, each Transaction entered into between the Parties on or after the Effective Date shall be governed by this Master Agreement. Each Transaction between the Parties outstanding on the Effective Date which is identified in the Schedule shall also be governed by this Master Agreement.

Definitions

1.2 The terms defined in Section 13 and elsewhere in this Master Agreement will have meanings therein specified for the purpose of this Master Agreement.

Single Agreement

1.3 This Master Agreement together with all the Confirmations (together with amendments) shall together form the agreement between the Parties ("Agreement") and shall together constitute a single agreement between the parties. Both Parties acknowledge that all Transactions are entered into in reliance upon such fact, and the Parties would not otherwise enter into any Transaction.

Confirmations

1.4 Each Transaction shall be promptly confirmed by the Parties by Confirmations exchanged between the Parties by mail, facsimile or other electronic messaging systems (including e-mails) where copies of such Confirmations can be made, including Confirmations which do not require signatures of either of the Parties.

Inconsistency / Conflict of Documents

1.5 In the event of any inconsistency or conflict between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule shall prevail. In the event of any inconsistency between the provisions of the Confirmation and this Master Agreement, such Confirmation shall prevail for the purpose of the relevant Transaction. In the event of any inconsistency between the provisions of the Confirmation and the Schedule, such Confirmation shall prevail for the purpose of the relevant Transaction.

Section 2: Terms Relating to FX Option Transactions

Exercise of FX Option

- 2.1 The Buyer may exercise a FX Option by delivery to the Seller of a Notice of Exercise. Subject to Section 2.4, if a Notice of Exercise with respect to a FX Option has not been received by the Seller prior to or at the Expiration Time on the Expiration Date, the FX Option shall be deemed expired and become void and of no effect.

Exercise of Different Option Styles

- 2.2 (i) In respect of an American Style FX Option Transaction, the rights granted are exercisable any time during an Exercise Period and before the Expiration Time on the Expiration Date; or
- (ii) In respect of an European Style FX Option Transaction, the rights granted are exercisable only before the Expiration Time on the Expiration Date; or
- (iii) In respect of a Bermuda Style FX Option Transaction or a Mid-Atlantic Style FX Option Transaction, the rights granted are exercisable only before each Expiration Time on the Specified Exercise Date(s); or
- (iv) In respect of any other option styles, as specified in the related Confirmation.

No Partial Exercise

- 2.3 Unless otherwise agreed by the Parties, a FX Option Transaction may be exercised only in whole.

Automatic Exercise

- 2.4 If "Automatic Exercise" is specified in the Schedule to be applicable to a FX Option Transaction and at the Expiration Time on the Expiration Date, the FX Option Transaction has not been exercised, then it will be deemed to be exercised as of that time if the In-the-Money Amount of the FX Option Transaction at such Expiration Time on the Expiration Date equals or exceeds the product of:-
- (i) 1% of the Strike Price multiplied by;
- (ii) the Call Currency Amount or the Put Currency Amount,
- unless Buyer notifies Seller (by telephone or in writing) prior to the Expiration Time on the Expiration Date that it does not wish to allow Automatic Exercise.

Effectiveness of Notice of Exercise

- 2.5 A Notice of Exercise is effective,
- (i) in the case of an American Style FX Option Transaction:
- (A) if received at or prior to the Expiration Time, upon receipt thereof by the Seller; or
- (B) if received after the Expiration Time, as of 9.00 am (local time in the place where the office through which the Seller is transacting is located, as specified in the related Confirmation) on the next following Business Day, if any, in the Exercise Period;
- (ii) in the case of a Bermuda Style FX Option Transaction, if received at or prior to the Expiration Time on a Specified Exercise Date, upon receipt thereof by the Seller; and
- (iii) in the case of an European Style FX Option Transaction, if received at or prior to the Expiration Time on the Expiration Date, upon receipt thereof by the Seller.

Settlement of Exercised Options

- 2.6 An exercised FX Option transaction shall be settled on its Settlement Date. On the Settlement Date, the Buyer shall pay or deliver the Put Currency to the Seller and the Seller shall pay or deliver the Call Currency to the Buyer for value on the Settlement Date.

Discharge & Termination of FX Option Transactions

- 2.7 If agreed in the Schedule, any Call or any Put written by a Party will automatically be discharged and terminated, in whole, against a Call or a Put, respectively, written by

the other Party, such discharge and termination to occur automatically upon the payment in full of the last Premium payable in respect of such FX Option Transactions; provided that such discharge and termination may only occur in respect of FX Option Transactions:

- (i) each being with respect to the same Put Currency and the same Call Currency;
- (ii) each having the same Expiration Date and Expiration Time;
- (iii) each being the same style option (eg both American Style Options);
- (iv) each having the same Strike Price; and
- (v) neither of which have been exercised by delivery of a Notice of Exercise.

Upon the occurrence of such discharge and termination, neither Party shall have any further obligation to the other Party in respect of the relevant FX Option Transaction. In the case of a partial termination and discharge of a FX Option Transaction (i.e. where the relevant FX Option Transactions are for different amounts of the same Currency Pair), the remaining portion of such FX Option Transaction shall continue to be a FX Option Transaction for all purposes hereunder.

Payment of Premium

- 2.8 Unless otherwise agreed in writing by the Parties, the Premium related to a FX Option shall be paid on its Premium Payment Date in immediately available funds.

Late Payment or Non-Payment of Premium

- 2.9 (a) If a Premium is not received on the Premium Payment Date, the Seller may elect (i) to accept a late payment of such Premium; (ii) to give written notice of such non-payment and, if such payment is not received within two (2) Business Days of such notice, treat the related FX Option Transactions as void; or (iii) to give written notice of such non-payment and, if such payment shall not be received within three (3) Business Days of such notice, treat such non-payment as an Event of Default.
- (b) If the Seller elects to act under clause (a)(i) or (a)(ii) above, the Buyer shall pay all out-of-pocket costs and actual damages incurred in connection with such unpaid or late Premium or void FX Option Transaction, including, without limitation, interest on such Premium in the same currency as such Premium at the then prevailing market rate and any other costs or expenses incurred by the Seller in covering its obligations (including, without limitation, a delta hedge) with respect to such FX Option Transaction.

Section 3: Terms Relating to FX Transactions

Settlement of FX Transactions

- 3.1 Subject to Section 3.2, each Party shall deliver to the other Party the amount of the currency to be delivered under each Currency Obligation on the Value Date for such Currency Obligation.

Condition Precedent

- 3.2 Section 3.1 shall not apply if an Event of Default or Potential Event of Default has occurred and has led to an Early Termination Date.

Section 4: Withholding Tax

No Grossing-Up

- 4.1 All payments under this Agreement shall be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by applicable law. If a party is so required to deduct or withhold, then that party ("X") will:-
- (i) provide at least seven (7) calendar days' prior written notice the other party ("Y") of such requirement;
 - (ii) pay to the relevant authorities the full amount required to be deducted or withheld promptly upon the earlier of determination that such deduction or withholding is required or receiving notice that such amount has been assessed against Y; and
 - (iii) promptly forward to Y an official receipt (or a certified copy), evidencing such

payment to such authorities.

Section 5: Representations & Warranties

- 5.1 Each Party represents and warrants to the other Party (which representation shall be deemed to be repeated by each Party on each date on which a Transaction is entered into) as follows:-
- (i) it has power, capacity and authority to enter into this Master Agreement (including the Transactions);
 - (ii) the person(s) entering into this Master Agreement (including the Transactions) on its behalf has/have been duly authorised to do so;
 - (iii) this Master Agreement (including the Transactions) is binding upon it and enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and applicable principles of equity) and does not and will not violate the terms of any agreements to which such Party is bound;
 - (iv) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (v) there is no pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Master Agreement (including the Transactions) to which it is a party or its ability to perform its obligations under this Master Agreement (including the Transactions);
 - (vi) no Event of Default or Potential Event of Default or Termination Event has occurred and is continuing with respect to it; and
 - (vii) it acts as principal in entering into each Transaction and exercising each and every FX Option.

Section 6: Agreements/Covenants

- 6.1 Each Party agrees and covenants with the other Party that:
- (i) it will at all times obtain and comply with the terms of, and do all that is necessary to maintain in full force and effect, all authorisations, approvals, licences and consents required to enable it to lawfully perform its obligations under this Master Agreement;
 - (ii) it will promptly notify the other Party of the occurrence of any Event of Default or Potential Event of Default or Termination Event with respect to itself;
 - (iii) it will comply in all material respects with all applicable laws, rules and regulations, including but not limited to any exchange control notices issued by Bank Negara Malaysia, as the same may be amended, revised or substituted from time to time, to which it is subject; and
 - (iv) it will deliver to the other Party any forms and documents specified in the Schedule.
- 6.2 Party B further agrees and covenants with Party A that it will provide Party A all necessary documentary evidence at any time on or in any event before the maturity date of a forward foreign exchange contract for hedging that the same is based on a firm underlying commitment or on an anticipatory basis;

Section 7: Events of Default

- 7.1 The occurrence at any time with respect to a Party of any of the following events constitutes an event of default (an "Event of Default") with respect to such Party –

- (i) Failure to Pay or Deliver

Failure by the Party to make, when due, any payment or delivery under this Agreement and such failure is not remedied on or before the third (3rd) Local Business Day. For the purposes hereof, a failure to deliver shall also include the failure of Party B to provide to Party A all necessary documentary evidence at any time on or before the maturity date of a forward foreign exchange contract for hedging that the same is based on a firm underlying commitment or on an anticipatory basis or where the underlying transaction hedged does not materialise.
- (ii) Breach/Repudiation of Agreement
 - (a) Failure by the Party to comply with or perform any agreement or obligation (other than an obligation to make payment or delivery under this Agreement) to be complied with or performed by the Party in accordance with this Agreement if such failure is not remedied within fourteen (14) calendar days' after notice of such failure is given to the Party; or
 - (b) the Party disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, this Master Agreement, or any Transaction evidenced by such a Confirmation.
- (iii) Misrepresentation

A representation or warranty made by the Party of such Party in this Agreement shall prove to have been incorrect, false or misleading in any material respect.
- (iv) Default Relating to Specified Transaction

The Party defaults under a Specified Transaction (after any applicable grace period has lapsed) or disaffirms, disclaims, repudiates or rejects or challenges the validity of, a Specified Transaction.
- (v) Cross-Default

A default, event of default or other similar condition or event in respect of Party B under one or more agreements relating to Specified Indebtedness of any of them where the amount is in aggregate equal to or in excess of the Threshold Amount which has resulted in such Specified Indebtedness becoming or becoming capable at such time of being declared due and payable under such agreements before it would otherwise have been due and payable.
- (vi) Bankruptcy / Insolvency

The Party

 - (1) dissolves;
 - (2) becomes insolvent or is unable to pay its debts as they become due;
 - (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
 - (4) institutes or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or a petition is presented for its winding-up or liquidation, resulting in a judgment of insolvency or bankruptcy or the making of an order for its winding-up or liquidation or is not dismissed, discharged, stayed or restrained within thirty (30) calendar days' of the institution or presentation thereof;
 - (5) has a resolution passed for its winding-up, official management or liquidation;
 - (6) seeks or become subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; and
 - (7) has a secured party taking possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets.

Section 8: Termination Events

8.1 The occurrence at any time with respect to a Party of any event specified below shall constitute a Termination Event: –

(i) Illegality

Due to an event or circumstances (not due to any action taken by a Party) occurring after a Transaction is entered into, it becomes unlawful under any applicable law on any day, for the relevant payment or delivery on that day for any Party to perform any payment or delivery in respect of such Transaction; or to receive a payment or delivery in respect of a Transaction.

(ii) Force Majeure Event

A Party (“Affected Party”), by reason of force majeure or act of state after a Transaction is entered into, on any day, (i) is prevented from performing any obligation to make a payment or delivery in respect of such Transaction or (ii) is prevented from receiving a payment or delivery in respect of such Transaction; or (iii) is prevented from complying with any other material provision of this Agreement relating to such Transaction; or (iv) it becomes impossible or impracticable for the Affected Party to perform, receive or comply; so long as the force majeure or act of state is beyond the control of the Affected Party.

(iii) Credit Event Upon Merger

A Credit Event upon Merger occurs with respect to an Affected Party, and the creditworthiness of the Affected Party or its successor or transferee is materially weaker where: (i) the Affected Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganises, reincorporates or reconstitutes into or as, another entity; (ii) any third party acquires directly or indirectly the beneficial ownership of the Affected Party; or (iii) the Affected Party effects a substantial change in its capital structure by the issue, incurrence or guarantee of debt or the issue of preference shares or other securities convertible into or exchangeable for, debt or preference shares.

Section 9: Early Termination & Closing Out of Transactions

Termination Following an Event of Default

9.1 If at any time an Event of Default has occurred and is then continuing with respect to a party (the “Defaulting Party”), the other party (the “Non-defaulting Party”) may, by not more than twenty (20) calendar days’ prior written notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding transactions.

Termination Following Termination Event

9.2 An Affected Party shall promptly upon becoming aware of it, notify the other Party in writing, specifying the nature of that Termination Event and each Affected Transaction. The Affected Party shall provided that the relevant Termination Event is then continuing, designate an Early Termination Date in the notice.

Effect of Designation of Early Termination Date

9.3 The Early Termination Date will occur on the date so designated in the notice. No further payments or deliveries in respect of the terminated Transaction shall be made after the Early Termination Date save as provided in Sections 9.4 and 9.5.

Closing-Out

9.4 On or as soon as reasonably practicable following the occurrence of an Early Termination Date, Party A shall calculate the Early Termination Amount payable (together with interest at Default Rate) on the day on which notice on the amount payable is effective on the Early Termination Date.

- 9.5 An Early Termination Amount due in respect of any Early Termination Date will (together with any amount of interest payable at Default Rate) be payable on the day on which the notice of the amount payable is effective.

Set-off

- 9.6 Any Early Termination Amount payable to one party (the "Payee") by the other party (the "Payer") in circumstances where there is a Defaulting Party or where there is one Affected Party in the case of a Termination Event in respect of which all outstanding Transactions are affected by a Termination Event ("Affected Transactions") has occurred, will at the option of the Non-defaulting Party or the Non-affected Party and by giving prior written notice of at least (7) Calendar Days' to the Defaulting Party or Affected Party, as the case may be, be reduced by its set-off against any other amounts payable by the Payee to the Payer (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation).

Reporting to Controller

- 9.7 On a termination of any Transaction or in the event Party A has knowledge that the proceeds of the Transaction are not used by Party B for the intended purpose, Party A shall be entitled to report the same to the Controller of Foreign Exchange.

Section 10: Non-Reliance On Other Party's Expertise

- 10.1 Each Party represents to the other Party on the date on which it enters into a Transaction that:
- (i) it is acting for its own account, and it has made its own independent decision to enter into that Transaction;
 - (ii) it has not received from the other Party any assurance or guarantee as to the expected results of that Transaction; and
 - (iii) the other Party is not acting as a fiduciary or advisor for it in respect of that Transaction.

Section 11: Miscellaneous

Transfer & Assignment

- 11.1 Neither Party may transfer, assign this Agreement (or any interest under this Agreement) to a third party without the prior written consent of the other Party and any purposed transfer or assignment in violation of this Section shall be void except that a party may make such a transfer or assignment of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity by giving not less than fourteen (14) calendar days' prior written notice to the other Party.

Currency Indemnity

- 11.2 Each payment under this Agreement shall be made in the relevant currency specified in this Agreement for that payment (the "Contractual Currency"). The receipt or recovery by either Party (the "First Party") of any amount in respect of an obligation of the other Party (the "Second Party") in a currency which is not a Contractual Currency, whether pursuant to a judgment of any court or pursuant to this Agreement, shall discharge such obligation only to the extent that, on the first day on which the First Party is open for business immediately following such receipt or recovery, the First Party shall be able to convert the currency received or recovered into the Contractual Currency. If the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the Second Party shall, as

a separate obligation, indemnify the First Party against any loss sustained by it by immediately paying such additional amount in the Contractual Currency to compensate the First Party for the shortfall.

Tape Recording

- 11.3 The Parties agree that each Party may tape record all telephonic conversations between them and that both parties agree that all such recordings may be submitted as evidence in court for the purpose of establishing any matters under this Agreement.

Entire Agreement

- 11.4 This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter.

Notices

- 11.5 Any notice in respect of this Agreement may be given in any manner below (except notices relating to an Event of Default or a Termination Event which may not be given by electronic message system or e-mail) and will be deemed effective as indicated:
- (i) if in writing and delivered in person or by a courier, on the date it is delivered;
 - (ii) if sent by facsimile transmission, on the Business Day immediately after transmission, provided that the sender has received an answer back confirmation;
 - (iii) if sent by registered mail, on the date it is delivered save where such notice has been returned undelivered to the Bank; and
 - (iv) if sent by e-mail, on the date it is delivered.

Correction of Confirmations

- 11.6 Unless Party B objects to the terms contained in any Confirmation sent by Party A or sends a corrected Confirmation within three (3) Business Days of receipt of such Confirmation the terms of such Confirmation shall, in absence of manifest error, be deemed correct and accepted. If Party B sends a corrected Confirmation within such three (3) Business Days or shorter period, then Party A receiving such corrected Confirmation shall have three (3) Business Days after receipt thereof to object to the terms contained in such corrected Confirmation.

Survival of Obligations

- 11.7 The obligations of the Parties under this Agreement shall survive the termination of any Transaction.

No Waiver of Rights

- 11.8 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver.

Payments Generally

- 11.9 All payments to be made under this Agreement shall be made in same day (or immediately available) or freely transferable funds.

Incorporation of 1998 ISDA FX & Currency Option Definitions

- 11.10 The 1998 ISDA FX & Currency Option Definitions, together with Annex A and 2004 Supplement, as published by the International Swaps & Derivatives Association, Inc. (the "FX Definitions") are incorporated by reference into this Agreement. Any terms used and not otherwise defined in this Master Agreement that are contained in the FX Definitions shall have the respective meanings specified therein (without regard to any amendments thereto after the date of this Master Agreement).

The FX Definitions (as amended and supplemented from time to time) are also incorporated into any Confirmation, with respect to a FX Transaction or FX Option Transaction, which supplements and forms part of this Master Agreement.

- 11.11 Offices, Multibranch Party

- (a) If this Section 11.11(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to

and agrees with the other party that, notwithstanding the place of booking or its jurisdiction of incorporation or organization, its obligations are the same in terms of recourse against it as if it had entered into the Transaction through its head or home office. This representation will be deemed to be repeated by such party on each date on which a Transaction is entered into.

- (b) Neither party may change the Office through which it makes and receives payments or deliveries for the purpose of a Transaction without the prior written consent of the other party.
- (c) If a party is specified as a Multibranch Party in the Schedule, such Multibranch Party may make and receive payments or deliveries under any Transaction through an Office listed in the Schedule, and the Office through which it makes and receives payments or deliveries with respect to a Transaction will be specified in the relevant Confirmation.

Indemnity

- 11.12 Any costs, expenses, losses, damages or liabilities (collectively "Losses") contingent or otherwise suffered by Party A directly or indirectly, howsoever arising under or in connection with this Master Agreement, shall be borne fully by Party B. Party A shall only be liable to Party B for Losses if such Losses are caused directly by Party A's fraud, gross negligence or willful breach of its obligations under this Master Agreement. Notwithstanding anything to the contrary, Party A shall not be liable for any loss of profits, savings, opportunity loss or other direct and/or consequential damages and any exemplary or punitive damages which may be suffered or incurred by Party B or any third party directly or indirectly, even if Party A has been notified of the possible damages or any claim against Party B or the third party. Party A may, by giving not less than seven (7) calendar days' prior written notice to Party B debit any of Party B's account maintained with Party A for any of the Losses. Party B hereby irrevocably and unconditionally indemnifies Party A and keep Party A fully indemnified against any foreign exchange losses arising from or in connection with any non-fulfilment of the terms of this Master Agreement or any Confirmation.

11.13 Content to Disclosure

Party B consents to the communication and disclosure by Party A of any information in respect of or relating to this Agreement and the Transactions as well as information relating to its affairs or in particular, its account(s) to:

- (i) subsidiaries or related corporations of Party A, in facilitating the Transactions, business and operations pursuant to this Agreement;
- (ii) to the extent required by law, any governmental or regulatory authority where disclosure is required under the law;
- (iii) solicitors, auditors, consultants and/or professional advisors of Party A for facilitating or protecting the rights of party A under this Agreement, on a need-to-know basis, all of whom will be informed of the confidential nature of such information and directed by Party A to treat such information confidentially, and
- (iv) to any person pursuant to any subpoena or other legal process or in connection with any legal action, suit or proceedings, whether relating to this Agreement and/or the Transactions or otherwise where disclosure is required under the law.

Section 12: Governing Law & Jurisdiction

Governing Law

- 12.1 This Agreement shall be governed and construed in accordance with the laws of Malaysia.

Jurisdiction

- 12.2 Each Party, with respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement, irrevocably submits to the jurisdiction of the Malaysian courts.

Section 13: Definitions

"Affiliate" means, in relation to any person, entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Business Day" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Kuala Lumpur.

"Buyer" means the party specified in the related Confirmation who is purchasing the FX Option, which party will, on the Premium Payment Date, pay to the Seller the Premium.

"Call" means a type of FX Option Transaction entitling Buyer upon exercise: (i) in the case of a Deliverable FX Option Transaction, to purchase from Seller the Call Currency at the Strike Price; and (ii) in the case of a Non-Deliverable FX Option Transaction, to receive from the Seller the In-the-Money Amount, if positive; in each case, as provided in the related Confirmation.

"Call Currency" means the currency specified in the related Confirmation or, if such a currency is not specified, the currency that is to be purchased by the Buyer.

"Call Currency Amount" means the aggregate amount of Call Currency to be purchased upon the exercise (or deemed exercise) of the Currency Option Transaction as specified in the related Confirmation.

"Close-out Amount" means, with respect to each Terminated Transaction (ie all Affected Transactions resulting from a Termination Event or all Transactions resulting from an Event of Default) or each group of Terminated Transactions and the Determining Party (ie party determining a Close-out Amount), the amount of the losses or costs of the Determining Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realised under then prevailing circumstance (expressed as a negative number) in replacing or in providing for the Determining Party the economic equivalent of (a) the material terms of that Terminated Transaction or group of Terminated Transactions including the payments and deliveries by the parties in respect of Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date and (b) the option rights of the parties in respect of that Terminated Transaction or group of Terminated Transactions. Any Close-out Amount will be determined by the Determining Party (or its agent) which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable. The Determining Party shall, for the purposes of all Transactions entered into under this Agreement, be Party A.

"Commencement Date" means, in respect of a FX Option Transaction, the date specified in the related Confirmation or, if such date is not specified, the Trade Date.

"Confirmation" means a writing (including facsimile or other electronic means from which it is possible to produce a hard copy) evidencing a FX Transaction or an FX Option Transaction, and specifying:

- (a) in the case of a FX Transaction, the following information:
 - (i) the Parties and the Designated Offices or booking offices through which they are acting respectively,
 - (ii) the amount of currencies being bought or sold and by which Party;
 - (iii) the Value Date; and
 - (iv) any other terms generally acceptable in accordance with the relevant foreign exchange market; and
- (b) in the case of an FX Option Transaction, the following information:
 - (i) the Parties and the Designated Offices or booking offices through which they are acting respectively,
 - (ii) Option Type, whether it is a Call or a Put;
 - (iii) the Call Currency and/or the Put Currency that are the subject of the Option and their respective quantities;
 - (iv) which Party is the Seller and which is the Buyer;
 - (v) the Strike Price;
 - (vi) the Premium and the Premium Payment Date;
 - (vii) the Expiration Date;
 - (viii) the Expiration Time;
 - (ix) Option Style, whether it is an American Style Option, or European Style Option or Bermuda Style Option; and
 - (x) such other terms generally acceptable in the foreign exchange Option market.

“Currency Obligation” means any obligation of a Party to deliver a currency pursuant to an FX Transaction or an exercised FX Option Transaction (except one that is to be settled at its In-the-Money Amount).

“Currency Option Transaction” has the same meaning as “FX Option Transaction”.

“Currency Pair” means 2 currencies which potentially may be exchanged in connection with an FX Transaction or upon the exercise of FX Option Transaction, one shall be the Put Currency and the other a Call Currency.

“Expiration Time” means in respect of a FX Option Transaction, the time specified in the related Confirmation.

“Default Rate” means a rate per annum equal to the cost to the relevant payee if it were to fund or of funding the relevant amount plus 1% per annum.

“Deliverable” means that for such Transaction, on Settlement Date in respect of (i) Deliverable FX Transaction, each Party will pay the amount specified as payable by it in the related Confirmation and (ii) in the case of a Currency Option Transaction, Buyer will pay to Seller the Put Currency Amount and Seller will pay to Buyer the Call Currency Amount.

“Designated Offices” means the office or offices specified in the Schedule, if no such offices are agreed upon, the office or offices which enter into the Transaction shall be deemed the Designated Offices.

“Early Termination Amount”(if the Early Termination Date results from an Event Default), means an amount equal to (i) the sum of (A) the Termination Currency Equivalent of the Close-out Amount(s) determined by the Non-defaulting Party for each Terminated Transaction or a group of Terminated Transaction and (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (ii) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party. If it is a negative number, the Non-defaulting Party will pay the absolute value of the Early Termination Amount to the Defaulting Party.

If the Early Termination Date results from a Termination Event:-

- (1) **One Affected Party**. If there is one Affected Party, the Early Termination Amount will be determined as above in this definition except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and to the Non-affected party, respectively.
- (2) **2 Affected Parties**. If there are 2 Affected Parties each party will determine an amount equivalent to the Termination Currency Equivalent of the sum of the Close-out Amount(s) (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions and the Early Termination Amount will be an amount equal to (A) the sum of (I) one-half the difference between the higher amount so determined (by Party “X”) and the lower amount so determined (by Party “Y”) (II) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to Y. If the Early Termination Amount is a positive number, Y will pay it to X, if it is a negative number, X will pay the absolute value of the Early Termination Amount to Y.

“Effective Date” means the date of this Master Agreement.

“Exercise Period” means, (i) in respect of an American Style FX Option Transaction, all Business Days in the period from and including the Commencement Date to, and including, the Expiration Date between 9.00 am (local time in the place where the office through which Seller is transacting is located, as specified in the Confirmation) and the Expiration Time, (ii) in respect of an European Style FX Option Transaction, the Expiration Date between 9.00 am (local time in the place the office through which Seller is transacting is located, as specified in the related Confirmation) and the Expiration Time and (iii) in respect of Bermuda Style FX Option Transaction, each Specified Exercise Date in the period from, and including, the Commencement Date to, and including, the Expiration Date between 9.00 am (local time in the place where the office through which Seller is transacting is located, as specified in the related Confirmation) and the Expiration Time.

“Expiration Date” means, in respect of a FX Option Transaction, the date specified in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention.

“Following Business Day Convention” means the first following day that is a Business Day.

“Foreign Exchange Transaction” or “FX Transaction” means a transaction providing for the purchase of an agreed amount in one currency by one party to such transaction in exchange for the sale by it of an agreed amount in another currency to the other party to such transaction. A FX Transaction includes both a Deliverable FX Transaction and a Non-deliverable FX Transaction.

“Forward Rate” means the currency exchange rate specified in the related Confirmation.

“FX Option Transaction” or “Currency Option Transaction” means a transaction entitling Buyer, upon exercise, to purchase from Seller at the Strike Price a specified quantity of Call Currency and to sell to the Seller at the Strike Price a specified quantity of Put Currency. A FX Option includes both a Deliverable FX Option Transaction and a Non-deliverable FX Option Transaction.

“In-the-Money Amount” means (i) in the case of a Call, the excess of the Spot Price over the Strike Price, multiplied by the aggregate amount of the Call Currency to be purchased under the Call, where both prices are quoted in terms of the amount of the Put Currency to be paid for one unit of the Call Currency; and (ii) in the case of a Put, the excess of the Strike Price over the Spot Price, multiplied by the aggregate amount of the Put Currency to be sold under the Put, where both prices are quoted in terms of the amount of the Call Currency to be paid for one unit of the Put Currency.

“Non-deliverable” means (i) in the case of FX Transactions, on Settlement Date, in respect of a Non-Deliverable FX Transaction, if the Settlement Currency Amount is a positive number, Buyer will pay that amount in the Settlement Currency to the Seller or, (ii) if the Settlement Currency Amount is a negative number, Seller will pay the absolute value of that amount in the Settlement Currency to the Buyer.

“Notice of Exercise” means, in respect of a FX Option Transaction, irrevocable notice delivered by Buyer to Seller prior to or at the Expiration Time on the Expiration Date of Buyer’s exercise of the right(s) granted pursuant to a FX Option Transaction.

“Notional Amount” means, (a) in respect of a Deliverable FX Transaction or a Deliverable FX Option Transaction, the quantity of currency specified in the related Confirmation; and (b) in respect of a Non-deliverable FX Transaction or a Non-Deliverable FX Option Transaction, the quantity of Settlement Currency specified in the related Confirmation.

“Option Style” refers to (i) an American Style Option (ii) an European Style Option or (iii) a Bermuda Style Option or “Mid-Atlantic Style Option”.

“Office” means a branch or office of a party, which may be such party’s head or home office.

“Option Type” means whether it is a Call or a Put.

“Potential Event of Default” means an event which, with notice or lapse of time or both, would constitute an Event of Default.

“Premium” means, in respect of a FX Option Transaction, the amount specified in the Confirmation and, is payable by Buyer to Seller on the Premium Payment Date for value on such date (ie purchase price for the Premium).

“Premium Payment Date” means, in respect of a FX Option Transaction, one or more dates specified in the related Confirmation on which the Premium is due and payable subject to adjustment in accordance with Following Business Day Convention.

“Put” means a type of FX Option Transaction entitling Buyer upon exercise: (i) in the case of a Deliverable FX Option Transaction, to sell to Seller the Put Currency Amount at the Strike Price; and (ii) in the case of a Non-deliverable FX Option Transaction, to receive from Seller the In-the-Money Amount, if positive; in each case, as provided in the related Confirmation.

“Put Currency” means the currency specified as such in the related Confirmation or, if such currency is not specified, in the currency that is to be sold by Buyer;

“Put Currency Amount” means the aggregate amount of Put Currency to be sold upon the exercise (or deemed exercise) of the FX Option Transaction specified in the Confirmation.

“Seller” means the party specified in the related Confirmation, which party grants to the Buyer upon exercise of the FX Option Transaction the right, but not the obligation, to cause the Seller to pay to the Buyer the Call Currency Amount on the Settlement Date (if Deliverable is applicable) or to cause the Seller to pay to the Buyer the In-the-Money Amount, if any, on the Settlement Date (if Non-Deliverable) (Party granting the Option).

“Settlement Currency” means the currency specified in the related Confirmation.

“Settlement Currency Amount” means an amount expressed in the Settlement Currency calculated on the formula basis as follows:-

$$\text{Settlement Currency Amount} = \left[\text{Notional Amount} \times \left[1 - \left(\frac{\text{Forward Rate}}{\text{Settlement Rate}} \right) \right] \right]$$

“Settlement Date” means, in respect of a Transaction, the date specified as the Settlement Date or the Payment Date, as the case may be, in the related Confirmation.

“Settlement Rate” means, in respect of a Settlement Date, the currency exchange rate equal to (i) the Settlement Rate specified or (ii) if not specified, the Spot Rate for that Valuation Date.

“Specified Exercise Date” means, in respect of a Bermuda Style FX Option Transaction, each date

specified in the related Confirmation subject to adjustment in accordance with the Following Business Day Convention.

“Specified Indebtedness” means any obligation in respect of borrowed money but excluding deposits received in the ordinary course of a Party’s banking business.

“Specified Transaction” means any transaction now existing or hereafter entered into between one Party to this Agreement and the other Party to this Agreement which is not a Transaction under this Agreement but which is a rate swap transaction, swap option, basic swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, cap transaction, floor transaction, collar transaction, currency swap, cross-currency rate swap transaction, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse purchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security commodity or other financial instrument or interest; or any combination of these transactions.

“Spot Date” means the spot delivery day for the relevant Currency Pair as generally used by the relevant FX market.

“Spot Price” means the rate of exchange at the time at which such price is to be determined for FX Transactions in the relevant Currency Pair for value on the Spot Date as determined in good faith by Party A as calculation agent.

“Strike Price” means the currency exchange rate specified as such in the related Confirmation, which is the currency exchange rate at which the Currency Pair will be exchanged upon the exercise (or deemed exercise) of the right or rights granted pursuant to a FX Option Transaction.

“Spot Rate” means, if not specified, the currency exchange rate at the time at which such rate is to be determined for foreign exchange transactions in the relevant Currency Pair for value on the Settlement Date, as determined in good faith and in a commercially reasonable manner by Party A as the calculation agent.

“Termination Currency Equivalent” means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the “Other Currency”), the amount in the Termination Currency determined by Party A as calculation agent, required to purchase such amount of such Other Currency as at the relevant Early Termination Date.

“Termination Currency” means Ringgit Malaysia, or in circumstances where there are two Affected Parties, as agreed between the Parties. However, the Termination Currency shall be one of the currencies in which payments are required to be made in respect of one or more Transactions. If the currency selected is not freely available, or if the two Affected Parties cannot agree on a currency, the Termination Currency shall be United States Dollars.

“Trade Date” means, in respect of a FX Option Transaction, the date specified as “Trade Date” in the related Confirmation, which date is the day on which the Parties enter into the Transaction.

“Transaction” means a FX Transaction or a FX Option Transaction.

“Unpaid Amounts” owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable to such party on or prior to such Early Termination Date and which remain unpaid as at Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation which was (or would have been but for section 3.2) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with interest, in the currency of such amounts from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at Default Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination or if each party is obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

“Value Date” means, with respect to any FX Transaction, the Business Day agreed by the Parties for delivery of the currencies to be purchased and sold pursuant to such FX Transaction, and, with respect to any Currency Obligation, the Business Day upon which the obligation to deliver currency pursuant to such Currency Obligation is to be performed.

IN WITNESS WHEREOF the Parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

CIMB BANK BERHAD
(Company No. 13491-P)

Name:
Title:
Date:

COMPANY NAME
(Company No. _____)

Name:
Title:
Date:

SCHEDULE

Schedule to the FX/FX Options Master Agreement

dated as of [***]

between

CIMB Bank Berhad

(Company No. 13491-P)

("Party A")

and

COMPANY NAME (Company No.

[Click here to enter text.](#)) ("Party B")

Part 1: Scope of Agreement

The Agreement shall apply to all FX Transactions and FX Option Transactions outstanding between the Parties on the Effective Date.

Part 2: Automatic Exercise of FX Option Transactions

Automatic Exercise of FX Option Transactions will/will not apply to Party A as Buyer.

Automatic Exercise of FX Option Transactions will/will not apply to Party B as Buyer.

Part 3: Termination Events

The "Cross Default" provision in Section 7.1 (v) will not apply to Party A and will apply to Party B.

"Threshold Amount" means, at any time in relation to a party, an amount equal to 3% of the party's shareholder's equity (i.e. the sum of capital and disclosed reserves) as disclosed by the party's most recently published accounts (whether audited or not) determined in accordance with generally accepted accounting principles in the party's place of incorporation.

Part 4: Agreement to Deliver Documents

For the purpose of Section 6.1(iv) of this Agreement, Party B agrees to deliver the following documents:

<u>Party required to deliver document</u>	<u>Form/Document/ Certificate</u>	<u>Date by which to be delivered</u>
Party B.	A true copy, certified by the Company Secretary or its in-house legal counsel, of the Memorandum and Articles of Association (in form and substance acceptable to the other party).	Upon execution of this Agreement.
Party B.	A true copy, certified by the Company Secretary of Party B, of a resolution of the board of directors of Party B authorising the execution of this Agreement and each Confirmation and the appointment of authorised signatories of Party B for the purpose of signing this Agreement and Confirmations (in form and substance acceptable to Party A).	Upon execution of this Agreement.
Party B.	A true copy, certified by Party B's Company Secretary of a list of authorised signatories of Party B and specimen signatures for the purpose of signing this Agreement and Confirmations.	Upon execution of this Agreement and on execution of any Confirmation if the list of authorised signatories has changed from that previously delivered.

Part 5: Miscellaneous

(a) Address for Notice

Address for notice or communication to Party A:-

Address: CIMB Bank Berhad
Level 23A, Menara CIMB
Jalan Stesen Sentral 2
Kuala Lumpur Sentral
50470 Kuala Lumpur.

Attention : Capital Market & Payment Operations

Tel No. : 03 – 2261 8888 (General Line)

Fax No. : 03 – 2261 7566 (Dedicated Fax Line)

Address for notice or communication to Party B:-

(b) Offices. The provisions of Section 11.11(a) will ~~will not~~ apply to this Agreement.

(c) Multibranch Party. For the purposes of Section 11.11(c) of this Agreement –

Party A is a Multibranch Party ~~is not a Multibranch Party~~ and may enter into a Transaction through any of the following Offices:-

Kuala Lumpur, Singapore, London, Labuan Offshore Branch and Hong Kong.

Party B is ~~a Multibranch Party~~/is not a Multibranch Party and ~~may enter into a Transaction through any of the following Offices:-~~

Part 6: Other Provisions

Privacy laws.

- (i) Party B confirms that in the event it provides Party A with personal information relating to third parties including information relating to Party B's individual shareholders, directors, officers, authorized representatives, Party B has obtained their respective requisite consent:
 - (1) for their personal information to be provided to Party A as Party A may require; and
 - (2) for Party A to disclose the information to its subsidiaries or related corporationsin facilitating the Transactions, business and operations pursuant to this Agreement.

- (i) Party B agrees to update Party A in writing should there be any changes to the personal information of the said third parties as stated in subparagraph (i) above in a timely manner in which event Party B's confirmation in respect of the said requisite consent are accordingly provided by Party B as set out in subparagraph (i) above.

Withholding Tax Imposed on Payments to non-US Counterparties under the United States Foreign Account Tax Compliance Act ("FATCA")

"Tax" as used in this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Clause 4.1 of this Agreement.

CIMB BANK BERHAD
(Company No. 13491-P)

(Party A)

Name : [Click here to enter text.](#)
Title : [Click here to enter text.](#)
Date : [Click here to enter text.](#)

COMPANY NAME
(Company No. [Click here to enter text.](#))

(Party B)

Name : [Click here to enter text.](#)
Title : [Click here to enter text.](#)
Date : [Click here to enter text.](#)