

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

MEMORANDUM OF DEPOSIT OF STOCKS AND SHARES

To:

CIMB BANK BERHAD (Registration No. 197201001799 (13491-P))

1. In consideration of CIMB BANK BERHAD (hereinafter called "**the Bank**" which expression shall include and extend to their successors or assigns) having made, making or continuing to make advances or otherwise giving credit or affording banking facilities to (hereinafter called "**the Borrower**") upon the terms and/or conditions as set out in the Letter of Offer dated which shall include such Letter of Offer as varied, amended or modified, the Facility Agreement, 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, this Memorandum of Deposit, the other Security Documents and such other documents and agreements as may be required by the Bank in relation to the Facility ("**the Transaction Documents**"), I/We of shall from time to time execute, deposit, transfer and/or register by whatsoever means as the Bank may specifies, the share transfer forms, certificates and/or other evidences of title to the stocks, shares, warrants, transferable subscriptions, rights, loan stocks, option bonds and/or other securities acceptable to the Bank, with and/or in the name of the Bank, the Bank's nominees or agent and/or any persons or bodies as the Bank may specify, or deposit, transfer and/or register by whatsoever means as the Bank may specify, with and/or in the name of the Bank, its nominees or agent, or any persons or bodies as the Bank may specify including but without limitation the Malaysian Central Depository Sdn Bhd, sub-delegate, share registrar or other institution authorised by the relevant stock exchange, and/or in substitution for, or in addition to the foregoing, the stocks, shares, warrants, transferable subscriptions, rights, loan stocks, option bonds or other securities for the time being or at any time pledged under this Memorandum of Deposit (hereinafter called "the Mortgaged Securities"), as a security for the payment and discharge on demand of all moneys and liabilities whether certain or contingent which are now or shall from time to time or at any time hereafter become owing or remaining unpaid or incurred by the Borrower to the Bank upon any banking facilities and/or account or in any manner whatsoever and anywhere, whether alone or jointly with others and whether as principal or surety, including (but without prejudice to the rights of the Bank herein) the amount of notes, drafts or bills (whether negotiable or non-negotiable) discounted or paid and/or other loans, credit or advances made to the Borrower whether alone or jointly with others, together with all interest, commission, discount and/or other bankers' charges, stamp duty, legal fees and/or other charges arising out of or incidental to the taking or realisation of this or other security taken by the Bank for the same indebtedness.
2. The interest on the amount owing aforesaid or any part thereof shall be charged at such rate or rates as may be specified or laid down by the Bank from time to time in accordance with the terms of the Letter of Offer .

3. The Bank may from time to time vary at its discretion the rate of interest for the time being payable to such rate by serving not less than twenty-one (21) calendar days' prior written notice on the Borrower of such of its intention and such amended rate of interest shall be payable as from the date specified in the said notice.
4. When the payment of any money hereby secured or intended to be so secured, shall be further secured to the Bank by any bill of exchange, promissory note, draft receipt or other negotiable instrument reserving a higher rate of interest to be paid in respect thereof than that specified by the Bank for the time being, such higher rate of interest shall be payable in respect of such moneys and nothing contained in or to be implied from these presents shall affect the right of the Bank to enforce and recover the payment of such higher rate of interest or as the case may be the difference between such higher rate and the rate which shall have been paid hereunder.
5. Subject to the provisions hereinafter appearing the interest on any principal moneys for the time being hereby secured including capitalised interest shall at or about the end of each calendar month be capitalised and added for all purposes to the principal sum then owing and shall thereafter bear interest at the rate aforesaid and be secured and payable accordingly and all the undertaking terms and conditions contained in or implied under this Memorandum of Deposit and all powers and remedies conferred by law or under this Memorandum of Deposit shall equally apply to such capitalised arrears of interest and to the interest on such arrears.
6. Nothing in this Memorandum of Deposit shall be deemed to impose on the Bank any obligation either to make any advance or loan to the Borrower on the security created.
7. The Mortgaged Securities shall include the stocks and shares, warrants, transferable subscriptions rights, loan stock, option bonds and other securities acceptable to the Bank which I/ We or either / any of us will deposit / may deposit / have deposited with the Bank, its nominees or agents or which may be in their possession or deposit / deposited with or transfer / transferred by electronic means or otherwise to the account of the Bank, its nominees or agent, depository including but without limitation the Malaysian Central Depository Sdn Bhd, sub-delegate, share registrar or other institution authorised by the relevant stock exchange or which may hereafter be deposited in their depository account or which may hereafter be deposited by me / us or either/ any of us in substitution of or in addition to the Mortgaged Securities now deposited or for any other purpose whatsoever.
8. There shall be deemed to be included herein and made subject to the moneys hereby secured, all dividends or interest paid or payable after the date hereof on the Mortgaged Securities and all stocks, shares (and the dividends or interest thereon), rights, monies or property accruing or offered at any time by way of redemption, bonus, preference option or otherwise to or in respect of any of the Mortgaged Securities, provided that the Bank shall not incur any liability in respect of any calls, instalments or other payments.
9. Any dividends, interest or other payments which may be received or receivable by the Bank in respect of any of the Mortgaged Securities may be applied by the Bank as though they were proceeds of sale hereunder in spite of the fact that the power of sale may not have arisen.
10. Without prejudice to the rights and obligations hereby created any dividends, interest or other monies hereby charged which may be received by me/us hereafter shall be held in trust for the Bank and paid over to the Bank on demand.
11. The Bank may at any time without notice to the Depositor, register the Mortgaged Securities in the name of the Bank and/or the Bank's nominee or agent. The Depositor shall, if the Bank so specifies, at the Depositor's own cost and expense, execute and/or do all things to give effect to, all such transfers, assurances and/or things for assuring and vesting the full legal

title to the Mortgaged Securities or any of them, to and in the Bank or the Bank's nominees or agents or any purchaser or purchasers from them.

12. This Memorandum of Deposit shall not be considered as satisfied by any intermediate payments or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and extend to cover all or any sum or sums of money which shall for the time being constitute the balance due from the Borrower to the Bank on any banking facilities and/or account or otherwise as hereinbefore mentioned.
13. It shall be lawful for the Bank and/or any agent or nominee appointed by the Bank, at any time or times hereafter during the continuance of this Memorandum of Deposit, without any notice to and/or any further consent or concurrence by the Depositor, to sell, dispose of, realise and/or deal with, the Mortgaged Securities or any of them in such manner and upon such terms and conditions generally as they deem fit, and to apply the net proceeds of any such sale in or towards the discharge of the moneys hereby secured. The Bank and/or any agent or nominee appointed by the Bank shall not be responsible for any loss arising from such sale, disposal, realisation and/or dealing of the Mortgaged Securities, or for any loss or depreciation in value of any of such Mortgaged Securities arising from the said sale, disposal, realisation and/or dealing, or for any loss or damage through any cause or reason.
14. I/We and my/our successors in title will during the continuance of this Memorandum of Deposit duly and punctually pay all calls instalments and other payments that may be made or become due in respect of the Mortgaged Securities or any of them, and in default of my/our or their so doing the Bank may make such payments and all sums paid by them for that purpose with interest thereon at the interest rate specified in the Letter of Offer shall be repaid by me/us or my/our successors in title on demand and until payment shall in the meantime be a charge upon the Mortgaged Securities.
15. At all times I/we undertake to keep up or maintain the value of such Mortgaged Securities and from time to time at the request of the Bank to pay to them in money or at their option to deliver to them in approved stocks shares and securities such further margins as the Bank may require.
16. I/We acknowledge that the Bank has entered into this Memorandum of Deposit in full reliance on representations by me/us in the following terms, and I/we now warrant to the Bank and for so long as Indebtedness remains outstanding and unpaid that:-
 - (a) I/We am/are a company duly registered and validly existing under the Laws of Malaysia and with the full power and authority to own its assets and to carry on business as it is now conducted (*to delete if not a company*);
 - (b) I/We am/are the beneficial and registered owner of the Mortgaged Securities which are free from any charge, pledge, lien and encumbrance and undertake further that during the continuance of this Memorandum of Deposit, I/We shall not create, attempt to create or permit the subsistence of any other charge, pledge, lien and encumbrance over the Mortgaged Securities or any part thereof;
 - (c) I/We have obtained or have taken all the relevant steps to obtain all necessary licences, consents, approvals or authorisations. I/We hereby confirm that none of these are refused, withdrawn, modified, resolved or terminated.
 - (d) neither the signing and delivery of this Memorandum of Deposit nor the performance of any of the transactions contemplate herein will:-

- (i) contravene or constitute a default under any provision contained in any agreement, instrument, law, judgement, order, licence, permit or consent affecting or binding us and/or any of the Mortgaged Securities; or
 - (ii) cause any limitation on us or the powers of our directors, whether imposed by or contained in any document or any law, order, judgement, agreement, instrument or otherwise, to be exceeded.
 - (e) no litigation or arbitration or administrative proceeding or claim which might by itself or with any other such proceedings or claims either have a material adverse effect on our business, assets or condition or materially and adversely affect our liability to observe or perform our obligations under this Memorandum of Deposit, is presently in progress or pending or, to the best of our knowledge, information and belief, threatened against us or any of our assets;
 - (f) all necessary returns have been delivered by or on our behalf to the relevant taxation authorities and we are not in default in the payment of any taxes; and no material claim is being asserted with respect to taxes which is not disclosed in the financial statements;
17. This Memorandum of Deposit shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the Bank for all or any part of the moneys hereby secured nor shall such collateral or other security or any lien to which the Bank may be otherwise entitled (including any security charge or lien prior to the date of these presents on the Mortgaged Securities) or the liability of any person or persons not parties hereto for all or any part of the moneys hereby secured be in any way prejudiced or affected by this security. The Bank shall have full power at their discretion to give time for payment to any such other person or persons without prejudice to my/our liability hereunder. All moneys received by the Bank from me/us or any person or persons liable to pay the same may be applied by the Bank to any account or item of account or any transaction to which the same may be applicable.
18. The Bank shall so long as any moneys remain owing hereunder have a lien on all moneys now or hereafter standing to my/our credit with the Bank whether on any current or other account.
19. Any demand for payment of moneys or any other demand or notice hereunder may be made by any Officer for the time being of the Bank or by any person or firm for the time being acting as solicitor or solicitors for the Bank by letter addressed to the Borrower and sent by post or delivered to the address of the Borrower as set out hereinabove and a notice or demand so given or made shall be deemed to be given or made or received on the day it was so left or the day following that on which it is posted as the case may be unless such notice, demand or other communication is returned undelivered to the Bank.
20. Any moneys received hereunder may be placed and kept to the credit of a suspense account for such period the Bank shall deems fit pending the determination by the Bank as to how the monies are to be applied. Despite any such payment in the event of any steps, application, petition, or order for any voluntary arrangement, judicial management, scheme or compromise, arrangement, reorganization, reconstruction or amalgamation has been made or presented proceedings in or analogous to bankruptcy, insolvency, winding up or liquidation, the Bank may prove for and agree to accept any dividend or compositions in respect of the Borrower's Indebtedness or any part thereof in the same manner as if this Memorandum of Deposit has not been created.

21. If it shall so happen that the party making the deposit aforesaid and giving this Memorandum of Deposit (in this clause called "the depositor") shall be either a firm or a company or other corporation or any committee or association or other unincorporated body, any of the provisions hereinbefore contained which shall be primarily and literally applicable to the case of a single and individual depositor only shall be construed and take effect so as to give the Bank hereunder a security for the moneys owing from such firm and every member thereof or from such company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for moneys owing from a single individual if the depositor had been a single individual and in the case of a firm this security shall be deemed to be a continuing security for all moneys owing on any such account as hereinbefore mentioned from the person or persons carrying on business in the name of or in succession to the firm or from any one or more of such persons although by death retirement or admission of partners or other causes the constitution of the firm may have been partially or wholly varied. And in the case of a company or other corporation the principal moneys owing as aforesaid and hereby secured shall be deemed to include any moneys owing in respect of debentures or debenture stock of such company or other corporation held by or on behalf of the Bank.
22. The liability hereunder of each of us signing this Memorandum of Deposit shall be joint and several and every agreement and undertaking by us shall be construed accordingly. Neither this Memorandum of Deposit nor any party hereto being a joint or joint and several debtor shall be released or discharged by the death of such party or by the death release or discharge of any other joint or joint and several debtor nor by the substitution of any other debtor or security or any change in the constitution of any partnership of which any party hereto may be a member.
23. The security, liabilities and/or obligations created by this Memorandum of Deposit 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 Bank and similarly the security, liabilities and/or obligations created by this Memorandum of Deposit shall continue to be valid and binding for all purposes whatsoever in spite of any change by amalgamation reconstruction or otherwise howsoever in the constitution of the Borrower, and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Borrower shall in any way affect the security, liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past present or future.
24. The Bank shall be at liberty at any time for the purpose of facilitating its business, operations, services or such other events or such other things as the Bank may reasonably determine, transfer and/or assign all its rights, interests and/or obligations or any part thereof to such person or corporation or as it deems fit by notice to me/us/the Borrower, and the costs and expenses incurred by the Bank and the assignee incidental to such assignment shall be paid by the Borrower, and upon such assignment the assignee shall assume and be entitled to the rights, interests and obligations of the Bank comprised in this Memorandum of Deposit as if the assignee had been the party to this Memorandum of Deposit in place of the Bank.
25. I/We shall and hereby undertake to fully indemnify the Bank and/or the Bank's agent or nominee, from and against any claims, proceedings, expense, loss, costs, damages and/or liability which they may incur in consequence of any act done or purported to be done by the Bank and/or the Bank's agent or nominee pursuant to the rights and/or powers conferred by this Memorandum of Deposit, and/or otherwise pursuant to the provisions as set out in the Transaction Documents.
26. If at any time any provision hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction such provision shall, as to such jurisdiction, be

ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or such provision in any other jurisdiction. I/We agree, upon request by the Bank, to replace any provision of this Memorandum of Deposit which is so determined to be illegal or unenforceable by a valid provision which has a nearly as possible the same effect.

27. For the consideration aforesaid, I/we hereby irrevocably appoint you or any of your directors or officers (from time to time duly appointed or authorised in writing by you for the purpose herein and your certificate of such appointment shall be final and conclusive) to be my/our attorney (hereinafter called "**the Attorney**") for or in my/our name or otherwise in the name of the Attorney to do and execute the following acts and deeds or any of them as and when the Attorney shall think fit in relation to all or any of the Mortgaged Securities:-
- (a) to demand, sue for and receive from any person, registrar, company, corporation, government or other body all dividends, interests, bonuses or any other sums that may become due to me/us in respect of any of the Mortgaged Securities and likewise any capital sum represented by or comprised in any of the Mortgaged Securities and when the same shall respectively be payable or repayable;
 - (b) for any such purpose to sign, endorse and execute all receipts, dividends and interests, warrants, cheques, releases, discharges, reconveyance, or other deeds or documents whatsoever that may be necessary or usual in the circumstances;
 - (c) to attend, vote at and otherwise take part in all meetings held in connection with any company or corporation in relation to any of the Mortgaged Securities and to sign proxies for the purpose of voting there at or for any other purposes connected therewith as freely as I/we could do;
 - (d) to pay all calls with any of the my/our money held by or under the control of the Attorney, that may lawfully be made upon me/us or other expenses that may be incurred in relation to any of the Mortgaged Securities and to give security for the payment of the same;
 - (e) to assent (if it seems to the Attorney necessary or desirable) to any arrangement modifying my/our rights, privileges or duties in relation to any of the Mortgaged Securities and to agree to any scheme or arrangement for the increase or reduction of the value or amount of the same or of the capital of any company or corporation and for any such purpose to deposit, surrender or exchange any of the Mortgaged Securities, or the documents of title relating thereto and to pay any contribution or incur any other necessary expense in connection with any such scheme or arrangement;
 - (f) to sell any of the Mortgaged Securities pursuant to the power of sale herein and for that purpose to employ and pay brokers and agents in that behalf and to transfer any of the Mortgaged Securities so sold to the purchaser or purchasers thereof or as he or they may direct and for these purposes to sign and execute all such contracts transfers deeds and other writings and do all such other acts as may be necessary for effectually transferring the same;
 - (g) generally to exercise all rights and privileges and perform all duties which now or hereafter may appertain to the me/us in relation to any of the Mortgaged Securities;
 - (h) to disclose to any person or party who may be concerned with the exercise of the powers hereby conferred, including any purchaser or potential purchaser of any of the

Mortgaged Securities the terms of this Memorandum of Deposit and such other documents or information as may be related thereto or to the exercise of the Attorney's powers hereunder or to the Mortgaged Securities where such disclosure is deemed by the Attorney to be necessary for or expedient to the exercise of their powers hereunder;

- (i) to transfer, complete and vest the title of any of the Mortgaged Securities to or in you, or your nominees or agents;
- (j) to perfect my/our title to or security interest in all or any of the Mortgaged Securities;
- (k) to enable all or any of the Mortgaged Securities to be deposited or transferred into or withdrawn from my/our depository account;
- (l) to enable all or any of the Mortgaged Securities to be deposited or transferred into any securities account maintained by any purchaser thereof (including but not limited to any securities account that may be maintained by such purchaser under the Securities Industry (Central Depositories) Act 1991); and
- (m) generally to do all acts which you deem fit to enable you to comply with such rules, guidelines, procedures, requirements or orders (whether or not having the force of law) made from time to time by any central depository approved under the Securities Industry (Central Depositories) Act 1991;

And I/we hereby declare that this Power of Attorney shall be irrevocable so long as this Memorandum of Deposit shall remain in effect or so long as there shall be any Indebtedness outstanding.

And I/we hereby further declare that the Attorney shall not be held responsible or liable to me/us for any loss or damage howsoever and whatsoever arising as a result of any act neglect omission of the Attorney in the exercise of its powers under this Memorandum of Deposit and any matter or thing in relation thereto and I/we shall keep the Attorney fully indemnified against all costs expenses (including legal fees on a solicitor and client basis) and charges which the Attorney may incur in the exercise of the powers aforesaid.

And I/we hereby further declare that all and every receipt, deed, matter and thing which shall be by the Attorney given, made, executed or done for the aforesaid purposes shall be good, valid and effectual to all intents and purposes whatsoever as if the same had been signed, sealed, delivered, given or made or done by me/us in person.

And I/we hereby undertake at all times hereafter to immediately ratify all whatsoever the Attorney shall lawfully do or cause to be done in or concerning the premises by virtue of this Power of Attorney.

- 28. I/We hereby agree that this Memorandum of Deposit shall be governed by the Laws of Malaysia and I/We hereby agree to submit to the jurisdiction of the courts of Malaysia.
- 29. (a) Any notice in writing required to be served hereunder shall be sufficiently served if it is served by ordinary or registered post or by hand on me/us or at my/our last address in the records of the Bank or by email and shall be deemed served at the time of delivery if the notice is served by hand or 3 days after the date of posting if the notice is served by ordinary or registered post or if it is sent by email, immediately after transmission, if the date of transmission is a business day and if such a date is not a business day, then the notice by email shall be deemed to be served on the immediately following business day.

(b) Any notice or other communication from me/us shall be irrevocable and shall not be effective until received by the Bank.

30. I/We hereby undertake and agree that during the continuance of this security and/or the banking facilities, all the provisions, stipulations, conditions, undertakings and agreements contained in the Transaction Documents shall be read as forming part of this Memorandum of Deposit and shall be applicable with full force and effect as if the same were set out hereunder. In the event of any inconsistency, this Memorandum of Deposit shall prevail.

Dated this day of 20

Yours faithfully,

SIGNED by the said)
in the presence of:-)

SIGNED by the said)
in the presence of:-)