

SHARIAH COMPLIANT ISSUER AGREEMENT

This ISSUER AGREEMENT ("**Agreement**") is made between:

COMMUNITY P2P SDN. BHD. (Company No. 201601021760 (1192699-V)) a company incorporated in Malaysia with its registered address at Suite 12.02, Level 12, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia ("**Community P2P**" or "**CP2P**" or "**the Company**" or "**our**" or "**we**" or "**us**").

AND

You, the user of the Platform (as defined below), who intends to raise funds by way of issuance of an Islamic Investment Note to Investors through the Platform, and who holds an issuer account with us ("**the Issuer**" or "**you**").

(Community P2P and the Issuer are hereinafter collectively referred to as "**Parties**" and "**Party**" refer to any one (1) of them, as the required.)

WHEREAS:

- (a) CP2P is a recognized market operator ("**RMO**") for Peer-to-Peer ("**P2P**") financing, as authorised under Section 34 of the Capital Markets and Service Act 2007 ("**CMSA**") and operates the online P2P Platform ("**CP2P Platform**" or "**Platform**").
- (b) The Issuer has submitted the application to obtain funds through CP2P Platform and CP2P has approved with its application subject to the terms and conditions set out herein.
- (c) Access to and use of the contents and services available on the Platform shall be regulated by this Agreement. Unless stated otherwise, any updates, enhancements, modifications, or additions to any Service will also be governed by this Agreement.
- (d) The Issuer's electronic acceptance, acknowledgment of this Agreement, or beginning to use the Platform signifies the Issuer's agreement to be bound by the Terms and Conditions outlined in this Agreement. This Agreement will take effect when the Issuer registers and/or logs into the Platform.

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless the context otherwise requires or unless it is otherwise expressly provided the following expressions shall have the meaning respectively assigned to them hereunder.

Agreement	:	means the Agreement entered into between CP2P and the Issuer and shall include any amendment, variation and/or supplementary made from time to time;
Agent (<i>Wakil</i>)	:	means CP2P and shall include director, officer, agent, employee or affiliate of CP2P;
Business Day	:	means a day (other than Saturday, Sunday and public holiday) on which CP2P is generally open for business;
Campaign Period	:	means a period up to thirty (30) calendar days as set out in the Islamic Investment Note campaign or such other extended period as may from time

		to time be notified on CP2P Platform;
Commodity(-ies)	:	means any Shariah-compliant commodity which shall be traded on the chosen Commodity Broker's platform and may include such other commodity as may be mutually agreed upon from time to time by the Parties;
Commodity Broker(s)	:	means the commodity(-ies) broker(s) (commodity(-ies) buyer and seller) as determined by CP2P;
Commodity Sale Price	:	means the amount as stated in the Letter of Offer, payable by the Issuer to the Investor(s) according to the agreed instalments schedule as the sale price for the Commodity, which shall comprise of: (a) the Investor's Commodity Purchase Price; and (b) the Profit rate;
Commodity Purchase Price	:	means the purchase price payable by the Investors for the purchase of the Commodity from the Commodity Broker(s)/supplier which in aggregate shall not exceed the limit of the facility as approved under the Letter of Offer;
Event of Default	:	means any of the events stated in Clause 10.2 or any event which, with the lapse of time and/or the giving of notice and/or a determination being made under the relevant paragraph would constitute an event of default;
Force Majeure Event	:	means any of the events set out in Clause 22;
Funding Amount	:	means the funding amount requested by the Issuer as approved and specified in the Letter of Offer (or any supplementary Letter of Offer, if applicable);
Guidelines	:	means the Guidelines on Recognized Markets which relating to the Peer-to-Peer Financing Platform issued by SC, as may be revised by SC from time to time;
Islamic Investment Note or Note	:	means the Investment Note issued by the Issuer in consideration of the Principal Subscription Amount paid by the Investor(s), which specifically should be invested by way of Commodity Murabahah in Shariah Compliant Business and include the salient features in this Agreement and the Standard Terms and Conditions to Islamic Investment Note annexed herewith (Schedules 1 & 4), as from time to time amended, varied and/or supplemented;
Islamic Investment Note Campaign or Campaign	:	means the interpretation of the relevant terms in the Letter of Offer, which has been duly accepted by the Issuer, as published on the Platform by the CP2P. This includes information about the Issuer, the purpose of the funding; and any other salient terms and conditions as determined by CP2P;
Islamic Investment Note Tenor	:	means the tenor as set out in the Islamic Investment Note;
Islamic Trust Account	:	means the account opened and/or managed and maintained by Trustee with Islamic financial institution(s) for CP2P and in the name of Trustee in which the P2P funds are held. This trust account must be Shariah-compliant and shall not charge any interest for that purpose (non-interest-bearing account);

Investor	:	means a person or entity who is registered as an Investor with CP2P and intends to make an Offer and/or has subscribed to the Issue Request issued by the Issuer through the Platform;
Issuer	:	means a corporate borrower/client who is registered as an Issuer with CP2P and intends to host and/or has published an Issue Request through CP2P Platform;
Issue Request	:	means the funding request application with completed forms and information, which has been submitted by the Issuer through CP2P Platform;
Letter of Offer	:	means the letter of offer issued by CP2P to the Issuer for the Islamic Investment Note Campaign and includes any other supplementary letter of offer for any amendments, modifications and variations;
Material Adverse Change	:	means a material adverse change in the Issuer's condition (financial or otherwise), which is likely to have a Material Adverse Effect;
Material Adverse Effect	:	means a material adverse effect on any of the following:- (a) the business or financial condition or operations or properties of the Issuer; (b) the prospects of the Issuer in relation to its payment ability; (c) the ability of Issuer to perform its obligations under the Letter of Offer, Islamic Investment Note, this Agreement, the Security Documents and any of the related documents; and (d) the validity or enforceability of the relevant documents or the rights or remedies of CP2P under any of the documents.
Maturity Date	:	means the date on which the Islamic Investment Note will be due and payable;
Minimum Principal Amount Target	:	means at least 80% of the Funding Amount approved for the Islamic Investment Note Campaign; or to the extent permitted under the Guidelines, such other percentage as may from time to time be prescribed by CP2P;
Murabahah	:	means the contract of sale, for the purchase of commodity between the Issuer and the Investor. This shall also include any further transactions between the Issuer and other parties such as a Commodity Broker(s) for the sale of the commodity;
Platform	:	means an electronic platform being owned and operated by CP2P to facilitate directly or indirectly the application, issuance, execution or offering of fund raising and/or Investment;
Privacy Notice	:	refer to the Personal Data Protection Act 2010, as may from time to time amended, varied and supplemented;
Principal Subscription Amount	:	means the principal amount payable or paid by the Investors as set out in the Islamic Investment Note;
Profit	:	means the rate of amount payable by the Issuer to the Investor pursuant to the terms of the Islamic Investment Note;
RM	:	means Ringgit Malaysia, the lawful currency of Malaysia;

SC	:	means Securities Commission Malaysia or Suruhanjaya Sekuriti Malaysia;
Security	:	means any security given by the Issuer to secure all monies payable to the Investors of the terms to this Agreement and/or Islamic Investment Note, which may include but shall not be limited to any guarantee, debenture, pledge, assignment, and/or charge provided by the security parties;
Secondary Market	:	means the platform feature operated by CP2P to facilitate the sell and purchase of subscribed investment notes by investors or third party;
Services	:	means the services rendered by CP2P on hosting the Platform;
Service Provider	:	means any organisation or entity engaged or collaborating with CP2P in the provision of services as determined by CP2P from time to time;
Shariah Adviser	:	means a person or an entity recognized by the regulatory bodies;
Shariah Compliant Business	:	means businesses abiding to the principles, ruling and parameters in Islamic law as determined and/or ascertained and/or stated, as the case may be, by:- (i) the Shariah Advisory Council of SC; (ii) the parties' respective Shariah Committee/Supervisory Board and whether such Shariah principles are determined and/or ascertained and/or stated in the form of any regulations, guidelines, ruling and other such form as the case may be; and in the event of conflict between (i) and (ii) above, the Shariah principles as determined and/or ascertained and/or stated by the Shariah Advisory Council of SC shall prevail. Also referring to the set of guidelines provided in Schedule 4;
Subscription Offer	:	means an offer submitted by an Investor over the Platform in response to the Islamic Investment Note Campaign that the Investor wishes to subscribe for;
Tawarruq	:	means an arrangement of two independent sales and purchase contracts involving the sale and purchase of commodities between the Issuer, the Investor and the Commodity Broker(s). Also referred to as Commodity Murabahah;
Terms of Use	:	means the terms of use available on the Platform as from time to time amended, varied and supplemented by CP2P at its absolute discretion;
Trustee	:	means a corporation registered under the Trust Companies Act 1949 and duly appointed by CP2P to operate the Islamic Trust Accounts.

1.2 INTERPRETATION

- (a) The headings and sub-headings in this Agreement are inserted for convenience only and shall not be construed as essential parts of this Agreement.

- (b) Words importing the singular number include the plural and vice versa.
- (c) Words importing the masculine gender include the feminine and neuter gender.
- (d) The words “hereof”, “herein”, hereinafter” and “hereunder”, and words of similar import, when used in this Agreement, shall where the context requires or allows, refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (e) Reference herein to Articles and Sections are references to Articles and Sections in this Agreement unless otherwise specified.
- (f) All reference to statutes and the rules made thereunder includes all amendments which may be enacted from time to time.
- (g) Any reference to an agreement, contract or document includes any amendments or variations thereto from time to time and any other instrument executed supplemental thereto or in substitution thereof.
- (h) Any liberty or power or discretion which may be exercised or any determination which may be made hereunder by CP2P may be exercised or made in CP2P’s absolute and unfettered discretion and CP2P shall not be under any obligation to give any reason thereof.

2. OUR ROLE, SERVICES AND LIABILITIES

2.1 We are a registered and recognized market operator that manages the Platform for P2P financing. Our Platform provides and facilitates the following Services:

- (i) Our primary role is to operate the Platform, which serves as a conduit to connect prospective issuers and investors. The Issuers are seeking funding through the Islamic Investment Note Campaign hosted on the Platform and the Investors are seeking to invest funds by subscribing for the relevant Islamic Investment Note Campaigns hosted on the Platform. Upon successful matching of the relevant Islamic Investment Note Campaign, the Islamic Investment Note is issued by the relevant Issuers to the relevant Investors.
- (ii) We will assign a risk scoring grade to your Fund Raising Application by our appointed Service Providers and the risk scoring grade will be determined based on various factors, including the information in your application and credit reports obtained from credit reference agencies. It is your sole responsibility to ensure that all information provided is complete, accurate, and not misleading. As such, we accept no responsibility or liability for the accuracy of the information you provide to prospective investors or for the risk scoring grades. You agree to notify us immediately if any information we publish about you is untrue, inaccurate, or misleading in any material way.
- (iii) The risk scoring grade provided is intended for information and reference only. Investors are responsible for forming their own opinion on your creditworthiness as an Issuer and should conduct their own research, analysis, and assessment. Where appropriate, they may also seek independent financial advice.
- (iv) We accept no responsibility and disclaim all liability for any information about you made available to prospective investors on the Platform (including your risk scoring grade) and for any consequential loss or damage you may incur as a result of such information being accessible on the Platform.
- (v) We provide a streamlined process for entering into the Agreement and coordinate the payment and collection of amounts due under those Agreements. This may include limited actions in the event of an Issuer's or guarantor's default, as outlined in this Agreement, and may involve coordination with third parties or agents.

- (vi) We will enforce the rights of the Investors under the Islamic Investment Note, the Security Documents and such other relevant documents. This includes facilitating the Investor voting and implementing changes based on the resolutions passed by the Investors.
 - (vii) We will prepare, maintain and keep an updated register containing all details of the Issuers and Investors associated with each Islamic Investment Note, and this register shall be considered conclusive.
 - (viii) Any other services that we may determine and notify to you from time to time.
- 2.2 You acknowledge and agree that we are acting solely as an intermediary between the Issuers and the Investors. You also understand that the Islamic Investment Note will be considered a binding agreement between you and the Investors. We are not a party to the Islamic Investment Note and disclaim any liability arising from or related to the terms of this Agreement and/or the Islamic Investment Note.
- 2.3 You irrevocably and unconditionally consent to us, and any third parties appointed by us that:
- (i) to process your information, perform credit and/or assessments on each Issue Request you submit, assist in determining the funding amount and Profit rate for each Islamic Investment Note;
 - (ii) to make or facilitate inquiries into the business and financial performance of the Issuer, as well as the key individuals associated with the Issuer; and
 - (iii) to release your credit rating and/or information to us for the purpose of assessing the Issue Request, hosting the Islamic Investment Note Campaign on the Platform, issuing the Islamic Investment Note, providing Services to you, fulfilling our obligations under this Agreement and/or the Islamic Investment Note, and for any other related matters.

2A. DUTIES OF AGENT (WAKIL) UNDER COMMODITY MURABAHAH

- 2A.1 Under Commodity Murabahah transaction, the Agent (*Wakil*) shall be authorized from time to time to:-
- (i) act as an Agent (*Wakil*) on behalf of the Issuer, to issue a purchase request to the Investor confirming its desire to purchase Commodity from the Investor at a Commodity Sale Price;
 - (ii) act as an Agent (*Wakil*) on behalf of the Investor to purchase Commodity from Commodity Trader at the Commodity Purchase Price and take beneficial ownership of the Commodity;
 - (iii) act as an Agent (*Wakil*) to Investor to sell the Commodity to Issuer at Commodity Sale Price for spot delivery and deferred payment as per the purchase request.
 - (iv) act as an Agent (*Wakil*) to Issuer to purchase Commodity from the Investor at the Commodity Sale Price and take beneficial ownership of the Commodity.
 - (v) act as Agent (*Wakil*) to Issuer to sell the Commodity to Commodity Broker(s) at Commodity Purchase Price for payment on spot basis.
- 2A.2 Each Party hereby unconditionally and irrevocably undertakes to indemnify the other Party and keep the other Party harmless from and against all and any actions, proceedings, claims, liabilities, losses, costs and expenses (including, without limitation, all costs and expenses incurred in disputing or defending any of the foregoing on a full indemnity basis, but other than those resulting from any fraud, wilful default or gross negligence of the other Party), which may be made or brought against the other Party or which the other Party may suffer or incur as a result of or in connection with the exercise or purported exercise by the other Party of the authorities, discretions and power granted by this Agreement.

3. REGISTRATION WITH THE PLATFORM

3.1 To become a registered member of the Platform, you must register on or through the Platform, or such other means determined by us, to open and operate an account with the Platform and to utilise the Services available for the Issuer.

3.2 In order to join as an Issuer of the Platform, you are required to:

- (i) accept the terms of Use of the Platform;
- (ii) accept the Issuer's Terms and Conditions; and
- (iii) satisfactorily complete the information required by us from time to time.

3.3 Eligible Issuer

You are eligible to register and open an Issuer account with the Platform if you meet the following eligibility criteria or additional criteria as may be notified through the Platform or specifically to you and provide us with the documents and information set out hereinunder from time to time:

- (i) you must be a legally established business currently operating by way of private company, unlisted public company or listed public company, and incorporated in Malaysia and/or registered with Companies Commission of Malaysia or Registrar of Business;
- (ii) you shall provide the relevant business plan, nature of business and information related to the purpose of fund raising;
- (iii) you shall furnish your audited financial statements, bank statements or such equivalent documents;
- (iv) you shall provide permanent address in Malaysia, contact number, email address, details of bank account opened in the name of you with a Malaysia licensed financial institution;
- (v) you, your directors, members, partners and/or other aspects of your business must meet the minimum credit and fraud risk criteria required;
- (vi) you shall not have any outstanding court judgements, winding up orders or judicial management orders entered against you and shall not have any outstanding winding up applications or judicial management orders filed against you
- (vii) you shall ensure your business is shariah-compliant; and
- (viii) such other conditions as may be specified by us from time to time.

Notwithstanding the above, the eligibility criteria outlined are not exhaustive. We reserve our right, at our sole and absolute discretion, to modify these criteria from time to time and/or reject any application to become an Issuer on the Platform, with or without any reason to be assigned whatsoever.

4. REGISTRATION PROCESS

4.1 Online Registration

- (a) To obtain access to the restricted section of P2P Platform and our Services, you are required to register an account with the Platform by completing online registration form and provide all the information and documents required.
- (b) For the initial sign-up process, you must provide a valid email address, username, and strong password together with the basic information of you. These credentials are exclusively for you and cannot be transferred. You are responsible for keeping the email address, username, and password confidential and secure at all times.
- (c) Once you have submitted the aforesaid information, you will receive an activation code / email validation to continue complete the information required.
- (d) You will be deemed to warrant, represent and undertake to us that the information you provide during the registration process is accurate, current and complete.

4.2 Authenticate Identity

- (a) During the registration process, we will conduct identity verification procedures. This may include "know-your-customer" (KYC) checks or other similar checks under all applicable laws and regulations, which involve verifying the identity of your business, key management personnel, individuals or guarantors associated with your business, and those authorised to act on your behalf.
- (b) By applying for registration, you agree and authorize us to conduct searches on you and any relevant parties. You confirm that you have obtained consent from any individuals whose personal data may be provided to us or identified from your personal data for the purposes stated herein.
- (c) You will not be registered as a user of the Platform unless CP2P at its sole discretion, is satisfied with the provided identification and other documents. Failure to provide such documents as requested by us may result in your application for registration being rejected.
- (d) Notwithstanding the above, please note that an application to register may be rejected in our sole and absolute discretion without assigning any reason thereto.

4.3 Username and Password

- (a) You will need to enter your email address and password, and/or such other identification measures required by us to enable you to access the Platform.
- (b) You shall keep your log-in details confidential and secure at all times. You are responsible for all information and activities on the Platform conducted by any person using your username and password, regardless the person is authorised by you. You must notify us immediately of any security breach, loss, theft, or unauthorized use of your username, password, or security information.
- (c) Save and except in the event of fraud on our part, you agree that we are not responsible for any damages or losses resulting from security breaches, whether caused by your failure or by any person accessing your account, related to the confidentiality of your username, password, and security information.
- (d) You irrevocably and unconditionally agree not to adapt or circumvent the systems in place in connection with the Platform, nor access the Platform other than through normal use of it.
- (e) We reserve the right to terminate, suspend, or restrict you to access to the Platform and to stop acting if we suspect, at our sole discretion, that the person logged into your account is not you or an

authorized representative, or if we believe the account may be used for illegal, fraudulent, or unauthorized purposes.

5. LAUNCHING AN ISLAMIC INVESTMENT NOTE CAMPAIGN

- 5.1 Once successful registration on the Platform, the Issuer will be able to submit Issue Request to obtain funding from prospective Investors through the Islamic Investment Note Campaign hosted on the Platform.
- 5.2 By using the services provided by the Platform, you hereby acknowledge that you have read, understood and agreed to be bound by the Terms and Conditions, this Agreement and Privacy Notice.
- 5.3 You hereby confirm that you are the appointed and authorised person and have the consent and authority to enter into this Issuer Agreement on behalf of the company.
- 5.4 You warrant that all information submitted to the Platform shall be true and correct and shall not have any material non-disclosure that would result in the information being submitted by you is misleading.
- 5.5 You agree to permit CP2P to have full disclosure of the information collected from you, whether from the Platform or from other means, to the Investor and any other third parties as we may decide in our discretion in connection with the Services, Platform, this Agreement or to comply with any regulatory requirement or directive, or for marketing or promotional purposes.
- 5.6 You shall declare that you must not be hosted Issue Request concurrently for the same purposes on multiple peer-to-peer platform.
- 5.7 Upon receiving the required information and documents and completing our verification, we will notify you that you may submit an Issue Request by filling out the prescribed financing application form and providing any additional documents we may require. Each Issue Request should include such details as shall be specified in the form for the Issue Requests including but not limited to:
 - (i) the Note type;
 - (ii) the aggregate funding amount required which subject to a minimum of RM5,000,000.00 for each Issue Request;
 - (iii) the payment tenor;
 - (iv) the prescribed Profit rate;
 - (v) the repayment method opting for (equal monthly instalment or Profit only);
 - (vi) the funding purpose and business plan;
 - (vii) details of your business nature which is shariah-compliant, financial performance;
 - (viii) details of the securities and/or guarantee (if applicable); and
 - (ix) such other information or documents as may be notified through the Platform or specifically to you.
- 5.8 We may, but are not obligated to, conduct a product suitability assessment on your Islamic Investment Note. This assessment may consider various factors, at our sole discretion, including your track record over the past years, profitability, and credit rating, where applicable.

- 5.9 You are fully responsible for providing us with the complete, correct, and accurate information and documents we request for, failing which, we will be unable to process or approve your Issue Request.
- 5.10 For the avoidance of doubt, the following entities are prohibited to raise funds through the Platform:
- (i) company with no specific business plan or your business plan is to merge or acquire an unidentified entity;
 - (ii) company propose to use the funds raised to provide financings or make investment in other entities; and
 - (iii) any other type of entity that is specified by the Securities Commission (SC) from time to time.
- 5.11 We have no obligation to approve or fulfil your Issue Request submitted through the Platform. Each Issue Request is subject to the verification and checking process conducted internally by CP2P and our appointed Services Provider, which includes but not limited to credit checks on the Issuer personnel and related parties, business operation compliance, fraud and credit risk and any other criteria as we may require. You are required to provide all the information requested in connection with the use of the Platform, our Service, the Issue Request, the Islamic Investment Note and/or this Agreement.
- 5.12 By submitting an Issue Request, you irrevocable agree and authorise us to publish a risk score for your Islamic Investment Note Campaign, as determined by us at our sole discretion. This risk score and credit rating will not be considered an endorsement or recommendation of your Islamic Investment Note Campaign and you agree not to make any such representation. You also acknowledge that we have the sole and absolute discretion to approve or reject the Issue Request without providing any reason. Any decision made by us shall be final.
- 5.13 We will issue Letter of Offer on the approved Issue Request for the hosting of Islamic Investment Note Campaign with the following conditions and any other conditions as determined by us at our sole discretion:
- (i) the aggregate funding amount approved to be sought from the Investors;
 - (ii) the payment tenor;
 - (iii) the prescribed Profit rate;
 - (iv) the repayment method (equal monthly instalment or Profit only);
 - (v) the instalment and payment schedule;
 - (vi) fees and charges incurred on each scenario during the payment tenor (e.g. Ta'widh (late payment), prepayment or early settlement); and
 - (vii) the securities and/or guarantee to secure payment under this Agreement and the Islamic Investment Note (if applicable).
- 5.14 You are given 15 days to signify your acceptance of the Letter of Offer and the Terms and Conditions stated thereto. Failing which unless extended at CP2P sole discretion, the Letter of Offer will lapse. Upon your acceptance of the Letter of Offer, you shall be deemed to irrevocably and unconditionally agree for us to create, launch and publish your Islamic Investment Note Campaign on the Platform for the prospective Investors to view and subscribe.

- 5.15 In the event no acceptance of the Letter of Offer within the availability period, the Offer shall be revoked and you may need to make fees and charges payment incurred by us and/or our Service Providers for the processing of your Issue Request.
- 5.16 The prospective Investors may make Subscription Offer within the Campaign period on a first come first served basis. The successful submitted Offer will be available for acceptance by the Issuer.
- 5.17 The Islamic Investment Note Campaign Result
- (i) Successful Campaign
Upon the Minimum Principal Amount Target is achieved during the Campaign period, the Campaign is considered as provisionally accepted and successfully matched.
- On the allocation of Subscription Offer for the Campaign, the Issuer authorised us to rank, select and accept on behalf of the Issuer in the manner of earliest Subscription Offer submitted.
- The Issuer is not allowed to keep the Subscription Offer exceeds the funding amount requested through the Campaign. The oversubscription offer will refund to the Investors accordingly.
- (ii) Unsuccessful Campaign
- If the Campaign failed to meet the Minimum Principal Amount Target at the end period, the Campaign is deemed unsuccessful and you will not receive any fund raised during the Campaign, and the Campaign will remove from the Platform.
- 5.18 Upon successfully matched of the Campaign in the manner describe in clause 5.17(i) above:
- (i) you shall irrevocably and unconditionally to complete, execute and endorse or cause to be completed, executed, and endorsed each Islamic Investment Note in favour of all Investors who have made the subscription offer via the Platform in relation to your Islamic Investment Note; and you shall automatically, irrevocably and unconditionally accept each and every subscription offer. Once you have accepted the subscription offer as aforesaid, it cannot be cancelled or amended by you for any reason whatsoever;
- (ii) The Issuer agrees and acknowledges that the issuance of Islamic Investment Note shall incorporate the Terms and Conditions to the Islamic Investment Notes and the Issuer is undertaken to pay to the Investors in accordance to the Terms and Conditions to the Islamic Investment Note; and
- (iii) The Security Documents, if applicable, shall have been duly executed by the Security Party in form and substance acceptable to us and where applicable and have been stamped and registered with the relevant authority or presented for registration or filed at any relevant registry and are in full force and effect.
- 5.19 You hereby agree and authorise us to, expressly and irrevocably agree and undertake to, at our sole and absolute discretion to:
- (i) amend the terms in the Letter of Offer, Islamic Investment Note, and/or Security Documents to reflect the Principal Amount successfully raised from the Campaign and to adjust the repayment schedule, we will inform you on the amendments and you agree to accept and to be bound by such amended terms;
- (ii) bound by the amended terms and conditions of the Islamic Investment Note at any time and we will notify you and the Investors on any amended terms and both you and the Investors agree to be bound by such amended terms; and

- (iii) to split the Funding Amount raised into one or more tranches based on terms and conditions that we may determine and/or revise from time to time, our decision is final and undisputed, and you agree you not entitle to choose or select any Investor.

5.20 The Issuer acknowledges and agrees that the Islamic Investment Note may be traded on the Secondary Market operated by CP2P. The CP2P shall obtain the necessary approval from the SC to operate the Secondary Market, and notify the Investor as and when the Secondary Market becomes applicable.

6. DISBURSEMENT AND REPAYMENT OR PAYMENT OF FUNDS

6.1 To facilitate the receipt and payment of funds raised through the Platform, we will maintain two (2) Trust Accounts comprise the Deposit Trust Account and Payment Trust Account (collectively referred to as "Trust Accounts") which established and maintained by a third party trustee ("Trustee").

6.2 The Islamic Investment Note Campaign is considered successfully funded upon the following conditions have been satisfied:

- (i) the Minimum Principal Amount Target has been achieved on or before the end of the Campaign Period;
- (ii) the Islamic Investment Note and the Security Documents (if applicable) are duly completed, executed and endorsed;
- (iii) no Material Adverse Change; and
- (iv) all conditions precedent outlined in the Letter of Offer, Islamic Investment Note and/or the Security Documents have been duly fulfilled (if applicable).

6.3 The Islamic Investment Note is to be issued on the Platform within six (6) business days ("Issue Date") on the successfully funded Campaign. We will disburse the balance Principal Amount to you after deducting fees and charges owing to us and any upfront deduction as specify in the Letter of Offer, via telegraphic transfer or electronic funds transfer.

6.4 You hereby irrevocably and unconditionally agree that we shall have sole and absolute discretion to:

- (i) withhold the upfront deduction as security payment to ensure your compliance to this Agreement, the Islamic Investment Note, the Security Documents and/or the Other Agreements; and
- (ii) use the upfront deduction sum, or any portion thereof as needed, to fulfil our obligations and/or take any actions related to the occurrence of an Event of Default or Recovery Action as outlined in this Agreement, the Islamic Investment Note, the Islamic Investor Agreement, the Security Documents, and/or the Other Agreements.

6.5 You agree that you will remit the Principal Amount and Profit related to the Islamic Investment Note, in accordance with the repayment schedule specified in the Islamic Investment Note (which may be revised at our sole discretion). You further commit to making these payments by no later than 12 noon on the respective due dates and to cover any costs, expenses, and charges requested by us for the purposes of the Islamic Investment Note.

6.6 Profit on the Islamic Investment Note will be calculated up-front as agreed and added to the Commodity Purchase Price and/or Principal Subscription Amount to form the Commodity Sale Price payable by Issuer to the Investors, on an agreed and unchanged Commodity Sale Price Instalment schedule. For avoidance of doubt, our calculation of the Profit shall be final and binding on both the Issuer and the Investor.

- 6.7 You irrevocably and unconditionally agree that you shall remit the payment amounts into our Trust Account from your specified bank account by executing such payment instructions and forms to take effect the payments as stated in the Islamic Investment Note and this Agreement, or using either FPX, IBG, manual transfers (cash and/or cheque) or other payment methods that we will allow as the case may be.
- 6.8 You hereby irrevocably authorize us to deduct, at any time and from time to time, any amounts owed to the Investors and/or us from any funds held by us on your behalf, whether in trust or escrow, without prior notice to you.
- 6.9 Upon our receipt of the full repayment of the Principal Amount, Profit, Ta'widh (late payment charges), and any other fees or charges due under the Islamic Investment Note, the Security Documents, and/or this Agreement, the Islamic Investment Note will be cancelled.

7. PREPAYMENT OR EARLY SETTLEMENT (If Applicable)

The Issuer may make prepayment or early settlement of the Commodity Sale Price plus all amounts owing under the Islamic Investment Note in full after getting confirmation of the redemption sum from CP2P, subject to the following conditions:

- (i) the remaining tenor of the Islamic Investment Note not less than six (6) months period upon request for prepayment or early settlement;
- (ii) the prepayment date must coincide with the Profit payment due date specified in the repayment schedule of the Islamic Investment Note;
- (iii) we shall have received Prepayment or Early Settlement Notice from the Issuer not less than thirty (30) calendar days of its intention to make prepayment or early settlement specifying the relevant amount to be paid and the date of such payment;
- (iv) no partial payment is allowed; and
- (v) the Issuer must fulfil such other terms and conditions under the Letter of Offer, the Islamic Investment Note and this Agreement.

8. FEES AND CHARGES

- 8.1 Upon registered to the Platform and use of our Services, you will be subject to the fees and charges as set out in **Schedule 2** attached hereto.
- 8.2 You are irrevocably agreed and approved for us to deduct any fees and charges, including but not limited to the upfront deduction and any fees payable to the relevant authorities or third parties from the funding amount received from the Investors. If, for any reason, these deductions cannot be made, you shall pay the corresponding sums, along with any applicable Profit and/or Ta'widh (late payment charges) determined by us, upon demand.
- 8.3 You agree that the fees and charges are subject to periodic revision as we notify you, and you will pay us the revised fees and charges. All payments shall be made in RM, unless otherwise specified by us.

9. RESERVED MATTERS

- 9.1 You acknowledge that the Investors who have subscribed to or invested in the Islamic Investment Note issued by you have the right to vote on Reserved Matters, as detailed in **Schedule 3** attached hereto. This

voting right will be exercised at our discretion if we deem it is necessary after our evaluation. We may call for Investors' votes through push notifications on the Platform, emails, physical meetings at locations we designate, or any other method we decide on from time to time.

- 9.2 Unless otherwise specified, Investors' voting shall be conducted by way of poll, with the resolution determined by the percentage of the subscription amount held in the Islamic Investment Note by each Investor. The outcome of the poll will be regarded as the resolution passed by the Investors of the respective Islamic Investment Note. The subscription amount held by each Investor will correspond to their percentage of the vote.
- 9.3 Votes may be casted either in person or by proxy on the polling processing. We will determine the process and documents required in the appointment of proxy. Only the Investor or appointed proxy is allowed to join for the voting.
- 9.4 Voting Process
 - (a) We will give the Investors of the Islamic Investment Note with written notice by way of email or push notification; in the event we propose to call upon Investors' voting on Reserved Matters.
 - (b) The investors shall have 7 days to cast their vote ("voting period").
 - (c) A resolution is considered has been approved if majority of the Investors hold at least two-thirds (2/3) of the total subscription amount of the Islamic Investment Note, or if a higher percentage of votes is achieved during the polling at the end of the voting period, whichever earlier. Once the resolution is passed, we will notify you of the voting results and implement the changes accordingly.
 - (d) You hereby irrevocably acknowledge and agree as below:
 - (i) that we are entitled to act and make declaration in accordance to the resolution passed;
 - (ii) to be bound by the declaration made by us; and
 - (iii) to indemnify us and keep us indemnified at all times against any and all claims, losses, damages, expenses or liabilities incurred or to be incurred by us arising from or related to any actions taken by us in accordance with any provision under this clause.

10. DEFAULT MANAGEMENT

- 10.1 If you fail to make any payment in accordance to the terms of the Islamic Investment Note, the Security Documents, this Agreement and the Other Agreements to the Investors and/or us upon such due date, we will impose Ta'widh (late payment charges) on the arrears amount.
- 10.2 Event of Default

You shall have committed a default upon occurrence of any one or more of the Event of Default as below:

- (i) Non-Payment
if you and/or Security party fails or defaults in the payment of any sum of money whatsoever and howsoever payable on its due date or if due on demand when demanded by the persons herein contained or contained in the Security Documents whether formally demanded or not; or
- (ii) Breach of Other Terms and Conditions
if you or any Security party breaches any terms of any of the Security Documents or in any document delivered pursuant to the Islamic Investment Note, the Security Documents, this Agreement and the

Other Agreements or fails to comply with any notice given under any of the Security Documents requiring either of the party to remedy any breach of the terms of such Security Documents within the time stipulated therefor; or

(iii) Other Events

if any other event or series of events whether related or not has or have occurred which in the opinion of us (which opinion shall be final and binding upon the Issuer) could or might affect or prejudice the ability or willingness of the Issuer or where applicable, of any Security Party to comply with all or any of its respective obligations hereunder or where applicable, under any of the Security Documents; or

(iv) Other Events of Defaults

such other event or events as are set out in the Letter of Offer.

10.3 Our Rights on Default

If a default pursuant to Section 10.2 or if any events stipulated in Section 10.2 hereof shall happen, we shall be entitled without prior demand:

- (i) we may with notification of at least seven (7) calendar days in advance following an Event of Default or in making demand regardless any settlement or account or other matter, combine, consolidate or merge all or any of the Issuer's accounts with, and liabilities to us, and may set-off or transfer any sum standing to the credit of any accounts in or towards the payment of the indebtedness under the Letter of Offer and any other related documents; or
- (ii) the Indebtedness and all other sums payable under this Agreement, the Letter of Offer and the Islamic Investment Note shall become and be deemed to be, notwithstanding anything contained herein to the contrary, forthwith due and payable and whereupon we shall be entitled forthwith to take such action (whether on our own accord or through our agent(s)) as may be appropriate against you, including action to sue and institute by way of civil suit for the recovery of the Indebtedness either before, after or concurrently with the action to enforce any of the Security Documents and to apply any credit balance standing to any account of you towards satisfaction of the Indebtedness; or
- (iii) any part of this Agreement, the Letter of Offer and the Islamic Investment Note not disbursed or utilised before the default, may be cancelled by us. Upon such cancellation, any part of this Agreement already disbursed or utilized will become due and immediately payable on demand, regardless of any provision of this Agreement to the contrary.

10.4 Recovery Actions

We shall have the discretion to call upon the Investors to vote for the following recovery actions at your sole cost and expense:

- (i) to appoint a third party debt collector and/or debt collection agency to recover the amount due along with any costs and expenses incurred or to be incurred in connection with the recovery efforts;
- (ii) to appoint legal advisor and/or solicitors to initiate legal proceedings against you to recover the amount due along with any costs and expenses incurred or to be incurred in connect to the recovery efforts;
- (iii) to enforce the Securities and exercise the rights to seek repayment of the amount due along with any costs and expenses incurred or to be incurred in connect to the recovery actions; and/or
- (iv) to take any other actions that we may deem appropriate at our sole discretion or that are authorized

by the Investors in accordance with the voting resolution.

10.5 Restructuring Proposal

In the event that we determine a restructuring of amount due is necessary to address financial difficulties, operational inefficiencies, or other material concerns, you shall outline the proposed restructuring terms to us within 30 days from our request date. You agree to seek independent advice concerning any Restructuring Proposal. If we deem the restructuring proposal to be viable, we may convene a vote among the Investors on the following ("Restructuring Action") as the matters outlined in Clause 9 (Reserved Matters) above at your sole cost and expense:

(i) To Approve the Restructuring Proposal

In the event the restructuring proposal is approved by the Investor's Resolution, you are irrevocably agree that we are entitled to do all such things as may be required to effect the restructuring proposal.

The amended Agreement, Islamic Investment Note and/or related Security Documents are prepared in accordance to the restructuring terms agreed which including but not limited to the new payment amounts and schedule, change in Profit rate (if any), and any other revised terms.

You hereby irrevocably agree to execute the amended documents by you and the related party(ies) within the timeline informing by us.

(ii) To Reject the Restructuring Proposal

In the event the Investors are to reject the restructuring proposal in majority votes, we shall immediately declare an Event of Default has occurred and the amount due, including Profit and fees for the Investors to vote for the recovery actions.

- (a) consider your issuer account to be in delinquency;
- (b) notify our Service Providers and other third-party credit bureaus of the Default;
- (c) declare that the Default has occurred and update the information and/or indicators displayed to the Investors on the Platform accordingly;
- (d) any other actions we consider appropriate or as directed by the Investors' Resolution.

10.6 Additional Fees and Charges on Default Payment, Late Payment and Restructuring

- (i) In the event of delay or failure to pay any of the instalment payment(s) or any other payment(s) on the due date, the Issuer shall pay Ta'widh (late payment charge) as compensation for the delay calculated from the date of default payment until the overdue payment has been received (including those which are due from the guarantor and/or any security party in relation to the Islamic Investment Note and/or under the guarantee and/or any security documents).
- (ii) When relevant, the Issuer agrees and consents that the payment of Ta'widh shall be debited on the day as we may prescribe of every calendar month, such Ta'widh to be payable monthly in arrears or at such other period as we may prescribe and shall without notice be debited accordingly to the account of the Issuer.

10.7 Acknowledgement and Agreement by you that:

- (i) any decision made by us to enforce the rights of the Investors under the Islamic Investment Note

and the Security Documents, or to implement any Restructuring Proposal or Recovery Action as outlined in Clause 10.4 and Clause 10.5, shall be considered a decision taken by the Investors against you and/or the Security Parties. This decision will be binding on all Investors, provided it is voted on and approved in accordance with the Investors' Resolution;

- (ii) ur obligations and responsibilities regarding the recovery of any amounts owed to the Investors under the Islamic Investment Notes are administrative in nature and intended solely for the benefit of the Investors. We do not assume any obligations, liabilities, or responsibilities beyond those explicitly stated in this Clause.

10.8 Proceeds of Recovery

- (i) All monies received by us from any proceedings instituted or step taken under any of the Security Documents shall subject to statutory priorities (if any), be applied by us:

FIRSTLY payment of any fees, costs, charges, expenses and liabilities incurred by us under the Islamic Investment Note, this Agreement, Investors Agreement and Security Documents in the execution or purported execution of any of the Security Documents or in the performance of any duties or the exercise of any power vested in it;

SECONDLY in or towards payment to the Investors of all Profit, fees and charges then accrued and remaining unpaid in respect of the Islamic Investment Note or the balance thereof for the time being owing;

THIRDLY in or towards payment to the Investors of the principal sum due and remaining unpaid under the Islamic Investment Note;

LASTLY any surplus shall be paid to such persons entitled thereto.

11. NO WARRANTY

- 11.1 You agree that the decision to make any Subscription Offer related to any Islamic Investment Note Campaign is based solely on the Investors' independent assessment of the information and documents available on the Platform. We make no representations, warranties, or guarantees that Investors will make any Subscription Offers or that your Islamic Investment Note Campaign will be successfully funded while hosted on the Platform.

12. YOUR OBLIGATIONS, COVENANTS AND UNDERTAKINGS

- 12.1 You hereby expressly agreed and declared that each of your obligations to pay or repay under any of the provisions of this Agreement, or where appropriate, the rest of the Security Documents constitute separate and independent obligations, shall give rise to separate and independent causes of action, shall apply irrespective of any waiver or indulgence granted by us, in respect of any other obligation, shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of some other obligation and may be relied upon and enforced by us independently of or simultaneously with or without having to commence any other action under such obligations or under any of the Security Documents or having first exhausted any remedy or having first sold or disposed of any assets, properties or undertaking which may be provided as security to us from time to time.
- 12.2 You agree to repay the Principal Amount along with any applicable Profit, as well as Ta'widh (late payment charges) (if applicable), in accordance with the terms of the Islamic Investment Note into the Trust Account specified by us.

- 12.3 You acknowledge that you are solely responsible for repaying any amounts due to the Investors under the Islamic Investment Note, while we are only facilitating the collection and transfer of these payments, as well as the recovery of any amounts owed to the Investors.
- 12.4 You agree to adhere to and comply with the terms of the Islamic Investment Note and will not engage in any actions that would violate any of its provisions.
- 12.5 If you fail to make any payment due under the Islamic Investment Note by the specified due date, you acknowledge and agree that we have the right to take the following actions, as well as any other actions we deem necessary:
- (i) Contact you on behalf of the Investors (either directly or through an appointed third party) to request repayment of any outstanding amounts under the Islamic Investment Note;
 - (ii) Impose and collect Ta'widh (late payment charges) (if applicable) on behalf of the Investors for the outstanding amount;
 - (iii) Report the payment default to third-party credit bureaus; and
 - (iv) Initiate a vote among the Investors on Reserved Matters in accordance with Clause 9 above and take actions on behalf of the Investors as authorized from time to time, if applicable.
- 12.6 You agree not to contact or attempt to reach any of the Investors or their related party(ies) directly or indirectly regarding the Islamic Investment Note, including for the repayment of the Principal Amount (along with any applicable Profit), Ta'widh (late payment charges), or any other fees or amounts owed under the Islamic Investment Note, without our prior written consent. You authorize us to communicate with the Investors on your behalf if we determine it is necessary. If you are approached by any Investor and/or their related party(ies), you agree not to respond and to inform us immediately of such contact or attempted contact. You acknowledge that we have the authority to notify you on behalf of the Investors regarding the exercise of their rights under the Islamic Investment Note.
- 12.7 You also irrevocably undertake and covenant that:
- (i) you will not use the Principal Amount, or any portion of it, for any purposes other than those outlined in the Islamic Investment Note or Islamic Investment Note Campaign;
 - (ii) until you have completely satisfied all your payment obligations under the Islamic Investment Note, you shall not, without our prior written consent, apply for, seek, or obtain any other financing or funding (regardless of the amount) from any other P2P platform, operator, or company for the same purpose you specified in the Issue Request and/or Islamic Investment Note Campaign;
 - (iii) you shall provide us with your audited financial statements for each financial year as soon as they are available, but no later than 180 days after the end of that financial year and to provide your unaudited financial statements for each six-month period as soon as they are available, but no later than 90 days after the end of the first half of each financial year;
 - (iv) you shall promptly furnish us on the following automatically or upon request:
 - (a) an annual confirmation letter on the anniversary of the Issue Date of the Islamic Investment Note, verifying that you remain in compliance with its terms and conditions;
 - (b) any information and documents requested from time to time;
 - (c) being fully cooperate during the annual credit review conducted on you;
 - (v) you will immediately inform us of:

- (a) any changes to the information and documents you have submitted to us, along with any material information that is subject to disclosure requirements, as applicable;
- (b) that during the tenor of the Islamic Investment Note, you shall not without the consent in writing of us first had and obtained carry on business other than its existing businesses on the date it first applied for the fund raises through Islamic Investment Note campaign or permit any change in the nature of the said business;
- (c) any material adverse change in the financial condition of you or, where applicable, the financial condition of the guarantor or any security party, or the operating environment or management of your business or the business of the guarantor or any security party which will materially affect your ability or the ability of the guarantor or security party to perform their respective obligations under this Agreement, Security Documents, the Other Agreement and/or the Islamic Investment Note;
- (d) that you will at all times during the tenor of this Agreement inform us of any legal proceedings litigations claims (of a material nature) against you, any guarantor and/or any security party;
- (e) the occurrence of any Termination Events specified in this Agreement;
- (f) you shall sign any documents or agreements and take all necessary actions at any time to further implement the terms and conditions of this Agreement.

13. RESTRICTION, SUSPENSION, AND TERMINATION

13.1 We reserve the right to restrict access to your account, temporarily or permanently suspend it, and/or terminate the Services or this Agreement at any time with immediate effect, without incurring any liability to you, if any of the following Termination Events occur:

- (i) any of the Events of Default has occurred and/or is ongoing (unless you have remedied it or we have waived it in writing) or is likely to occur;
- (ii) any representation, warranty, or information submitted by you to us under this Agreement, any Security Documents, the Other Agreements, the Islamic Investment Note, or in connection with the use of our Services is incomplete, untrue, inaccurate, or misleading in any material respect;
- (iii) you cease or threaten to cease payment of your debts, are unable to pay your debts as they become due, or are deemed unable to pay your debts or admit your inability to do so;
- (iv) you cease or threaten to cease conducting all or a significant portion of your business;
- (v) any encumbrancer takes possession, or a receiver, administrator, or trustee is appointed over all or any portion of the Security Parties' or your undertaking, property, or assets;
- (vi) any actions, proceedings, procedures, or steps initiated for winding up, dissolution, administration, or reorganization (whether through a voluntary arrangement, scheme of arrangement, or otherwise) against you or the Security Parties, including the appointment of a liquidator, receiver, or administrator related to you or any part of the Security Parties or your undertaking, property, or assets;
- (vii) you initiate negotiations or enter into any composition, compromise, assignment, or arrangement with one or more of your creditors to reschedule any of your debts;

- (viii) Any litigation, arbitration, or administrative proceedings initiated, pending, or threatened against you, your directors, or any of your assets, which, if resolved unfavorably, could reasonably be expected to have a material adverse effect on your business, assets, or conditions, or your ability to fulfil your obligations under this Agreement, any Security Documents, the Other Agreements, or the Islamic Investment Note;
 - (ix) It is or will become illegal for you to meet or adhere to any of your obligations under this Agreement, the Other Agreements, or the Islamic Investment Note;
 - (x) the occurrence of any event or circumstance that, in our exclusive judgment, represents or is likely to represent a Material Adverse Change;
 - (xi) the findings from our Verification and Checking process are considered unsatisfactory or do not meet the minimum criteria we have established; or
 - (xii) if your account has had no activity for a duration specified by us.
- 13.2 Your obligations, undertakings, and representations under this Agreement, the Islamic Investment Note, the Security Documents, and/or the Other Agreements, including your responsibility to pay all applicable fees, costs, charges, and expenses due, will continue to remain in effect following the termination, suspension, or deactivation of the Services until those obligations are completely fulfilled and settled, as confirmed by us in writing.
- 13.3 If you have no outstanding fees, charges, or payments owed to us or any Investors, and there are no active or outstanding Islamic Investment Notes between you and any Investor, you may terminate this Agreement by sending us an email indicating your intention to close your account with the Platform.

14. REPRESENTATIONS AND WARRANTIES

14.1 You hereby represent and warrant as follows:-

- (i) you have full rights, authority and power to accept, enter into and bind itself by this Agreement, the Security Documents, the Other Agreements and/or the Islamic Investment Note and all appropriate and necessary action has taken to authorise the execution thereof and the execution and delivery thereof does not exceed the power and authority of officer executing the same;
- (ii) you have fully disclosed in writing to us all facts relating to the Issuer, the guarantor(s) and the security party(ies) which the Issuer knows or should reasonably know and which are material for disclosure to CP2P in the context of the Islamic Investment Note;
- (iii) each utilisation and each payment under the Islamic Investment Note shall constitute a representation that no event of default or event which with the giving of notice or passing of time, or both, would constitute an event of default, has occurred and that the representation and warranties contained herein are true and correct as at the date of each utilisation or payment;
- (iv) you shall not change the control, ownership, shareholders, director or corporate structure and/or undertake a scheme of reconstruction or merger, which would affect your business without our consent;
- (v) in the case of the guarantor(s) and/or the security party(ies) being individuals, each guarantor and each security party has the capacity to execute, deliver and perform the terms of the guarantee and the security documents (as the case may be), you and, in the case of the guarantor(s) and/or the security party(ies) being a body corporate, it, its guarantor(s) and the security party(ies) are companies duly incorporated in and validly existing under the laws of their respective places of

incorporation and have full legal power to enter into, deliver and perform all its obligations under this Agreement, the Security Documents, the Other Agreements and/or the Islamic Investment Note and have taken or will take all steps necessary (including obtaining, renewing on time and complying with the terms of permits, licenses, clearances etc.) for the performance of their respective obligations under hereto;

- (vi) the execution, delivery and performance of the guarantee and/or the security documents by the guarantor and/or the security parties (where such guarantor and/or security party is a body corporate) is within the corporate powers of each of the guarantors and/or security parties and does not contravene or violate any law or regulation, or any corresponding provisions of the laws to which the Issuer, the guarantor(s) and/or any security party is subject;
 - (vii) neither you, the guarantor(s) nor any security party are in default of any agreement (whether in relation to payment, performance or otherwise);
 - (viii) you and where applicable, the guarantor and each security party are the legal and beneficial owners of any assets or property which are offered as security to us in respect to this Agreement, the Security Documents, the Other Agreements, and/or the Islamic Investment Note; and
 - (ix) no Termination Event has occurred.
- 14.2 All the information furnished by you, and where applicable, each guarantor or security party in connection with this Agreement, the Security Documents, the Other Agreements, and/or the Islamic Investment Note do not contain any untrue statement or omit to state any fact and all expressions of expectation, intention, belief and opinion and all projections contained therein were honestly made on reasonable grounds after due and careful enquiry.
- 14.3 Such other representations and warranties, if any, as are set out in this Agreement, the Security Documents, the Other Agreements, and/or the Islamic Investment Note hereto are true and correct.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 You acknowledge that the names, images, and logos ("Marks") identifying the Company, its affiliates, or third parties (including Service Providers) and their products and services are subject to copyright, design rights, and trademarks owned by the Company, its affiliates, or relevant third parties, with all rights to the Marks expressly reserved. Nothing in this Agreement shall be construed as granting any license or right to use any trademark, patent, design right, or copyright of the Company, its affiliates, or any third party without prior written consent. Furthermore, the name of the Company or any Marks may not be used in any manner, including advertising, publicity, or hyperlinks, without obtaining prior written permission from the Company.
- 15.2 The Company, along with its affiliates and licensors, retains all rights, title, and interest in the Platform, including all hardware, software, and materials used to provide the Services, as well as all proprietary and confidential information—such as databases, documents, online graphics, audio, and video—protected by applicable intellectual property laws. You agree not to copy, modify, reproduce, publish, transmit, distribute, perform, display, or sell any proprietary information of the Company, nor shall you tamper with or interfere in any way with the Platform's functionality. Additionally, you are prohibited from decompiling, reverse engineering, or attempting to discover the source code of any content available on the Platform, except where expressly permitted by law or with prior written consent from the Company.
- 15.3 By submitting, posting, or displaying content on or through the Platform, you grant the Company a worldwide, non-exclusive, royalty-free license to reproduce, adapt, and publish that content for the purpose of displaying, distributing, and promoting the Platform and our Services. Any modifications made

to the submitted content shall not mislead or misrepresent you. You also provide an irrevocable non-exclusive license for the Company to use any ideas, inventions, concepts, techniques, or know-how disclosed in the submitted content for any purpose, including the development and marketing of Services. Furthermore, the Company reserves the right to maintain an archival record of all content, including any that you may delete or remove.

- 15.4 If you download any software, applications, or scripts from the Platform, including any associated files, images integrated into or generated by the software, and accompanying data (collectively referred to as "Software"), the Company licenses this Software to you on a non-exclusive, non-transferable, and non-sublicensable basis solely for the purpose of utilizing the Services in accordance with this Agreement and the Other Agreements. It is important to note that the Company does not transfer ownership or any rights to the Software. You are prohibited from redistributing, selling, decompiling, reverse-engineering, disassembling, or otherwise manipulating the Software. Any Software downloaded from the Platform is at your own risk.

16. PRIVACY NOTICE AND COMMUNICATION OF ACTIVITY

- 16.1 You consent and authorise us to release your information, and/or the third parties information relating to you, which we deem, at our sole discretion, relevant, to any third party including to any government agency and regulatory body upon requested. You also confirm that you have read, understood and agree to be bound by the Privacy Notice of the Company. You agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement, the Other Agreement, the Islamic Investment Note, and the Letter of Offer.
- 16.2 You agree to receive periodic updates from us about activities on our Platform, including new Islamic Investment Note Campaigns and the status of existing ones, through any communication methods we determine at our discretion. Additionally, you consent to receive emails regarding your use of the Platform and/or Services, our business, our terms and agreements, and other relevant topics. Please note that these emails are not intended to provide advice or recommendations.

17. RETENTION OF RECORDS

- 17.1 We are legally obligated to retain records related to you and your activities on the Platform for at least 7 years after your use of the Platform and/or Services ends, or for a longer duration as mandated by law. You may not request the destruction or deletion of these records, except where required by law or regulatory obligations. These records will serve as definitive evidence of the facts and matters they document.

18. RIGHT OF APPEAL

- 18.1 You have the right to appeal any decisions made regarding your use of the Platform or the Services. If you believe that a decision adversely affects you, you may submit a written appeal outlining the reasons for your challenge. Appeals must be submitted within ten (10) business days from the date of notification of the Company's decision. We will review your appeal thoroughly and provide you with a written response detailing the outcome of the review. Please note that our decision following the appeal process will be final. We may impose a fee to cover the reasonable costs and expenses incurred on the processing of your appeal.

19. CESSATION OF THE PLATFORM

- 19.1 Notwithstanding any provisions in this Agreement, we retain the right to discontinue the operation of the Platform. In the unlikely event that we decide to cease operations; we will notify you as soon as possible. At that time:
- (i) registration of new users on the Platform will be halted, no new Issue Requests will be accepted, and no new Islamic Investment Note Campaigns will be published;
 - (ii) all pending Islamic Investment Note Campaigns will be cancelled, and any funds already transferred to our Trust Account will be returned to the relevant investors' designated bank accounts without Profit, after deducting any applicable fees and charges;
 - (iii) all successful and active Islamic Investment Note Campaigns will continue to be managed by us until full repayment is completed or until the Islamic Investment Note is terminated, whichever occurs earlier.
- 19.2 The Platform and our Services will only be terminated after you have completed all repayments related to the Islamic Investment Note and settled any fees and charges owed under this Agreement and the Other Agreements.

20. LIMITATION OF LIABILITY AND DISCLAIMERS

- 20.1 We, including our employees, agents, officers, contractors, and Service Providers, shall not be liable, to the fullest extent permitted by law, for any direct, indirect, punitive, incidental, special, or consequential damages, losses, or expenses arising from any causes of action. This includes, but is not limited to, damages for loss of use or data, loss of opportunity, loss of goodwill, and loss of profits (whether actual or anticipated), whether to you or any third parties, arising out of or in any way connected with the following:
- (i) the use or performance of the Platform or our Services;
 - (ii) your failure to repay any amounts due under the Islamic Investment Note to the Investor, whether through the Platform or otherwise;
 - (iii) any information or documents provided to the Investor about you via the Platform, including aspects of our scoring process, or risk rating, particularly regarding your creditworthiness;
 - (iv) any negligence, willful misconduct, or fraud by third-party debt collectors in delivering their services;
 - (v) any delays or inability to access the Platform or our Services;
 - (vi) the provision of or failure to provide the Services;
 - (vii) any information, data, software, products, services, and related graphics obtained through the Platform or otherwise;
 - (viii) any reliance on statements, representations, or information on the Platform or Services;
 - (ix) the inability of the Issuer to secure full funding for Issue Requests through the Platform; or
 - (x) any other issues arising from the use of the Platform or Services.

We shall not be liable for any loss or damage, whether arising from contract, tort, strict liability, or otherwise, except in cases where such loss or damage results solely from our breach of this Agreement or is caused solely by our negligence, willful misconduct, or fraud.

- 20.2 Without limiting any other provisions of this Agreement, you agree to indemnify and hold us, along with our employees, agents, and officers (collectively referred to as "Indemnified Parties"), harmless from any and all actions, proceedings, costs, claims, expenses (including full indemnity legal costs), demands, liabilities, losses, and damages, including direct, indirect, or consequential losses. This indemnification covers any claims made by third parties, as well as claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorized access (including hacking), property damage, or financial losses incurred by the Indemnified Parties arising from your access to or use of the Platform or our Services. This applies regardless of whether such access or use was authorized, and includes instances related to breaches of this Agreement, any Security Documents, the Islamic Investment Note, and/or the Other Agreements, as well as violations of the rights of others or breaches of applicable laws, except where these arise solely from our willful misconduct or fraud. Any claim for costs and expenses under this clause must be supported by appropriate documentation.
- 20.3 We shall not be responsible for the actions or conduct of the Investors and shall not be liable to you if any Investor takes any action, including but not limited to harassment and/or legal proceeding, against you or your directors, partners, or shareholders.
- 20.4 The Platform is offered on an "as is, where is" basis, and to the maximum extent permitted by law, we explicitly disclaim all express, implied, and statutory warranties.
- 20.5 You are responsible for installing, updating, and maintaining the necessary antivirus software on your computer or device.
- 20.6 We do not warrant that the Services, features, or access to the Platform will be timely, uninterrupted, or free from errors or omissions. Additionally, we do not warrant that the Platform or its content is free from viruses or other harmful code, or that downloading, installing, or using any software or content from the Platform will not impact the functionality or performance of your computer or device. You, and not the Company, will be responsible for all costs associated with servicing, repairs, or corrections related to your computer or device. You also agree not to hold the Company liable for any loss of content on your device resulting from circumstances beyond our control.
- 20.7 You are prohibited from accessing the Platform through any third-party sites, links, or applications. If you choose to download, install, or use any software or application on your computer or device, you assume all associated risks and responsibilities. The Company will not be liable for any loss or damage you may incur as a result of these actions.
- 20.8 The Platform may include links to websites not maintained by the Company, and the Company has no control over these external sites. Any links provided are for the convenience of users and do not imply endorsement or association with the operators of those websites. The Company expressly disclaims all responsibility and liability for any direct or indirect damage or loss, including issues such as viruses, spyware, malware, errors, or other harmful materials, resulting from the use of or reliance on content available on these linked sites. Users access and use such external resources at their own risk, and the Company is not responsible for their availability or content.

21. NOTICES

- 21.1 All notices and communications regarding your account, activities on the Platform, and this Agreement must be sent to us via email. Conversely, any notices, demands, or communication from us to you will be in writing and may be delivered in several ways: by hand to your registered address, via prepaid registered post with recorded delivery to your address, through electronic mail to any email address listed in your profile, by SMS to the mobile number registered with us, by facsimile transmission to your facsimile number, via push notifications on the Platform, or by posting on the Platform or our website.

- 21.2 Any notice, demand, request, or communication from us to you will be considered duly served in the following ways:
- (i) to effective immediately if delivered by hand; sent as a push notification on the Platform; sent via electronic mail or SMS; sent by facsimile; through telephone call; posted on the Platform; and/or
 - (ii) to effective two (2) business days after posting if sent by prepaid registered post with recorded and proof on delivery.
- 21.3 Any communication from the you to us will only be deemed served upon actual receipt.
- 21.4 You agree to promptly inform us of any changes to your correspondence address, email address, telephone number, and other contact information ("Contact Information"). If you fail to update us about such changes, you acknowledge that we may rely on the Contact Information currently registered in your profile.
- 21.5 All notices and communications under this Agreement shall be in the English language.

22. FORCE MAJEURE

- 22.1 We shall not be responsible to you for any failure in the performance of your obligations, any claim in respect of any loss, damages or injury to earnings, profit or goodwill or business caused directly or indirectly or any other fault if such failure, loss, damage or other fault is caused by circumstances beyond the reasonable control by us ("**Force Majeure Event**") including but not limited to, any fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, lock-out, riot, civil disturbances, act of public enemy, natural catastrophe, embargo, war, Act of God, inevitable accidents, unforeseen events mechanical, electronic or communications failure, interruption to the Platform or Services, and/or acts of any government or authority.
- 22.2 If any delay or non-performance caused by a Force Majeure Event persists for more than 90 days, we reserve the right to terminate this Agreement by providing you with 14 days' written notice before the termination, without affecting any rights that have accrued prior to that termination.

23. GENERAL TERMS

23.1 No Partnership

This Agreement shall not be interpreted as creating a joint venture or partnership between you and us. Neither party is considered an agent of the other, and except as explicitly stated in this Agreement, neither party has the authority to act on behalf of or bind the other. Furthermore, nothing in this Agreement shall establish any relationship of principal and agent, employer and employee, or any other form of partnership between the parties or their affiliates, officers, employees, agents, or subcontractors. No party has the right or power to bind or impose obligations on the other without prior written consent.

23.2 Waiver

Any failure or delay on our part to exercise or enforce any rights under this Agreement shall not be considered a waiver of those rights. Furthermore, if we waive any breach of a provision in this Agreement, it does not imply a waiver of any future breach of the same or any other provision.

23.3 Severability

If any term, condition, provision, or undertaking of this Agreement is found to be void, illegal, or

unenforceable under applicable legislation, it shall be ineffective to that extent only, while the rest of this Agreement shall remain in full force and effect. The validity and enforceability of the Agreement in any other jurisdiction will not be impacted. In such cases, each party agrees to execute any additional documents reasonably requested by the other party to ensure the enforceable effect of any provision deemed invalid. Furthermore, if a provision is void, illegal, or unenforceable but could be valid if modified, it shall be adjusted to the extent necessary to render it valid and enforceable.

23.4 Entire Agreement

This Agreement, along with the referenced documents, constitutes the complete and exclusive terms agreed upon by both parties regarding the matters addressed herein, superseding all prior agreements, whether written or oral. In entering into this Agreement, both parties acknowledge that they do not rely on any representations, warranties, or statements outside those expressly included here. All provisions of this Agreement shall remain in effect to the extent they can be performed, regardless of the completion of the matters described, except where expressly stated otherwise. This Agreement shall bind and benefit the successors and legal representatives of each party.

23.5 Cost and Expenses

You shall be solely responsible for all fees, costs, and expenses associated with the preparation, negotiation, execution, and enforcement of this Agreement and any related documents. This includes, but is not limited to, stamp duty, registration fees, legal and professional fees, and any taxes or charges imposed by government authorities in connection with this Agreement and the Islamic Investment Note. Additionally, you will be responsible for any applicable sales and services taxes on required payments.

23.6 Assignment

Except as expressly provided in this Agreement, you shall not assign or transfer any of your rights, obligations, duties, and/or liabilities under this Agreement without our prior written consent.

23.7 Reconstruction and Successors in Title

This Agreement shall remain valid and enforceable for all purposes, regardless of any changes resulting from amalgamation, merger, reconstruction, or similar actions affecting our constitution or any company conducting business on our behalf. It shall be binding upon and benefit your heirs, personal representatives, successors, permitted assigns, and our successors or assigns.

23.8 Survival on Termination

All disclaimers, indemnities, and exclusions outlined in this Agreement shall remain in effect even after the termination of this Agreement for any reason.

23.9 Time of Essence

Time shall be of the essence for all matters related to this Agreement, unless explicitly stated otherwise. Any time or period specified in this Agreement may be extended by mutual written consent of the Parties; however, for any originally fixed or extended time, date, or period, time shall remain of the essence.

23.10 Governing Law

This Agreement, including any disputes or claims arising from it, shall be governed by and construed in accordance with the laws of Malaysia. The validity, construction, and performance of this Agreement are subject to Malaysian law. Any disputes related to this Agreement or the associated documents, including questions regarding their existence, validity, or termination, shall be referred and finally resolved by the Courts of Malaysia, to which both Parties unconditionally and irrevocably submit.

SIGNED BY

I/We, the Issuer(s) hereby acknowledge that I/we have read, understood, and accept the terms and conditions outlined in this Agreement. By ticking the box, I/we confirm that I/we agree to all provisions and obligations set forth within this Agreement and consent to abide by its terms.

This acknowledgment serves as confirmation of my/our acceptance of this Agreement in its entirety, including any future amendments or modifications, as specified by this Agreement.

SCHEDULE 1
SALIENT FEATURES OF ISLAMIC INVESTMENT NOTE

The salient features of the Islamic Investment Note should include the following (where applicable):

1. Principal Subscription Amount and/or Commodity Purchase Price (Commodity bought by the Investor via Agent (Wakil) for cash);
2. Commodity Sale Price;
3. Commodity Sale Price Instalment Schedule (the monthly Instalment terms payable by the Issuer to the Investors over the tenor of the Islamic Investment Note);
4. Note Tenor/ Maturity Date;
5. Profit rate ;
6. Purpose of Financing (Strictly Shariah-compliant business);
7. Security and/or Guarantee (as the case may be); and
8. Other terms

SCHEDULE 2
FEES AND CHARGES PAYABLE BY THE ISSUERS

No.	Fees and Charges	Rate	Description	Payment Schedule/ Remarks
1.	Processing Fees	At the prevailing rate published on our Platform when the Issue Request is submitted.	Non-refundable.	One-time payment upon submission of Issue Request.
2.	Administration Fees	At the prevailing rate published on our Platform when the Issue Request is submitted.	To recoup the expense of resources used in managing the Islamic Investment Note.	No pro-rating and non-refundable. Fees for the whole tenor is deducted upfront upon disbursement of Islamic Investment Note.
3.	Security Deposit	At the prevailing rate published on our Platform when the Letter of Offer is issued.	To hold in the Repayment Trust Account.	Deducted upfront upon disbursement of Islamic Investment Note. Deduction applies towards the end period of the Islamic Investment Note.
4.	Sinking Fund	At the prevailing rate published on our Platform when the Letter of Offer is issued.	To cover the cost of system maintenance and upgrades.	Non-refundable. Deducted upfront upon disbursement of Islamic Investment Note.
5.	Stamp Duty	At the prevailing rate in force at the time of stamping.	Stamp duty is calculated based on the principal amount issued.	Deducted upon disbursement of Islamic Investment Note.
6.	Prepayment or Early Settlement Fees	At the prevailing rate stated in the Letter of Offer.	Calculate based on the outstanding principal amount and chargeable in favour of the Investors.	To be paid together with prepayment of the outstanding Principal Amount.
7.	Ta'widh (Late Payment Charges)	At the prevailing rate stated in the Letter of Offer.	In the event the Issuer fails to pay the outstanding amount upon the due date.	To pay not later the due date as notify in the written notice by the Company and will be accrued until the settlement of outstanding amount.
8.	Miscellaneous Charges	At the prevailing rate stated in the Letter of Offer and/or notified by us.	Such other fees and charges that we may reasonably apply from time to time.	Payable as and when notified by us.

Note :

The fees and charges outlined above do not include applicable taxes. If any taxes imposed by the Malaysian government, including but not limited to service tax, apply to the fees and charges under this Agreement, the Company has the right to charge those taxes, which must be paid by the Issuer.

Notwithstanding the above, we reserve the right to vary the rates payable by the Issuers to the Company. We may charge additional fees and charges to the Issuer for the additional services requested and the said additional services shall be part of the main services provided to the Issuer under this Agreement, the Security Documents, the Other Agreements, and/or the Islamic Investment Note.

SCHEDULE 3
RESERVED MATTERS

- (a) any restructuring of the Islamic Investment Notes;
- (b) any changes, modifications, or cancellations of the covenants, terms, provisions, and conditions within the Islamic Investment Notes as proposed or requested by the Issuers (except for amendments to the annexure of the Islamic Investment Note made before the successful completion of the Islamic Investment Note Campaign);
- (c) any changes to the purposes of the fundraising under the Islamic Investment Notes;
- (d) any alterations or substitutions of the Securities provided under the Security Documents to secure the repayment of the Principal Amount, Profit, Ta'widh (late payment charges), or any other charges payable under the terms and conditions of the Islamic Investment Notes (including but not limited to the release of any guarantors or other Security Parties from the Securities granted in favour of us, the Investors, and/or the Security Agent);
- (e) any changes, modifications, cancellations, or compromises of the Investors' rights against the Issuers under the Islamic Investment Notes;
- (f) any Restructuring Proposal and Recovery Actions;
- (g) any other matters related to or connected with the Islamic Investment Notes, Securities, and/or Security Documents that we believe would require a vote from the Investors.

SCHEDULE 4

LIST OF SHARIAH NON-COMPLIANT BUSINESS

1. CP2P as Agent (*Wakil*) of the Investor shall, with respect to Shariah-compliant products offered on the Platform, ensure that the Platform is used to provide financing to businesses which are in line with Shariah guidelines. The contribution of Shariah non-compliant activities to the Issuer total income will be computed and compared against the 5% benchmark. The business/ activities are as follows:
 - (a) conventional banking and lending;
 - (b) conventional insurance;
 - (c) gambling;
 - (d) liquor and liquor-related activities;
 - (e) pork and pork-related activities;
 - (f) non-halal food and beverages (F&B) including F&B without halal certification;
 - (g) tobacco, cigarette, electronic cigarettes and their related activities and products;
 - (h) interest income from conventional accounts and instruments (including interest income awarded arising from a court judgement or arbitrator, late payment charges and penalty charges);
 - (i) dividends from Shariah non-compliant investments;
 - (j) Shariah non-compliant entertainment;
 - (k) share trading;
 - (l) stockbroking business;
 - (m) cinema;
 - (n) rental received from Shariah non-compliant activities; and
 - (o) other activities deemed non-compliant according to Shariah principles as determined by the SAC.

For the above-mentioned businesses/ activities, the contribution of Shariah non-compliant businesses/ activities to the Issuer total income must be less than 5%.

2. Financial Ratio Benchmarks

For the financial ratio benchmarks, the SAC takes into account the following:

(a) Cash over total assets

Cash only includes cash and cash equivalent placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments is excluded from the calculation.

(b) Debt over total assets

Debt only includes interest-bearing debt whereas Islamic financing or sukuk is excluded from the

calculation.

Each ratio, which is intended to measure riba and riba-based elements within a company's statements of financial position, must be less than 33%.

In addition to the above two-tier quantitative criteria, the Shariah Advisory Council ("SAC") also assesses the qualitative aspect which involves public perception or image of the company's activities from the perspective of Islamic teaching.