

MEMORANDUM OF CHARGE AND DEPOSIT

To: **CIMB BANK BERHAD** [197201001799 (13491 - P)]

1. In consideration of CIMB Bank Berhad (the “**Bank**”) granting and continuing to grant credit or banking facilities as described in Item 1 of the Schedule (the “**Facility**”) to the party whose name and description are specified in Item 2 of the Schedule (the “**Borrower**”), I/we (as the “**Depositor**”) hereby charge, pledge, deposit, execute, transfer and/or register the Mortgaged Securities (defined below and as described in Item 3 of the Schedule) to the Bank as a continuing security for the Facility.
2. Words and expressions in this Memorandum of Charge and Deposit shall bear the meanings as follows:

CIMB	collectively CIMB Bank Berhad, CIMB Islamic Bank Berhad and CIMB Investment Bank Berhad;
Indebtedness	(a) has the meaning ascribed to it in the Facility Agreement, as amended from time to time; or (b) (if “Indebtedness” is not defined in the Facility Agreement) all present and future monies, debts and other liabilities due, owing or incurred by the Borrower or the Depositor or any other security party to the Bank under any document entered into in respect of the Facility (in each case, whether alone or jointly, or jointly and severally, with any other person, whether as principal debtor or guarantor or otherwise, and whether such liabilities are actual or contingent);
Investment Products	all structured products issued by CIMB to the Depositor in accordance with the Securities Commission’s Guidelines on the Offering of Structured Products:- (i) in respect of which no early termination event (as defined in the Underlying Documents) has occurred; (ii) which are of a value acceptable to the Bank, where such value is determined by the calculation agent, if any, pursuant to the Underlying Documents; (iii) which are free from any kind of security interest in favour of any party other than the Bank; and (iv) includes any other investment products which form part of the Mortgaged Securities;

<p>Mortgaged Securities</p>	<p>are:</p> <ul style="list-style-type: none"> (a) Investment Products and Negotiable Instruments of Deposit; (b) unit trusts distributed by CIMB; (c) any other securities for the time being or at any time charged under this Memorandum of Charge and Deposit; and (d) all returns, dividends or interest (as applicable) paid or payable and property accruing or offered at any time by way of redemption bonus preference option or otherwise in respect of items (a), (b) and (c) above, <p>each as acceptable to, and accepted by the Bank under this Memorandum of Charge and Deposit;</p>
<p>Negotiable Instruments of Deposit</p>	<p>all negotiable instruments of deposit issued by CIMB in accordance with Bank Negara Malaysia's prevailing guidelines or regulations: -</p> <ul style="list-style-type: none"> (i) in respect of which no early redemption event (as defined in the Underlying Certificates) has occurred; (ii) which are of a value acceptable to the Bank, where such value is determined by the Bank; (iii) which are free from any kind of security interest in favour of any party other than the Bank; and (iv) include any other negotiable instruments of deposit which form part of the Mortgaged Securities (as defined in this Memorandum of Charge and Deposit).
<p>Security Interest</p>	<p>a mortgage, charge, assignment, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p>
<p>Underlying Certificates</p>	<p>the original certificates or security papers completed and issued by the Bank or applicable CIMB entity to acknowledge receipt of the deposit falling within the meaning of a Negotiable Instrument of Deposit;</p>
<p>Underlying Documents</p>	<p>the original investment agreements and/or the trade confirmations executed between the applicable CIMB entity and the Depositor pertaining to the Investment Products and the originals of any other certificates and/or documents, if any, issued by the CIMB entity to the Depositor evidencing the obligations of that CIMB entity in respect of the Investment Products.</p>

3. Any dividends, interest or other payments which may be received or receivable in respect of the Mortgaged Securities may be applied by the Bank as if they were proceeds of sale under this Memorandum of Charge and Deposit even if the power of sale was not exercised. If such dividends, interest or other payments were received by me/us, such monies shall be held in trust for the Bank and paid to the Bank on demand.
4. This Memorandum of Charge and Deposit is continuing Security Interest and will extend to cover sums of money which will for the time being constitute the balance due from the Borrower/me/us:
 - (a) solely or jointly with any other persons, firms or companies;
 - (b) whether as principal or surety; or
 - (c) for which the Borrower/I/we may be or become liable to the Bank (a) in any manner, (b) under any account or (c) whether or not given upon or under any security or collateral.
5. I/We understand that the Facility amount/limit may have been determined/ascertained based on the current value of the Mortgaged Securities, and if the value of such Mortgaged Securities depreciate or the Facility is or becomes inadequately secured, the Bank may from time to time request for such additional monies or securities to be pledged, charged or transferred to the Bank, its nominee or agents to ensure the Facility amount/limit is maintained.
6. I/We warrant and represent to the Bank that for so long as the Indebtedness remains outstanding:-
 - (a) I/we are a company registered and validly existing under the laws of Malaysia and have the full power and authority (i) to own our assets and (ii) to carry on our business as it is now conducted (*applicable for companies only*);
 - (b) I/we are the beneficial and (except to the extent that the Bank or its nominee is the registered owner) registered owner of the Mortgaged Securities, free from any charge, pledge, lien or other encumbrance (except for the security created under this Memorandum of Charge and Deposit in favour of the Bank);
 - (c) all consents, licences, approvals or authorisations have been obtained in respect of the Mortgaged Securities, and that no such licences, consents, approvals or authorisations were refused, withdrawn, modified, resolved or terminated;
 - (d) I/we have full power and capacity to enter into and perform my/our obligations under this Memorandum of Charge and Deposit. The signing and delivery of this Memorandum of Charge and Deposit and the performance of each of the transactions contemplated in this Memorandum of Charge and Deposit will not: -
 - (i) contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, licence, permit or consent affecting or binding me/us and/or any of the Mortgaged Securities; or
 - (ii) cause any limitation on me/us or where we are a corporation, 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, arbitration, administrative proceeding or claim that may (i) have a material adverse effect on my/our business, assets or condition, or (ii) materially and adversely affect my/our liability to observe or perform our obligations under this Memorandum of Charge and Deposit, is presently in progress or pending or, to the best of my/our knowledge, information and belief (after due and proper inquiry), threatened against me/us or any of my/our assets;
- (f) all necessary returns have been delivered by or on my/our behalf to the relevant taxation authorities and I/we am/are not in default in the payment of any taxes; and no material claim is being asserted in relation to taxes which are not disclosed in my/our financial statements;
- (g) all the particulars, declarations and statements furnished and made by me/us to the Bank are true, accurate and complete, and do not omit any material facts.

Each of the above representations and warranties will constitute continuing representations and warranties throughout the validity of this Memorandum of Charge and Deposit.

7. General undertakings

The undertakings in this Clause remain in force for so long as the Indebtedness remains outstanding. I/We undertake that during the continuance of this Memorandum of Charge and Deposit:

- (a) I/we will not redeem, sell, transfer, assign, charge, encumber, pledge or otherwise deal in or part with all or any part of the Mortgaged Securities;
- (b) I/we will punctually pay all calls, instalments and other payments that may be made or become due in respect of any of the Mortgaged Securities and if I/we do not do so, the Bank may (but is not obliged to) make such payments. All sums paid by the Bank shall then be charged interest at the rate specified in the Letter of Offer/Facility Agreement (both after as well as before judgment) and will be secured by the Mortgaged Securities and deemed to form part of the Indebtedness.

8. This Memorandum of Charge and Deposit:

- (a) is in addition to and not in substitution of any other rights or securities which the Bank may have from or against the Borrower or Depositor, any other security party, any other person, any guarantee or other instruments; and
- (b) will not be in any way prejudiced or affected by any collateral or other security now or in future held by the Bank for any of the monies secured by this Memorandum of Charge and Deposit.

9. If the Bank receives notice (whether actual or constructive) that the Depositor has executed, created or agreed or attempted to create any further or subsequent encumbrance over the Mortgaged Securities in favour of any other party, the Bank may on receiving such notice, open a new or separate account for the Depositor in its books. If the Bank does not actually open such new or separate account, the Bank will be deemed to have done so at the time. Subsequently, all payments to account made by the Depositor to the Bank will, (despite any legal or equitable rule or presumption to the contrary), be placed or deemed to have been placed to the credit of the new or separate account (whether actually opened or deemed to have been opened) and will not contribute towards reduction of the Indebtedness, provided always that this clause will not prejudice the security for the Facility.

10. I/We irrevocably agree that the Bank may at any time, with at least 7 days' prior written notice to me/us, and without first having to:
- (a) have recourse to any other security or guarantee for payment of the Indebtedness; or
 - (b) take any steps or proceedings against the Borrower,
- redeem, sell, dispose of or otherwise deal with any part of the Mortgaged Securities and apply, transfer or set-off such proceeds towards payment or satisfaction of all or part of the Indebtedness. If any part of the proceeds is in a currency other than Ringgit, the Bank may convert the proceeds into Ringgit at its spot rate of exchange on that day. I/We agree that the Bank will not be liable for any loss caused to me/us by reason of the exercise of the Bank's rights including (without limitation) any loss of interest, except to the extent that such loss is solely attributable to the Bank's gross negligence or wilful default.
11. If the Bank has acted in good faith, the Bank and/or any agent or nominee appointed by the Bank will not be responsible for (i) any loss arising from any such sale, redemption, disposal, dealing of the Mortgaged Securities, or (ii) any loss or depreciation in value of any Mortgaged Securities arising from such sale, redemption, disposal, dealing (except to the extent directly caused by the Bank's gross negligence or wilful default) for any loss or damage through any cause or reason.
12. Until the Indebtedness shall have been paid or discharged in full, I/we shall not claim any set-off or counterclaim against the Bank in respect of any liability from the Bank to me/us and/or to the Borrower. Any monies received pursuant to the realisation of the Mortgaged Securities under this Memorandum of Charge and Deposit may be placed and retained in a suspense account to facilitate a discharge of any obligation due by the Borrower and/or me/us. If there is a shortfall from such proceeds and there are proceedings in or comparable to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of such shortfall.
13. Each of us signing this Memorandum of Charge and Deposit will be jointly and severally liable under this Memorandum of Charge and Deposit and every agreement and undertaking by us will be construed accordingly. Neither this Memorandum of Charge and Deposit nor any party to the same (being a joint or joint and several debtor) will be released or discharged by:
- (a) the Borrower's or any of our deaths;
 - (b) the release or discharge of any other security or any joint and several debtor;
 - (c) the addition or substitution of any debtor or security; or
 - (d) any change in the constitution of any partnership or company to which any of us may be a member.
14. The security, liabilities and obligations created by this Memorandum of Charge and Deposit shall continue to be valid, binding and enforceable for all purposes even if there is a change by amalgamation, reconstruction or otherwise to the constitution of the Bank and/or the Borrower and/or me/us. Any change affecting the Bank, the Borrower and/or me/us shall not affect the security, liabilities and obligations created under this Memorandum of Charge and Deposit.

15. I/We agree that I/we may not assign or transfer any of my/our rights, benefits and/or obligations under this Memorandum of Charge and Deposit to any person without the Bank's prior written consent. The Bank may, with prior written notice to me/us, assign its rights, benefits and/or obligations under this Memorandum of Charge and Deposit provided such assignment or transfer does not materially and adversely affect my/our rights under this Memorandum of Charge and Deposit.
16. I/We will fully indemnify the Bank or the Bank's agent and/or nominee, from and against any expense, loss, damage or liability which they may incur in consequence of any act done or purported to be done by them pursuant to the rights and/or powers conferred by this Memorandum of Charge and Deposit, except to the extent directly caused by the gross negligence or wilful default of the Bank, its agent and/or nominee.
17. Any provision of this Memorandum of Charge and Deposit that is or becomes invalid, void, illegal or unenforceable shall only be ineffective to the extent necessary and shall not affect or impair the validity, legality and/or enforceability of the remaining provisions of this Memorandum of Charge and Deposit. I/We agree, upon request by the Bank, to a substitution of any such invalid, void, illegal or unenforceable provision with a valid provision which has as far as possible the same effect.
18. I/We expressly agree (i) that this Memorandum of Charge and Deposit will be governed by the laws of Malaysia and (ii) to submit to the exclusive jurisdiction of the courts of Malaysia.
19. Notices
- (a) Any notice required to be given to the Bank (i) must be in writing; (ii) signed by me/us; and (iii) will be effective only on receipt by, and evidenced by an acknowledgment of the Bank; or where applicable, are given via channels permitted by the Bank.
- (b) Notices and other communication to me/us will be via any of the following modes and will be deemed to have been served on me/us accordingly:
- (i) if sent by post, on the seventh (7th) day after posting; or
 - (ii) if delivered personally, at the time of delivery or despatch; or
 - (iii) if by courier, immediately on acknowledgment on the courier consignment note; or
 - (iv) if by any forms of instantaneous communication (including e-mail, short message service (sms) and voice recording), immediately; or
 - (v) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.
- (c) I/We agree that it is my/our responsibility to ensure that any notices sent to me/us via any of the modes stated above are not read or accessed by any third party. The Bank will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.

- (d) Any notice given to me/us by you may be signed by a director, manager, assistant manager, officer or any solicitor purporting to act on the Bank's behalf. If the notice is computer generated, then no signature will be required.
 - (e) The service of any legal process may be effected by personal delivery or by registered post or ordinary post sent to my/our last address maintained in the Bank's records. Such legal process will be deemed to have been duly served after the expiration of five (5) days from the date it is posted or if delivered by hand, on the day it is delivered.
20. Change in Address and Personal Particulars
- (a) I/We understand that actual notice must be given to the Bank of any change in address in order for such change of address to be effective and binding on the Bank.
 - (b) In addition, if there is any change to my/our (i) telephone number(s); (ii) e-mail address(es); and/or (iii) other particulars recorded with the Bank (collectively "**Personal Particulars**"), I/we must notify the Bank promptly to ensure that all correspondence and/or communications reach me/us in a timely manner.
21. In addition to the permitted disclosures under any Act or regulation, I/we expressly authorise the Bank to disclose any information relating to my/our affairs or accounts (including any related to this Memorandum of Charge and Deposit and other security documents to which I/we have signed with the Bank) to such extent as the Bank may deem expedient or necessary to: -
- (a) the Bank's agents, service providers, auditors, legal counsel, other professional advisors and its related companies;
 - (b) the Credit Bureau established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank;
 - (c) any financial institutions with which I/we have or propose to have dealings;
 - (d) any insurer on the Bank's panel or an insurer acceptable by the Bank with whom the Bank may choose to take up an insurance policy;
 - (e) any credit reporting/reference agencies including but not limited to CTOS, FIS and any other credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose my/our credit information to its subscribers for purposes of fraud detection and fraud prevention;
 - (f) to entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside Malaysia;
 - (g) the Borrower, any party making payment under the Facility, or other security provider who has provided security for the Facility in favour of the Bank;

for facilitating the business, operations, facilities and services of (including but not limited to credit evaluation, fraud checks, credit reviews, credit monitoring, debt recovery, etc.) or provided by the Bank and/or the Group Companies as well as to:

- (h) any company and/or organisation that assists or facilitates the processing and/or fulfillment of transactions or instructions that I/we have requested and/or given to the Bank; and
- (i) 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 this Memorandum of Charge and Deposit.

22. The Bank may, without affecting this Memorandum of Charge and Deposit:

- (a) grant to the Borrower and/or Depositor any time or indulgence;
- (b) renew any bills, notes, other negotiable securities or the Mortgaged Securities (if applicable);
- (c) deal with, exchange, release, modify or abstain from perfecting or enforcing any securities or other guarantees or rights that the Bank may have from or against the Borrower, the Depositor or any other person;
- (d) compound with the Borrower and/or Depositor or guarantor (if any) or any other person;
- (e) vary the terms and conditions of the Facility and/or this Memorandum of Charge and Deposit with at least twenty-one (21) days' prior notice.

23. No failure, delay or omission on the part of the Bank to exercise any right or power under this Memorandum of Charge and Deposit upon any default on my/our part will not (i) impair any such right or power, or (ii) be construed as a waiver or any acquiescence in such default. Further, any action or any acquiescence by the Bank in respect of any default will not affect or impair any of the Bank's rights or powers in respect of any other or subsequent default.

24. Even if the Bank accepts monies from the Borrower and/or Depositor after any event of default by either or both of them, the Bank will not be considered to have condoned or acquiesced to such event of default.

25. The Bank's rights under this Memorandum of Charge and Deposit are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and so often as the Bank deems expedient.

26. This Memorandum of Charge and Deposit will be binding upon:

- (a) my/our heirs, personal representatives, permitted assigns and successors-in-title, and (b) the Bank's successors-in-title and assigns.

27. Any certificate or statement of account as to the amount due to the Bank which is signed by an officer of the Bank or contained in a document produced by a computer in the ordinary course of its use, shall

(in the absence of fraud or obvious error), be conclusive evidence that such amount is in fact due and payable.

28. The Depositor will be liable to pay all costs and expenses in connection with the preparation, execution and perfection of this Memorandum of Charge and Deposit, including the Bank's solicitors' fees (on a solicitor and client basis)
29. Time shall be of the essence of this Memorandum of Charge and Deposit.
30. It is hereby agreed and declared that this Memorandum of Charge and Deposit, and the other security documents are instruments in one transaction to secure the Facility. For the purpose of Section 4(3) of the Stamp Act 1949, the Facility Agreement is deemed to be the primary or principal instrument whilst this Memorandum of Charge and Deposit and the other security documents are deemed to be auxiliary or secondary instruments.

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SCHEDULE

ITEM	PARTICULARS	
1.	FACILITY	Type of Facility: Facility Amount: Facility Account No:
2.	BORROWER	Name: NRIC/Passport No: Address:
3.	MORTGAGED SECURITIES	Name of Depositor: NRIC/Passport No: Account No: Description/Amount:

Dated this

day of

20

SIGNED by the Depositor)
 Name:)
 NRIC/Passport No:)
 in the presence of:)

SIGNED by the Depositor)
 Name:)
 NRIC/Passport No:)
 in the presence of:)

The common-seal of) was hereto affixed
) in the presence of:)

.....
 DIRECTOR
 Name:
 NRIC No.

.....
 DIRECTOR/SECRETARY
 Name:
 NRIC No.