

ISSUER AGREEMENT

Dated of

Between

**P2P NUSA KAPITAL SDN. BHD.
(Company No. 201601019890 / 1190827-P)**

And

(INSERT NAME OF ISSUER)(Company No. ●)

ISSUER AGREEMENT
FOR THE ENGAGEMENT OF P2P NUSA KAPITAL SDN. BHD. FOR THE
FUNDRAISING CAMPAIGN ON www.nusakapital.com

This Issuer Agreement ("**Agreement**") is made on the -- day of --, 20--

BETWEEN

P2P NUSA KAPITAL SDN. BHD. (Company No. 201601019890 (1190827-P)), a company incorporated in and existing under the laws of Malaysia with its registered address at E-13A-05, Plaza Mont Kiara, No. 2 Jalan Kiara, 50840 Kuala Lumpur, and having its business address at 218, Level 5, Klang Midvalley Complex, Jalan Pasar, 41400 Klang, Selangor, Malaysia. ("**Nusa Kapital**"); and

AND

[Insert name of Issuer] [Company No.] a company incorporated in and existing under the laws of Malaysia with its registered address at [Registered Address] and having its business address at [Business Address] ("the Issuer").

(P2P Nusa Kapital and the Issuer are hereinafter collectively referred to as "**Parties**" and "**Party**" refers to any one (1) of them, as the context may require.)

WHEREAS:

- A. P2P Nusa Kapital is a registered recognized market operator of the Peer-to-Peer Financing under Section 34 of the Capital Markets and Services Act 2007 ("**CMSA**") read together with subdivision 4, division 2 of Part II CMSA and operates the website domain www.nusakapital.com ("**P2P Platform**").
- B. The Issuer has made an application to P2P Nusa Kapital to raise funds through the P2P Platform and P2P Nusa Kapital has approved the application of the Issuer to be hosted on the P2P Platform subject to the terms and conditions herein.
- C. P2P Nusa Kapital and the Issuer have agreed to enter into this Agreement to set out the terms and conditions in relation to the financing exercise by the Issuer through the P2P Platform.

NOW IT IS AGREED AS FOLLOWS:

1. Definitions & Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall bear the following meanings:

Business Days	means the days on which banks are opened for business in Kuala Lumpur, Malaysia and excludes any public holidays, Saturdays and Sundays;
Campaign	has the meaning specified in Clause
Campaign Period	has the meaning specified in Clause
Commencement Date	means the date of this Agreement;
Cooling-off Period	has the meaning specified in Clause 5.2.1(ii);
Completion of Conditions	has the meaning specified in Clause 5.2.2

Precedent	
Conditions Precedent	has the meaning specified in Clause 5.2.1;
Confidential Information	has the meaning specified in Clause 7.4;
Directors	refers to any individual director of the Issuer;
Disclosure Documents	has the meaning specified in Clause 6.1;
Fee	has the meaning specified in Clause 4.1;
Investor	means the investor who has successfully registered as an investor on the P2P Platform;
Investors' Funds	has the meaning specified in Clause 5.1;
P2P Operator	has the meaning as specified in Clause 3.1(a);
P2P Platform	has the meaning as specified in Recital A;
Service Fee (Wakalah Fee)	means the fee representing an amount of between three to five per cent (3% - 5%) imposed by P2P Nusa Kapital on the Issuer;
Public Authorities	includes:- <ul style="list-style-type: none"> a) any government in any jurisdiction, whether federal, state, provincial, territorial or local; b) any minister, department, officer, commission, delegate, instrumentality, agency, board, committee, statutory authority or body or organization in which any government is interested; c) any non-government regulatory or supervisory authority, and d) any provider of public utility services, whether or not government owned or controlled, and the expression " Public Authority " shall refer to any of them;
Securities Commission	refers to the Securities Commission Malaysia being the regulatory authority for the P2P Platform and P2P Nusa Kapital;
SOP	mean the business processes, step-by-step process, rules, procedures, diagram, manual, work flow and / or guidelines as may be contained in the manual, handbook or any other documents that explains how the P2P Platform operates and how P2P Nusa Kapital operates the P2P Platform, as may be updated, modified and revised from time to time;
Successful Campaign	means the campaign undertaken by the Issuer on the P2P Platform where at least 80% of the targeted amount sought to be raised by the Issuer is met;

Term	means the period of four (4) months commencing from the Commencement Date and ending on the date falling four (4) months from the Commencement Date;
Trust Account	has the meaning specified in Clause 5.1; and
Warranties	means the relevant covenants, undertakings, representations and warranties given by the Issuer to P2P Nusa Kapital in this Agreement, including but not limited to those set out in Clause 6.

1.2 Interpretation

In this Agreement, unless the context otherwise requires :

- (a) recitals, headings and underlining are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa and words importing a gender include any gender;
- (c) an expression importing a natural person includes any corporation or other body corporate, partnership, association, public authority, two or more persons having a joint or common interest, or any other legal or commercial entity or undertaking;
- (d) a reference to a party to a document includes that party's successors and permitted assigns;
- (e) any part of speech or grammatical form of a word or phrase defined in this Agreement has a corresponding meaning;
- (f) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and shall include all by-laws, instruments, orders rules and regulation made thereunder;
- (g) any reference to a date or time is a reference to that date or time in Malaysia;
- (h) words denoting an obligation on a party to do an act, matter or thing includes an obligation to procure that it be done or words placing a party under a restriction include an obligation not to permit an infringement of the restriction;
- (i) the words "hereto", "herein", "hereinafter", "hereinbefore", "hereof", "hereunder", and other words of similar import shall refer to this Agreement as a whole and not to any particular provision;

- (j) “including” and similar expressions are not and must not be read or treated as words of limitation;
- (k) a period of days from the occurrence of an event or the performance of any act or thing shall be deemed to include the day on which the event happens or the act or thing is done or to be done (and shall be computed from the day immediately following such event or act or thing), and if the last day of such period is not a Business Day, then the period shall include the next following day which is a Business Day;
- (l) references to Recitals, Clauses and Schedules are to recitals and clauses of and schedules to this Agreement and the Recital an Schedules shall be taken, read and construed as essential parts of this Agreement;
- (m) references to this “Agreement” shall mean this Agreement as may be amended from time to time; and
- (n) no rule for the construction or interpretation of contracts shall apply to the disadvantage of a party for the reason that the party was responsible for the preparation of this Agreement or any part of it.

2. Commencement & Engagement

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue during the Term unless otherwise terminated in accordance with the provisions of this Agreement.
- 2.2 During the duration of the Term, the Issuer grants P2P Nusa Kapital the exclusive and irrevocable right to host its project that requires financing on the P2P Platform and in respect of which has undergone initial screening and certain processes with P2P Nusa Kapital management and team (“**Campaign**”).
- 2.3 The Issuer hereby acknowledges and agrees that the Campaign shall run for up to ninety (90) calendar days commencing on the date that the Campaign is listed on the P2P Platform (“**Campaign Period**”). The Campaign Period may be extended for a further period thirty (30) calendar days subject to the approval of P2P Nusa Kapital.

3. Exclusivity

- 3.1 During the Term, the Issuer is restricted from undertaking or carrying out any of the following:
 - (a) approach, interact or communicate with any other Peer-to-Peer operators (“**P2P Operator**”) as registered by the Securities Commission under Section 377 of the Capital Markets and Services Act 2007 from time to time, for the prospect of being hosted on their platforms and this is notwithstanding that such other P2P Operator makes the first attempt to communicate or interact with the Issuer; or
 - (b) carry out fundraising exercise for other Projects (as defined below) that are being developed or to be offered by the Issuer (whether or not on its own or with collaboration, partnership or venture with other parties, or whether such collaboration, partnership or venture is informal or formal, incorporated or unincorporated) with any other P2P Operator as registered with the Securities Commission of Malaysia.

- (c) **“Projects”** under this Clause 3.1(b) refers to any of the following:
- (i) any project whether or not it includes the development of a prototype, software, or product;
 - (ii) services being developed / under study, and to be offered to the customers;
 - (iii) idea or method or object,

which may have a combination of tangible and intangible attributes and serves the customers’ needs and wants.

3.2 Subject to Clause 3.1 above, the Issuer shall not without prior written approval of P2P Nusa Kapital:

- (a) source for and commit to any other funding from any parties during the Term; and
- (b) carry out campaigns for another project on another P2P platform registered with the Securities Commission Malaysia or in any other jurisdictions (except for the platforms operating by P2P Nusa Kapital’s group of companies).

3.3 If the Issuer intends to carry out another campaign on a registered equity crowdfunding platform in Malaysia (**“ECF Campaign”**), the Issuer shall first discuss the same with P2P Nusa Kapital and P2P Nusa Kapital shall reserve its right and at its absolute discretion to decline hosting the Issuer’s campaign on its Website, notwithstanding that this Agreement has been entered into and upon P2P Nusa Kapital informing the Issuer of its intention, this Agreement shall terminate automatically.

3.4 If the Issuer carries out an ECF Campaign and terminates this Agreement, P2P Nusa Kapital is entitled to recover the Service Fee from the Issuer and shall remain as debt due and owing to P2P Nusa Kapital until it is paid in full.

3.5 In the event that the Campaign is unsuccessful, the Issuer is restricted for a period of six (6) months from the expiry of the Campaign Period, from accepting any offer from any other P2P Operators in Malaysia in view of being hosted on their platforms.

4. Payment

4.1 In consideration of P2P Nusa Kapital agreeing to host the Campaign on the P2P Platform (subject always to the SOP and regardless of whether it is required by Securities Commission Malaysia or otherwise), the Issuer agrees to pay P2P Nusa Kapital the following fees:

	Fee Type	Rates**	Description
Issuer	Processing Fee	RM300.00	A one-time fee charged upon registration.
	Hosting Fee		

	Service Fee (Wakalah Fee)	3% or RM2,000, whichever higher	Fees charged by the Platform to issuers upon disbursement of successful funds raised.
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The Issuer acknowledges and agrees that the Fee is subject to revision in accordance with P2P Nusa Kapitals' policies and SOP.

5. Investment

5.1 Trust Account

The Issuer acknowledges and agrees that, as required by Securities Commission Malaysia, the funds raised from investor(s) during the Campaign Period ("**Investors' Funds**") shall be held in a trust account established and maintained by P2P Nusa Kapital with a trustee company incorporated under the Trust Companies Act 1949 ("**Trust Account**").

5.2 Release of Investors' Funds for Successful Campaign

5.2.1 The Issuer acknowledges and agrees that in the event of a Successful Campaign, P2P Nusa Kapitals' obligation to release the Investors' Funds (net of the Fee and any other charges, if applicable) to the Issuer is conditional upon and subject to the following being obtained or fulfilled, as the case may be, (collectively called the "**Conditions Precedent**"):

- (i) there being no material adverse change (as determined by P2P Nusa Kapital) in the prospects, product / services, business, operations or financial condition of Issuer and receipt of the letter issued by the Issuer to P2P Nusa Kapital confirming that there is no such material adverse change;
- (ii) P2P Nusa Kapital being satisfied that there is no significant change in the economic, political or investment environment which may affect the proposed investment by the Investor in the Issuer or the financial or trading position or prospects of the Issuer prior to the completion date;
- (iii) where applicable, the completion of the legal, technical, business and financial due diligence exercise by P2P Nusa Kapital on the Issuer, including the implementation by the Issuer (to the satisfaction of P2P Nusa Kapital) of all recommendations in respect thereof from P2P Nusa Kapital, and the results of such exercise being satisfactory to P2P Nusa Kapital;
- (iv) the necessary document, instrument and / or letters are signed by the Issuer to provide for amongst others, the funding, drawdown and payment obligations of such funding to the Investor (including but not limited to the director's guarantee and indemnity);
- (v) payment of the fees referred to clause 4.1; and

- (vi) any other conditions deemed appropriate by P2P Nusa Kapital based on the findings of the due diligence review on the Issuer.

5.2.2 The Conditions Precedent shall be fulfilled within twenty one (21) calendar days after the expiry of the Campaign Period and may be extended at the absolute discretion of P2P Nusa Kapital. P2P Nusa Kapital shall issue a written confirmation to the Issuer within five (5) calendar days upon fulfilment of the Conditions Precedent (“**Completion of Conditions Precedent**”).

5.3 Refund of Investors’ Funds for Unsuccessful Campaign

5.3.1 The Issuer further acknowledges and agrees that in the event that the Campaign is unsuccessful, P2P Nusa Kapital shall be entitled to make a refund from the Investors’ Funds to each Investor who has participated in the Campaign. In the amount equivalent to the monies invested by the respective investor in the Campaign.

5.4 Rescission

5.4.1 If on or before the completion date:

- (a) any of the documents required to be delivered to P2P Nusa Kapital are not forthcoming for any reason;
- (b) any information, data and/or documents provided to P2P Nusa Kapital is found to be untrue, inaccurate, false or misleading or from which there is an omission, such that if such omission was made known to P2P Nusa Kapital, P2P Nusa Kapital would not have agreed to host the Issuer on the P2P Platform and entered into this Agreement;
- (c) the Issuer breach any of the Warranties or any provisions of this Agreement;
- (d) any of the Warranties given by the Issuer in this Agreement is found to be untrue, accurate, false or misleading;
- (e) if the Issuer has bank borrowings or facilities made available by the financial institutions or other financing company as registered under the Malaysian laws, the Issuer defaulting in its repayment obligations of such bank borrowing or failing to service the facilities, or such bank borrowing or facilities are terminated or recalled for any reason whatsoever;
- (f) any Public Authority shall commence any litigation, arbitration or prosecution proceedings against the Issuer; or
- (g) occurrence of any material adverse change in the prospects, business, operations or financial condition of the Company or a Target Company involving an amount which exceeds RM100,000 shall occur;

then, P2P Nusa Kapital shall be entitled, at its absolute and final discretion, to elect any of the following:

- (i) to fix a new day for completion (not being more than fourteen (14) calendar days after the original Completion Date), in which case the foregoing provisions of this Clause shall apply to completion as so deferred; or
- (ii) to rescind this Agreement without liability on its part, in which event the Issuer shall pay to P2P Nusa Kapital the costs and expenses agreed to be borne by the Issuer pursuant to Clause 11 which amount shall be paid within fifteen (15) Business Days after the notice of rescission from P2P Nusa Kapital, and thereafter, this Agreement shall terminate and be null and void and of no further effect whatsoever and none of the Parties shall have any claims against the other hereunder for costs, damages, compensation or otherwise, save in respect of any antecedent breach of the terms herein.

6. Representations, Warranties and Undertakings

- 6.1 The Issuer undertakes to provide P2P Nusa Kapital and its officers, advisor, agents and / or third-party service providers with all the necessary and relevant information, documents, records and materials in relation to the Issuer and its business, projects, operation and finance ("**Disclosure Documents**").
- 6.2 The Issuer warrants and irrevocably undertakes with P2P Nusa Kapital:
 - (a) that by virtue of entering into this Agreement, the Issuer will not be in breach of any express or implied terms of any contract with or of any other obligation to any third party binding upon the Issuer;
 - (b) that the Issuer and the Directors have not committed and are not in breach of any of the laws of Malaysia or any such other jurisdiction in relation to the affairs of the company and having an adverse effect on the affairs of the company;
 - (c) that the Issuer has full legal right, power and authority to execute, deliver and perform its obligations under this Agreement and all such other documents and instruments as specified or referred to in this Agreement;
 - (d) that P2P Nusa Kapital is entitled to conduct fundraising campaigns for (i) any other clients who may be conducting similar or competing businesses; or (ii) suppliers or customers of the Issuer, without having to obtain consent from the Issuer; and
 - (e) that there is no provision in the Memorandum and Articles that has been or would be contravened by the execution and delivery of this Agreement.
- 6.3 Where the Campaign is successful, the Issuer warrants that the Investors' Funds shall be utilized by the Company exclusively and in accordance with the use of proceeds hosted on the website.
- 6.4 The Issuer confirms that P2P Nusa Kapitals' agreement to enter into this Agreement is made on the basis of and in reliance on the following:

- (a) the truth and correctness of the representations, warranties and undertakings set out in Clause 6.1 and Clause 6.2; and
- (b) the Disclosure Documents provided to P2P Nusa Kapital are true and accurate as if given afresh immediately before the Successful Campaign.

7. Confidentiality

7.1 Save as otherwise required by any written law, the Issuer agrees and undertakes that it will observe the following:

- (a) strictly keep and maintain confidentiality on all Confidential Information (as defined below);
- (b) not disclose or cause to be disclosed any Confidential Information to any third party without P2P Nusa Kapitals' prior written consent; and
- (c) where applicable, not make copies of documents or other materials containing the Confidential Information without P2P Nusa Kapitals' prior written consent, and only to the minimum extent necessary for its performance hereunder.

7.2 Notwithstanding the provision in Clause 7.1, P2P Nusa Kapital acknowledges and agrees that the Issuer may disclose any Confidential Information to its employees, for the sole purpose of performing its obligations hereunder and the Issuer shall ensure and procure that its employees are made aware of the confidentiality obligations of the Issuer under this Agreement and comply to such obligations.

7.3 The Issuer is aware that P2P Nusa Kapital is entitled to disclose the Issuer's personal data to the parties set out in the Personal Data Protection Notice.

7.4 In the event of any unauthorized disclosure or use of any Confidential Information occurring through a disclosure made to the Issuer, the Issuer shall use all reasonable endeavors to assist P2P Nusa Kapital in recovering and preventing the use, dissemination or other disposal of such Confidential Information.

7.5 Except to the extent such information is public knowledge by way of hosting the Campaign on the P2P Platform or becomes public knowledge other than by breach of this Agreement, "**Confidential Information**" of P2P Nusa Kapital shall mean for the purposes of this Agreement:-

- (a) information in relation to P2P Nusa Kapital or any of its affairs, business or systems or methods of operating the P2P Platform including, without limitation, the systems, information relating to its services, methods, systems, strategies or technical operations;
- (b) information confidential or secret or proprietary to P2P Nusa Kapital or which otherwise gives P2P Nusa Kapital an advantage over its competitors;
- (c) information otherwise designated as confidential or secret by P2P Nusa Kapital;

- (d) the terms and conditions of this Agreement, the relationship between the Parties, and any negotiations or discussion between the Parties;
 - (e) trade secrets; and
 - (f) information imparted in confidence by P2P Nusa Kapital to the Issuer regardless of whether such information is relevant in the performance of the obligations of the Parties under this Agreement.
- 7.6 Without limiting the foregoing, “**Confidential Information**” shall include but is not limited to statistics, data, manuals, flow charts, drafts and diagrams in all forms of storage or representation including, but not limited to documents, loose notes, diaries, memoranda, drawing, photographs, electronic storage and computer printouts.
- 7.7 The Issuer acknowledges that the value of the Confidential Information and the Issuer’s undertaking contained in this Clause is such that an award of damages or an account of profits may not adequately compensate P2P Nusa Kapital in the event of a breach of this Agreement by the Issuer. The Issuer acknowledges that without in any way compromising P2P Nusa Kapitals’ right to seek damages or any other form of relief in the event of a breach of this Agreement, P2P Nusa Kapital may seek and obtain an ex-parte interlocutory and final injunction to prohibit or restrain the Issuer or its employees, agents or sub-contractors from any breach or threatened breach of this Agreement.
- 7.8 With respect to personal data that you provide to us, you confirm that processing such data in accordance with this contract will not cause us to breach any applicable data protection legislation. (i.e Personal Data Protection Act 2010) Where we provide you with personal data, you agree to keep it confidential and in accordance with any applicable data protection legislation. You agree that we may process and transfer your personal data to our other firms/ company or related company (who may be located in other territories) for the purposes of (i) providing the services, (ii) maintaining our operations or client relationship management systems, (iii) quality and risk management reviews, or (iv) providing you with information about us and our range of services.
- 7.9 This Clause shall survive termination of this Agreement.

8. Indemnity

- 8.1 The Issuer agrees to indemnify and release our directors, employees, agents, consultants, trustee, service providers and any other third parties dealing with us from any claims, liabilities, costs and expenses relating to our services. You also understand that we cannot be responsible for any losses suffered by any third party who may have accessed the Platform.
- 8.2 If the Issuer or any other parties that we may deal with in the course of our business withheld or conceal any information or document that would result in our business being adversely affected resulting from such concealment or you suffering from losses in your investment, we shall not be liable to you and we shall not be sued in any court of law or be subject to any civil, criminal or disciplinary proceedings.

- 8.3 Notwithstanding clause 8.2, in relation to any legal proceedings against our firm/company, you, being the Company and the Directors shall undertake to personally indemnify and shall keep us indemnified against all costs and expenses (on a solicitor- client basis) for appointing a firm of solicitors of our and/or our firm/company's choice to defend us and/or our firm/company at your own cost and expense you, being the Company and the Directors shall further undertake to be made personal liable for our losses and/or damages suffered pertaining thereto.

9. Limitation of Liability

- 9.1 The Issuer hereby agrees that to the fullest extent permitted by law, P2P Nusa Kapital shall not be liable for any breaches of the Issuer under this Agreement upon the completion under the terms of this Agreement.
- 9.2 The Issuer further acknowledges and agrees that the Issuer will be personally liable to the Investors upon the completion of the Campaign under the terms of this Agreement, and this is notwithstanding that P2P Nusa Kapital is appointed as the representative or agent of the Investors to recover the funding amount .
- 9.3 You are liable to us and hereby agree to indemnify us and any of our directors, employees, agents, consultants, trustee, service providers and any other third parties dealing with us, against any and all claims, losses, expenses or liabilities and damages suffered arising out of or in connection with your non-compliance, fraud, dishonesty, inaccuracy of information provided or misrepresentation of the legal capacity and such other matters as requested to be disclosed to us.

10. Termination of Agreement

10.1 Events of Default

If the Issuer:

- (a) commits any breach of its obligations under this Agreement or if such breach is remediable, fails to remedy such breach within three (3) Business Days from the service of a written notice by P2P Nusa Kapital complaining of such breach;
- (b) provides any misleading, inaccurate, or false statement, information, data and/or documents or from which there is an omission which would affect P2P Nusa Kapital assessment of the suitability of the Issuer to be hosted on the P2P Platform;
- (c) becomes insolvent or unable to pay its debts (if applicable); or
- (d) goes into liquidation or is wound up either compulsorily or voluntarily (except in the case of a voluntary liquidation for the purpose of reconstruction or amalgamation),

then and in any such event, P2P Nusa Kapital shall be entitled to terminate this Agreement by written notice to the Issuer and the termination is effective from the date of such written notice.

10.2 Termination of this Agreement shall be without prejudice to the rights of P2P Nusa Kapital against the Issuer for breaches immediately prior to such termination.

11. General Terms

11.1 No partnership etc.

Nothing contained in this Agreement shall constitute or be deemed to constitute or create any association, partnership, joint venture, or the relationship of principal and agent or master and servant, or employer and employee between the Parties hereto or any of their related corporations, affiliates, officers, employees, agents or sub-contractors, or to provide the Issuer with the right, power or authority, whether express or implied, to bind or commit P2P Nusa Kapital or create any duty or obligation on behalf of P2P Nusa Kapital.

11.2 Prior agreements

This Agreement sets out the entire agreement and understanding of the Parties in respect of the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements, if any, made between the Parties in respect of the subject matter herein.

11.3 Accrued rights

The expiration or termination of this Agreement however arising shall not operate to affect such of the provisions of this Agreement as are expressed to operate or have effect after then and shall be without prejudice to any accrued rights or remedies of the Parties.

11.4 Governing law

The laws of Malaysia shall govern the validity construction and performance of this Agreement.

11.5 Acceptance of jurisdiction

All disputes claims or proceedings between the Parties relating to the validity construction or performance of this Agreement shall be subject to the non-exclusive jurisdiction of the courts of Malaysia to which the Parties irrevocably submit.

11.6 Notices

(a) Any notice from the Issuer must be in writing and must be given by delivery at or by sending by post or other faster postal service or telex or facsimile transmission. Where notice is given by sending in a prescribed manner it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was dispatched. A notice shall have effect as soon as the actual or deemed receipt of the notice by the addressee.

(b) Any notice to be given by P2P Nusa Kapital to the Issuer shall be in writing and must be given by delivery at or by sending by post or other faster postal

service or telex, facsimile transmission, email or other means of telecommunication in permanent written form. Where notices is given by sending in a prescribed manner it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was dispatched. A notice shall have effect as soon as the actual or deemed receipt of the notice by the addressee.

The addresses, telephone facsimile numbers of P2P Nusa Kapital and the Issuer are set out in the **Schedule**.

11.7 Severability

- (a) If one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality or enforceability of the remaining provisions contained herein shall not be affected or impaired in any way.
- (b) Each Party shall, in any such event, execute such additional documents as the other party may reasonably request in order to give valid, legal and enforceable effect to any provision which is determined to be invalid, illegal or unenforceable.
- (c) If any provision shall be void, illegal or unenforceable but would be valid and enforceable if read down, then that provision shall be read down to the extent necessary to render the provision valid and enforceable.

11.8 Priority of Agreements

In the event of any inconsistency between the provisions of this Agreement and the SOP, the Terms & Conditions, Privacy Notice, Warning Statement, Investors' Agreement and Disclosure Statement as appearing on the website ("**Operating Documents**"), the (relevant part) of the Operating Documents shall take priority and prevail over provisions of this Agreement.

11.9 Authentication

No amendment, variation, revocation, cancellation, substitution or waiver of or addition or supplement to any of the provisions of this Agreement shall be effective unless it is in writing and signed by all Parties.

11.10 Time of Essence

Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties, but as regards any time, date or period originally fixed and not extended or any time, date or period so extended as previously mentioned time is of the essence and shall be strictly adhered to and complied with.

11.11 Signing in Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which when so signed and delivered, shall be deemed to an original and all of which shall constitute one (1) and the same

instrument.

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Schedule – Service Of Notice

P2P Nusa Kapital

Addressed to : **P2P NUSA KAPITAL SDN. BHD.**
Address : 218, Level 5, Klang Midvalley Complex,
Jalan Pasar, 41400 Klang,
Selangor, Malaysia.

Telephone : ***
Fax : ***
Attention :

The Issuer:[*]**

Addressed to : [name of Issuer***]
Address : [***]
Telephone : [***]
Fax : [***]
E-mail : [***]
Attention : [***]

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement on the date first appearing.

The Company

Signed for and on behalf of)
P2P Nusa Kapital SDN.)
BHD. in the presence of:)

Witness
Name:
NRIC No:

Name:
NRIC No:
Designation:

The Issuer

The common seal of)
[INSERT NAME])
(Company No. ****) is hereunto affixed)
In accordance with its Memorandum)
And Articles of Association in the)
presence of:)

Director/Secretary
Name:
NRIC No:

Director
Name:
NRIC No:

Signed by **[INSERT NAME]**)
(NRIC No : ***) in the presence of:)
)
)
)
)
)
)
)

Witness
Name :
NRIC :

Signatory

