

B A S E P R O S P E C T U S



Affin Hwang Investment Bank Berhad
(Company No. 197301000792 (14389-U))
(Incorporated in Malaysia under the Companies Act 2016)

Base Prospectus

relating to the
offering of Structured Warrants (as hereinafter defined)
to be issued by
Affin Hwang Investment Bank Berhad

This Base Prospectus is published in connection with the offering of Structured Warrants to be issued from time to time by Affin Hwang Investment Bank Berhad (“**Issuer**”) (within the validity period of this Base Prospectus which expires on 20 September 2023). This Base Prospectus is intended to provide information on the Issuer and the Structured Warrants. The Structured Warrants are non-collateralised and comprise of European style cash-settled call or put warrants over a single equity, European style cash-settled call or put warrants over a single index, European style cash-settled call or put warrants over a single exchange-traded fund, European style cash-settled callable bull or bear certificates over a single equity, European style cash-settled callable bull or bear certificates over a single index and European style cash-settled callable bull or bear certificates over a single exchange-traded fund (collectively “**Structured Warrants**”).

The specific terms and conditions relating to each series of the Structured Warrants will be set out in the term sheets to be issued for the relevant Structured Warrants. The term sheets are supplemental to this Base Prospectus. This Base Prospectus and term sheets must be read together.

The Structured Warrants are to be listed and traded on the Structured Warrants Board of Bursa Malaysia Securities Berhad. No structured warrants will be offered based on this Base Prospectus after 12 months from the date of this Base Prospectus.

The date of this Base Prospectus is 21 September 2022

YOU ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS BASE PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER. THERE ARE CERTAIN RISK FACTORS WHICH YOU SHOULD CONSIDER. TURN TO PAGE 46 OF THIS BASE PROSPECTUS FOR “RISK FACTORS”.

RESPONSIBILITY STATEMENTS

OUR DIRECTORS HAVE SEEN AND APPROVED THIS BASE PROSPECTUS. OUR DIRECTORS COLLECTIVELY AND INDIVIDUALLY ACCEPT FULL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS BASE PROSPECTUS AND CONFIRM, HAVING MADE ALL REASONABLE ENQUIRIES, THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THERE ARE NO FALSE OR MISLEADING STATEMENTS OR OTHER FACTS THE OMISSION OF WHICH WOULD MAKE ANY STATEMENT IN THIS BASE PROSPECTUS FALSE OR MISLEADING.

WE, ACKNOWLEDGE THAT BASED ON ALL AVAILABLE INFORMATION, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THIS BASE PROSPECTUS CONSTITUTES A FULL AND TRUE DISCLOSURE OF ALL MATERIAL FACTS CONCERNING THE OFFERING OF THE STRUCTURED WARRANTS (“**OFFER**”).

STATEMENTS OF RISK

YOU ARE WARNED THAT THE PRICE OR LEVEL (AS THE CASE MAY BE) OF THE UNDERLYING EQUITY(IES), UNDERLYING INDEX OR UNDERLYING ETF AND THE PRICE OF THE STRUCTURED WARRANTS MAY FALL IN VALUE AS RAPIDLY AS IT MAY RISE AND YOU MAY SUSTAIN A TOTAL LOSS OF YOUR INVESTMENT. YOU SHOULD THEREFORE MAKE SURE YOU UNDERSTAND THE TERMS AND CONDITIONS OF THE STRUCTURED WARRANTS OFFERED, THE RISK FACTORS INVOLVED, AND WHERE NECESSARY, SEEK PROFESSIONAL ADVICE BEFORE INVESTING IN THE STRUCTURED WARRANTS.

THE STRUCTURED WARRANTS CONSTITUTE GENERAL UNSECURED CONTRACTUAL OBLIGATIONS OF THE ISSUER AND OF NO OTHER PERSON. THEREFORE, IF YOU PURCHASE THE STRUCTURED WARRANTS, YOU ARE RELYING ON THE CREDITWORTHINESS OF THE ISSUER AND HAVE NO RECOURSE/RIGHTS AGAINST THE UNDERLYING COMPANY, THE UNDERLYING EXCHANGE TRADED-FUNDS OR THE UNDERLYING INDEX SPONSOR THAT COMPILES AND PUBLISHES THE UNDERLYING INDEX.

STATEMENTS OF DISCLAIMER

A COPY OF THIS BASE PROSPECTUS HAS BEEN REGISTERED WITH THE SECURITIES COMMISSION MALAYSIA (“**SC**”). THE REGISTRATION OF THIS BASE PROSPECTUS SHOULD NOT BE TAKEN TO INDICATE THAT THE SC RECOMMENDS THE OFFER OR ASSUMES RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENT MADE OR OPINION OR REPORT EXPRESSED IN THIS BASE PROSPECTUS.

THE SC IS NOT LIABLE FOR ANY NON-DISCLOSURE ON OUR PART AND TAKES NO RESPONSIBILITY FOR THE CONTENTS OF THIS BASE PROSPECTUS, MAKES NO REPRESENTATION AS TO ITS ACCURACY OR COMPLETENESS AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWSOEVER ARISING FROM OR IN RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENTS OF THIS BASE PROSPECTUS. **YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE OFFER AND THE INVESTMENT IN THE STRUCTURED WARRANTS. IN CONSIDERING THE INVESTMENT, IF YOU ARE IN ANY DOUBT AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.**

APPROVAL WILL BE OBTAINED FROM BURSA MALAYSIA SECURITIES BERHAD (“**BURSA SECURITIES**”) FOR THE LISTING OF AND QUOTATION FOR THE STRUCTURED WARRANTS BEING OFFERED. ADMISSION OF THE STRUCTURED WARRANTS TO THE OFFICIAL LIST OF BURSA SECURITIES IS NOT TO BE TAKEN AS AN INDICATION OF OUR MERITS, THE MERITS OF THE OFFER, THE STRUCTURED WARRANTS, THE UNDERLYING EQUITIES, THE UNDERLYING EXCHANGE-TRADED FUNDS OR THE UNDERLYING INDEX.

A COPY OF THIS BASE PROSPECTUS HAS ALSO BEEN LODGED WITH THE REGISTRAR OF COMPANIES (“**ROC**”). THE ROC DOES NOT TAKE ANY RESPONSIBILITY FOR THE CONTENTS OF THIS BASE PROSPECTUS.

OTHER STATEMENTS

YOU ARE ADVISED TO NOTE THAT RECOURSE FOR FALSE OR MISLEADING STATEMENTS OR ACTS MADE IN CONNECTION WITH THIS BASE PROSPECTUS IS DIRECTLY AVAILABLE THROUGH SECTIONS 248, 249 AND 357 OF THE CAPITAL MARKETS AND SERVICES ACT 2007 (“**CMSA**”).

SECURITIES LISTED ON BURSA SECURITIES ARE OFFERED TO THE PUBLIC PREMISED ON FULL AND ACCURATE DISCLOSURE OF ALL MATERIAL INFORMATION CONCERNING THE ISSUE FOR WHICH ANY OF THE PERSONS SET OUT IN SECTION 236 OF THE CMSA, E.G. DIRECTORS AND ADVISERS, ARE RESPONSIBLE.

THIS BASE PROSPECTUS CAN ALSO BE VIEWED OR DOWNLOADED FROM BURSA SECURITIES’ WEBSITE AT WWW.BURSAMALAYSIA.COM.

PRIVACY NOTICE

PURSUANT TO SECTION 7 OF THE PERSONAL DATA PROTECTION ACT 2010, WE ARE REQUIRED TO ISSUE A PRIVACY NOTICE TO YOU WITH REGARD TO COLLECTION AND MANAGEMENT OF YOUR PERSONAL DATA. THE PRIVACY NOTICE (IN ENGLISH AND BAHASA MALAYSIA VERSIONS) IS ATTACHED AS “ANNEXURE II” FOR YOUR REFERENCE AND IS ALSO AVAILABLE AT OUR AFFIN HWANG INVESTMENT BANK BERHAD WEBSITE, [HTTPS://AFFINHWANG.COM/PRIVACY/](https://AFFINHWANG.COM/PRIVACY/).

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DEFINITIONS

All references to “our Company” or “the Issuer” or “Affin Hwang IB” in this Base Prospectus are to Affin Hwang Investment Bank Berhad (Company No. 197301000792 (14389-U)), references to “our Group” or “the Group” or “Affin Hwang IB Group” are to our Company and our subsidiaries and references to “we”, “us”, “our” and “ourselves” are to our Company and, except where the context otherwise requires, our subsidiaries. Unless the context otherwise requires, references to “Management” are to our Directors and key management personnel as at the date of registration of this Base Prospectus with the SC, and statements as to our beliefs, expectations, estimates and opinions are those of our Management.

References to the “Government” are to the Government of Malaysia; references to “Ringgit”, “Ringgit Malaysia”, “RM” or “sen” are to the lawful currency of Malaysia; and references to a time of day are to Malaysian time, unless otherwise stated. Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include companies and corporations. Any reference in this Base Prospectus or any term sheet to any Act is a reference to that Act as for the time being amended or re-enacted.

References to a “series” of the Structured Warrants are to each type of the Structured Warrants to be issued by us pursuant to this Base Prospectus and a term sheet to be issued for each series of the Structured Warrants.

The following terms in this Base Prospectus bear the same meanings as set out below, unless the term is defined otherwise or the context otherwise requires:

Act.....	Companies Act 2016
Affin Bank.....	Affin Bank Berhad (Company No. 197501003274 (25046-T)), our holding company
Affin Bank Group	Affin Bank and its subsidiaries
Affin Hwang IB	Affin Hwang Investment Bank Berhad (Company No. 197301000792 (14389-U))
BNM.....	Bank Negara Malaysia
Board	Board of Directors
Bursa Depository	Bursa Malaysia Depository Sdn Bhd (Company No. 198701006854 (165570-W))
Bursa Securities.....	Bursa Malaysia Securities Berhad (Company No. 200301033577 (635998-W))
Bursa Securities LR.....	Main Market Listing Requirements of Bursa Securities
CBBCs	Callable bull or bear certificates
Central Depositories Act....	Securities Industry (Central Depositories) Act 1991
Central Depository System	The system for the central handling of securities established and operated by Bursa Depository
CMSA	Capital Markets and Services Act 2007
Deed Poll	Deed Poll dated 15 September 2022 executed by us for the Structured Warrants, as amended, modified or supplemented from time to time in accordance with the provisions contained therein. The Term Sheet (as defined herein) to be issued for each series of the Structured Warrants will form a new supplement to the Deed Poll. The provisions of the Deed Poll set out the terms and conditions of the Structured Warrants. An extract of the principal terms of the Deed Poll is set out in Annexure I to this Base Prospectus.

It is important to read the provisions of the Deed Poll as it contains the obligations of the Issuer, terms of the Structured Warrants and your rights as an investor

DEFINITIONS (cont'd)

EPS.....	Earnings per share
ETF(s).....	Exchange-traded fund(s)
ETF Structured Warrants.....	in relation to the following Structured Warrants: (i) European style cash-settled call warrants over a single ETF; (ii) European style cash-settled put warrants over a single ETF; and (iii) European style CBBC over a single ETF
FPE.....	Financial period ended
FX.....	Foreign Exchange
Holder(s).....	The person or persons whose name(s) for the time being appear on the Record of Depositors for the Structured Warrants
Listing.....	Listing of and quotation for the Structured Warrants on the Structured Warrants Board of Bursa Securities
LPD.....	1 September 2022, being the latest practicable date before the registration of this Base Prospectus
Market Day.....	A day (other than Saturday, Sunday or public holiday) on which the relevant Securities Exchange(s) is/(are) open for trading during the normal trading hours in the respective place where the relevant: (i) Underlying Equity(ies) is/(are) quoted and traded; (ii) Underlying ETF is quoted and traded; or (iii) Underlying Index is compiled and published, as the case may be, and the Structured Warrants are quoted and traded
Market Disruption Event.....	As set out in Annexure I to this Base Prospectus
Market Maker.....	A person who performs Market Making and is registered as a market maker under the Rules of Bursa Securities
Market Making.....	The act of entering bid and offer prices in the automated trading system of Bursa Securities
Offer.....	Our offering of the Structured Warrants
Record of Depositors.....	The record provided by Bursa Depository to Affin Hwang IB or the Structured Warrants Registrar pursuant to the Rules of Bursa Depository
ROC.....	Registrar of Companies
Rules of Bursa Depository...	The Rules of Bursa Depository as issued under the Central Depositories Act
Rules of Bursa Securities....	The Rules of Bursa Malaysia Securities Berhad
SC.....	Securities Commission Malaysia
Securities Exchange(s).....	Such exchange(s) or quotation system(s) in Malaysia or securities exchange(s) outside Malaysia in which the Underlying Equity(ies) is/(are) quoted and/or traded, the Underlying ETF is quoted and/or traded or the Underlying Index is compiled or published, as the case may be, or Structured Warrants are quoted and/or traded as specified in the relevant Term Sheet
Settlement Disruption Events.....	As set out in Annexure I to this Base Prospectus
Structured Warrants.....	The following are the non-collateralised structured warrants which we propose to issue: (i) European style cash-settled call or put warrants over a single equity; (ii) European style cash-settled call or put warrants over a single index; (iii) European style cash-settled call or put warrants over a single ETF;

DEFINITIONS (cont'd)

	(iv) European style cash-settled CBBCs over a single equity;
	(v) European style cash-settled CBBCs over a single index; and
	(vi) European style cash-settled CBBCs over a single ETF,
	where the equity(ies) and ETF are listed on, and index is based on Bursa Securities and/or Securities Exchange outside Malaysia which is a member of the World Federation of Exchanges or is approved by Bursa Securities
Structured Warrants Registrar	Tricor Investor & Issuing House Services Sdn Bhd (Company No. 197101000970 (11324-H)), being the registrar for the Structured Warrants
Successor Underlying Index Sponsor	In relation to particular Structured Warrants, the successor to the Underlying Index Sponsor
Term Sheet	The document containing the specific Terms and information on a specific series of Structured Warrants, to be issued by us from time to time and which shall be supplemental to and should be read in conjunction with the Deed Poll and this Base Prospectus
Terms.....	Terms and conditions in relation to the Structured Warrants
Underlying Company(ies)....	In relation to a series of Structured Warrants, the company(ies) or corporation(s) that has(have) issued the Underlying Equity(ies)
Underlying ETF.....	In relation to a series of Structured Warrants, the ETF which is the subject of the series of Structured Warrants. Such ETF is listed and quoted on Bursa Securities and/or Securities Exchange outside Malaysia which is a member of the World Federation of Exchanges or is approved by Bursa Securities and as specified in the relevant Term Sheet
Underlying ETF Assets.....	In relation to an Underlying ETF, the assets of the Underlying ETF, as specified in the relevant Term Sheet
Underlying Equity(ies)	In relation to a series of Structured Warrants, the equity or equities, as the case may be, which is(are) the subject of the series of Structured Warrants. Such equity(ies) is(are) listed and quoted on Bursa Securities and/or Securities Exchange outside Malaysia which is a member of the World Federation of Exchanges or is approved by Bursa Securities and as specified in the relevant Term Sheet
Underlying Index.....	In relation to a series of Structured Warrants, the index which is the subject of the series of Structured Warrants. Such index shall be based on Bursa Securities and/or Securities Exchange outside Malaysia which is approved by Bursa Securities and as specified in the relevant Term Sheet
Underlying Index Sponsor ...	In relation to a series of Structured Warrants, the index sponsor that compiles and publishes the Underlying Index, as specified in the relevant Term Sheet
Underlying Instruments.....	In relation to a series of Structured Warrants, the Underlying Equity(ies), Underlying Index or Underlying ETF, as specified in the relevant Term Sheet
VaR.....	Value-at-Risk which is a statistical measure of potential portfolio market value loss resulting from changes in market variables, over a given holding period, measured at a specific confidence level
Warrant Agency Agreement.....	The warrant agency agreement dated 5 August 2020 entered into between the Issuer and the Structured Warrants Registrar in relation to the Structured Warrants, as may be amended, modified or supplemented from time to time

GENERAL FEATURES AND GLOSSARY OF TERMS RELATING TO STRUCTURED WARRANTS

Callable bull or bear certificate or CBBC	: Means a contract: <ul style="list-style-type: none"> (i) which upon the occurrence of a mandatory call event, will be called by the Issuer and terminated before its expiry date; and (ii) under which a person has an actual, contingent or prospective right to receive a cash amount, depending on the fluctuations in the value or price of the Underlying Instrument and the amount will be calculated in accordance with the contract
Call price or call level	: Means the pre-specified price or level of the Underlying Instrument (as set out in the relevant Term Sheet) at which the Issuer must call the warrants before its expiry date subject to any adjustments as may be necessary in accordance with the Terms of the Structured Warrants as set out in Annexure I to this Base Prospectus
Call warrant	: Contract under which the Holder has the right to buy the Underlying Instrument from the Issuer or to receive a cash payment for a particular price at a future date when the call warrant has an intrinsic value
Cash Settlement Amount	: The amount of cash to be paid to the Holder on valid exercise of the Structured Warrants in accordance with Condition 2 of Part 1, Part 2, Part 3, Part 4, Part 5 and Part 6 of Annexure I, as the case may be
Exercise level	: The pre-specified level of the Underlying Index that the Holder may exercise the right under the Terms
Exercise price	: The pre-specified price of the Underlying Equities or the Underlying ETF that the Holder may exercise the right under the Terms
Exercise style	: Structured Warrants can be exercised, according to the terms of issue, in European style, which may only be exercised on the expiry date
In-the-money	: <ul style="list-style-type: none"> (i) A call warrant or callable bull certificate is in-the-money when the price or level of the Underlying Instrument is above the exercise price or exercise level of the call warrant or callable bull certificate, i.e. when the call warrant or callable bull certificate has an intrinsic value; (ii) A put warrant or callable bear certificate is in-the-money when the price or level of the Underlying Instrument is below the exercise price or exercise level of the put warrant or callable bear certificate, i.e. when the put warrant or callable bear certificate has an intrinsic value
Intrinsic value	: The amount by which the price or level of the Underlying Instrument exceeds the exercise price or exercise level for a call warrant or callable bull certificate, or the amount by which the price or level of the Underlying Instrument is below the exercise price or exercise level for a put warrant or callable bear certificate
Main Trading Phase	: means a trading phase prescribed by Bursa Securities or the rules of the respective Securities Exchange where the relevant Underlying Equity, Underlying ETF or Underlying Index, as the case may be, is quoted and traded as specified in the Term Sheet
Mandatory call event	: In relation to CBBC, means the first occurrence at any time before the CBBC's expiry date where the spot price or spot level, as the case may be, is at or below (in respect of callable bull certificate) or at or above (in respect of callable bear certificate) the call price or call level, as the case may be, and upon which the CBBC will be called by the Issuer
Out-of-the-money	: <ul style="list-style-type: none"> (i) A call warrant or callable bull certificate is out-of-the-money when the price or level of the Underlying Instrument is below the exercise price or exercise level of the call warrant or callable bull certificate, i.e. when the call warrant or callable bull certificate does not have any intrinsic value;

GENERAL FEATURES AND GLOSSARY OF TERMS RELATING TO STRUCTURED WARRANTS *(cont'd)*

(ii) A put warrant or callable bear certificate is out-of-the-money when the price or level of the Underlying Instrument is above the exercise price or exercise level of the put warrant or callable bear certificate, i.e. when the put warrant or callable bear certificate does not have any intrinsic value

Put warrant : Contract under which the Holder has the right to sell the Underlying Instrument to the Issuer or to receive a cash payment for a particular price at a future date when the put warrant has an intrinsic value

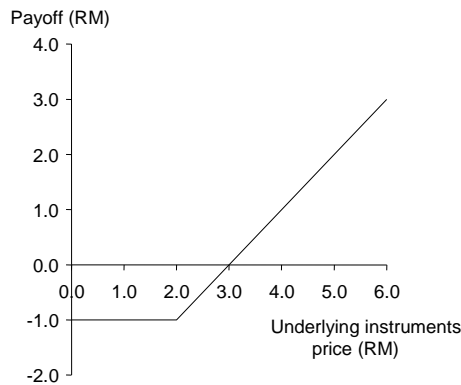
Spot level : In respect of a continuous trading session of the relevant Securities Exchange, the spot level as compiled and published by the Underlying Index Sponsor

Spot price : In respect of a Main Trading Phase, the price per Underlying Equity or Underlying ETF, as the case may be, concluded by means of automatic order matching on the relevant Securities Exchange as reported in the official real-time dissemination mechanism for the relevant Securities Exchange during the Main Trading Phase in accordance with the rules and regulations of the relevant Securities Exchange, excluding direct business transactions or direct trades

Warrants : Warrants are leveraged financial instruments which derive their value from some other Underlying Instrument and can provide exposure to the Underlying Instrument for a fraction of the price

Call warrants

The following is an illustration of the payoff relating to an investment in a call warrant where the price paid for a call warrant or the purchase price, is RM1.00 and the exercise price is RM2.00 (assuming no transaction or holding cost and the exercise ratio is 1 for 1)



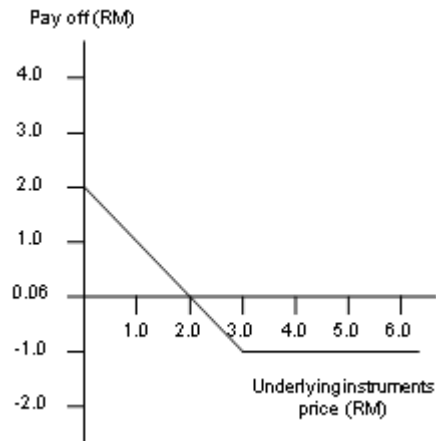
The payoff is equivalent to *the price of Underlying Instrument less exercise price less purchase price*. As illustrated, a positive payoff is attainable only if the Underlying Instrument price exceeds RM3.00. If the price of the Underlying Instrument is RM3.00 or less, the holder upon exercise, will realise a loss. The holder's loss, however, is limited to the purchase price of RM1.00 and any relevant transaction costs

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GENERAL FEATURES AND GLOSSARY OF TERMS RELATING TO STRUCTURED WARRANTS *(cont'd)*

Put warrants

The following is an illustration of the payoff relating to an investment in a put warrant where the price paid for a put warrant or the purchase price, is RM1.00 and the exercise price is RM3.00 (assuming no transaction or holding cost and the exercise ratio is 1 for 1)



The payoff is equivalent to *the exercise price less the price of Underlying Instrument less purchase price*. As illustrated, a positive payoff is attainable only if the Underlying Instrument price is below RM2.00. If the price of the Underlying Instrument is RM2.00 or more, the holder upon exercise, will realise a loss. The holder's loss, however, is limited to the purchase price of RM1.00 and any relevant transaction costs

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FINANCIAL TERMS

Delta : The relationship between the expected change in the warrant price and the corresponding change in the Underlying Instrument price, as follows:

$$\frac{\text{(Change in the warrant price x exercise ratio)}}{\text{Change in the Underlying Instrument price/level}}$$

Call warrants have positive delta, while put warrants have negative delta. For illustrative purposes only, given a delta of 50% of a call warrant with exercise ratio of 2, if the Underlying Instrument price increases by 20 sen, the call warrant price is expected to increase by 5 sen. Conversely, given a delta of -50% for a put warrant with exercise ratio of 2, if the Underlying Instrument price increases by 20 sen, the put warrant price is expected to reduce by 5 sen

Effective gearing : A measure of the theoretical change in the warrant price for a 1% change in the Underlying Instrument price. The formula for effective gearing is as follows:

$$\text{Gearing} \times \text{Delta}$$

For illustrative purposes only, a gearing of 10 and a delta of 50% would equate to an effective gearing multiple of 5 times, which implies that every RM1.00 exposure in a call warrant could equate to an effective exposure of RM5.00 in the Underlying Instrument

Exercise ratio : The number of warrants in exchange for 1 Underlying Instrument

Gearing : A measure of the ratio of Underlying Instrument to which exposure is gained by purchasing 1 call/put warrant. The formula for gearing is as follows:

$$\frac{\text{Underlying Instrument price/level}}{\text{(Warrant price x exercise ratio)}}$$

For illustrative purposes only, for a call warrant with an exercise ratio of 2, a gearing of 10 implies that every RM1.00 exposure in the call warrant could equate to an exposure of RM20.00 in the Underlying Instrument

Implied volatility : A measure of an Underlying Instrument's expected volatility as reflected by the market price of the traded warrant on that Underlying Instrument using an appropriate model

All things being equal, generally, the higher the expected volatility, the higher the warrant price

Premium : The premium is based on the following computation:

Call warrants

$$\frac{\text{(Call warrant price x exercise ratio) + Exercise price/level} - \text{Underlying Instrument price/level}}{\text{Underlying Instrument price/level}} \times 100\%$$

Put warrants

$$\frac{\text{(Put warrant price x exercise ratio) + Underlying Instrument price/level} - \text{Exercise price/level}}{\text{Underlying Instrument price/level}} \times 100\%$$

TABLE OF CONTENTS

1.	CORPORATE DIRECTORY	1
2.	INTRODUCTION	3
3.	PROSPECTUS SUMMARY	4
3.1	The Offer	4
3.2	Information on Affin Hwang IB	4
3.3	Purpose of the Offer	6
3.4	Risk factors	6
3.5	Risk management	14
4.	INFORMATION ON AFFIN HWANG IB	16
4.1	History and business	16
4.2	Share capital	19
4.3	Rating profile	20
4.4	Our Board	20
4.5	Our Management team	20
4.6	Affin Bank Group Structure	21
4.7	Subsidiaries	22
4.8	Financial highlights	23
4.9	Risk management	30
4.10	Other information	38
5.	PARTICULARS OF THE OFFER	43
5.1	Details of the Offer	43
5.2	Market Making	43
5.3	Further Issue	45
5.4	Purpose of the Offer	45
6.	RISK FACTORS	46
6.1	Risks relating to Affin Hwang IB	46
6.2	Risks relating to the Structured Warrants and the Underlying Instruments	50
6.3	Risks relating to ETF Structured Warrants	57
6.4	Risks relating to the CBBCs	60
6.5	Other risks	62
7.	APPROVALS AND CONDITIONS	65
8.	DIRECTORS' REPORT	66
9.	DECLARATION BY THE SOLICITORS	67
9.1	Solicitors	67
10.	ADDITIONAL INFORMATION	68
10.1	Material litigation	68
10.2	Consents	68
10.3	Documents for inspection	68
10.4	General	68
10.5	Notices and announcements relating to the Structured Warrants	68
10.6	Responsibility statements	69

TABLE OF CONTENTS *(cont'd)*

ANNEXURE I PRINCIPAL TERMS OF THE DEED POLL 70

Definitions 70

Part 1 Conditions Of The Cash-Settled Single Equity Call Or Put Warrants 78

Part 2 Conditions Of The Cash-Settled Single Index Call Or Put Warrants 92

Part 3 Conditions Of The Cash-Settled Single Exchange-Traded Fund Call Or Put Warrants 101

Part 4 Conditions Of The Cash-Settled Single Equity Callable Bull or Bear Certificates 114

Part 5 Conditions Of The Cash-Settled Single Index Callable Bull or Bear Certificates 130

Part 6 Conditions Of The Cash-Settled Single Exchange-Traded Fund Callable Bull or Bear
 Certificates 141

ANNEXURE II PRIVACY NOTICE 155

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1. CORPORATE DIRECTORY

Directors

Name	Address	Occupation	Nationality
Tunku Afwida binti Tunku A.Malek (Chairman / Independent Non-Executive Director)	No. 7, Jalan TR 9/6 Tropicana Golf & Country Resort 47410 Petaling Jaya Selangor Darul Ehsan	Director	Malaysian
Datuk Noor Azian binti Shaari (Independent Non-Executive Director)	No. 62, Jalan Kekabu Damansara Heights 50490 Kuala Lumpur	Director	Malaysian
Mr Eugene Hon Kah Weng (Independent Non-Executive Director)	10, Jalan 16/12B Seksyen 16 46350 Petaling Jaya Selangor Darul Ehsan	Director	Malaysian
Datuk Wan Razly Abdullah bin Wan Ali (Non-Independent Executive Director)	19, Jalan P16E Presint 16 62150 Putrajaya Wilayah Persekutuan Putrajaya	Director	Malaysian
Encik Hasli bin Hashim (Independent Non-Executive Director)	100, Lorong Zaaba Taman Tun Dr Ismail 60000 Kuala Lumpur	Director	Malaysian
Dato' Abdul Wahab bin Abu Bakar (Independent Non-Executive Director)	No. 7, Jalan 2/1E Seksyen 2 43650 Bandar Baru Bangi Selangor Darul Ehsan	Director	Malaysian
Ms Kong Yuen Ling (Non-Independent Non-Executive Director)	Unit 8, Beringin Residence No. 1, Jalan Beringin Bukit Damansara 50490 Kuala Lumpur	Director	Malaysian

Board Audit Committee

Our Board Audit Committee comprises the following members:

Name	Designation	Directorship
Mr Eugene Hon Kah Weng	Chairman	Independent Non-Executive Director
Datuk Noor Azian binti Shaari	Member	Independent Non-Executive Director
Encik Hasli bin Hashim	Member	Independent Non-Executive Director

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1. CORPORATE DIRECTORY *(cont'd)*

- Issuer** : Affin Hwang Investment Bank Berhad
(Company No. 197301000792 (14389-U))
27th Floor, Menara Boustead
69 Jalan Raja Chulan
50200 Kuala Lumpur
Telephone no.: 03-2142 3700
Website: www.affinhwang.com
- Company Secretary** : Syuhaiza binti Md Molawi @ Ismail (LS 0009770)
No. 5 Jalan Nirwana 6
Taman Nirwana
Ampang
68000 Selangor
- Registered Office/
Head Office** : 27th Floor, Menara Boustead
69 Jalan Raja Chulan
50200 Kuala Lumpur
Telephone no.: 03-2142 3700
Website: www.affinhwang.com
- Auditors** : PricewaterhouseCoopers PLT (LLP0014401-LCA & AF 1146)
Level 10, 1 Sentral
Jalan Rakyat
Kuala Lumpur Sentral
P.O. Box 10192
50706 Kuala Lumpur
Telephone no.: 03-2173 1188
Website: www.pwc.com/my
- Solicitors** : Zaid Ibrahim & Co.
Level 19, Menara Milenium
Pusat Bandar Damansara
50490 Kuala Lumpur
Telephone no.: 03-2087 9999
Website: www.zicolaw.com
- Rating Agency** : RAM Rating Services Berhad
(Company No. 200701005589 (763588-T))
Level 8, Mercu 2, KL Eco City
No.3, Jalan Bangsar, 59200
Kuala Lumpur, Malaysia
Telephone no.: 03-3385 2488
Website: www.ram.com.my
- Structured Warrants
Registrar** : Tricor Investor & Issuing House Services Sdn Bhd
(Company No. 197101000970 (11324-H))
Unit 32-01, Level 32, Tower A
Vertical Business Suite, Avenue 3, Bangsar South
No. 8, Jalan Kerinchi
59200 Kuala Lumpur
Telephone no.: 03-2783 9299
Website: www.tricorglobal.com
- Listing** : We will seek the approval of Bursa Securities for the listing of
and quotation for the Structured Warrants on the Structured
Warrants Board of Bursa Securities

2. INTRODUCTION

This Base Prospectus is dated 21 September 2022 and is valid until 20 September 2023.

We have registered a copy of this Base Prospectus with the SC. We have also lodged a copy of this Base Prospectus with the ROC. Neither the SC nor the ROC takes any responsibility for the contents of this Base Prospectus.

The Structured Warrants will be listed and traded on the Structured Warrants Board of Bursa Securities, subject to the approval of Bursa Securities.

Under Section 14(1) of the Central Depositories Act, the Structured Warrants are prescribed securities which are required to be deposited into the Central Depository System. Consequently, any dealings in these Structured Warrants will be carried out in accordance with the Central Depositories Act and Rules of Bursa Depository.

The completion of the Offer and Listing for each series of the Structured Warrants depends on the following:

- (i) for all Structured Warrants, there must be at least 100 Holders holding not less than 1 board lot of the relevant series of Structured Warrants each, or at least 50 Holders holding not less than 1 board lot each provided that each of these Holders subscribes for a minimum of RM100,000.00 of the relevant series of Structured Warrants each according to the Bursa Securities LR. 1 board lot comprises 100 Structured Warrants or such other number of Structured Warrants as permitted by the SC and/or Bursa Securities; and
- (ii) each issue of the relevant series of the Structured Warrants must be for a minimum total face amount of RM5 million according to the Bursa Securities LR.

The above mentioned requirement in (i) does not apply to an Issuer who provides liquidity for the Structured Warrants via Market Making in accordance with the Bursa Securities LR.

You should rely only on the information contained in this Base Prospectus and the relevant Term Sheets in respect of the Offer. We have not authorised anyone to give you any information that is not contained in this Base Prospectus and the relevant Term Sheets. You should also note that this Base Prospectus or any sale of the Structured Warrants shall not represent or imply that there has been no change in our affairs since the respective dates stated in this Base Prospectus.

We may update or amend this Base Prospectus from time to time by way of successor documents. You should ask us if any supplement to this Base Prospectus has been issued. Any supplement to this Base Prospectus will be available on Bursa Securities' website, www.bursamalaysia.com or on our website, www.affinhwang.com. These documents will also be available for inspection at our registered office during office hours for a period of 12 months from the date of this Base Prospectus.

The distribution of this Base Prospectus and the sale of the Structured Warrants are subject to Malaysian laws. We take no responsibility for the distribution of this Base Prospectus and the sale of the Structured Warrants outside Malaysia. This Base Prospectus may not be used as an invitation to purchase or an offer to sell any Structured Warrants in any jurisdiction or to any persons, if it would render such invitation or offer unlawful.

You should rely on your own evaluation to assess the merits and risks of the Offer and an investment in the Structured Warrants. In considering the investment, if you are in any doubt as to the action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately.

3. PROSPECTUS SUMMARY

This prospectus summary only highlights the key information from other parts of this Base Prospectus. It does not contain all the information that may be important to you. You should read and understand this Base Prospectus and the relevant Term Sheet before you decide whether to invest in the Structured Warrants.

3.1 The Offer

We propose to issue the following non-collateralised structured warrants:

- (i) European style cash-settled call or put warrants over a single equity;
- (ii) European style cash-settled call or put warrants over a single index;
- (iii) European style cash-settled call or put warrants over a single ETF;
- (iv) European style cash-settled CBBCs over a single equity;
- (v) European style cash-settled CBBCs over a single index; and
- (vi) European style cash-settled CBBCs over a single ETF,

where the equity(ies) and ETF are listed on, and index is based on Bursa Securities and/or Securities Exchange outside Malaysia which is a member of the World Federation of Exchanges or is approved by Bursa Securities.

The Structured Warrants will be offered from time to time by way of placement to selected investors or by way of Market Making.

We will issue the Structured Warrants from time to time through this Base Prospectus supported by a Term Sheet to be issued before we issue each series of the Structured Warrants.

Further information on the Offer and the Structured Warrants are set out in Section 5 and Annexure I to this Base Prospectus respectively.

3.2 Information on Affin Hwang IB

3.2.1 Background and business

Our Company was incorporated in Malaysia on 26 April 1973 under the Act as a private company with the registration number of 197301000792 (14389-U) and under the name of Southern Stock Brokers Sdn. Our Company was converted to a public company on 24 September 1996. Over the years, we have changed our names as follows:

Names	Date of Change
Hwang & Yusoff Securities Sdn.	3 July 1973
Hwang & Yusoff Securities Sdn. Bhd.	2 January 1980
Hwang-DBS Securities Sdn. Bhd.	1 September 1992
Hwang-DBS Securities Berhad	24 September 1996
Hwang-DBS Investment Bank Berhad	25 January 2007
HwangDBS Investment Bank Berhad	8 May 2007
Affin Hwang Investment Bank Berhad	18 September 2014

We are a licensed financial institution regulated by BNM under the Financial Services Act 2013, and are licensed to carry out investment banking business in Malaysia. We are also licensed by the SC to carry out the activities of dealing in securities, clearing for securities and derivatives, dealing in derivatives, advising on corporate finance and investment advice.

The following are the major events relating to our business:

- (i) On 22 January 2014 Affin Holdings Berhad entered into a conditional share sale and purchase agreement with Hwang-DBS (Malaysia) Berhad in relation to the acquisition of the 100% interest in us.
- (ii) In April 2014 Completion of the acquisition by Affin Holdings Berhad.
- (iii) On 20 September 2014 Completion of the merger of the businesses, assets and liabilities of Affin Investment Bank Berhad with that of HwangDBS Investment Bank Berhad.

3. PROSPECTUS SUMMARY (cont'd)

- (iv) On 28 February 2015 Completion of the transfer of the futures broking business of Affin Hwang Futures Sdn Bhd to us.
- (v) In February 2018 Completion of the reorganisation of Affin Holdings Berhad and its group of companies, with Affin Holdings Berhad transferring its listing status on the Main Market of Bursa Securities to Affin Bank.
- (vi) 29 July 2022 Completion of the disposal of our entire 63% equity interest in Affin Hwang Asset Management Berhad.

Further information on Affin Hwang IB and its business and operations are set out in Section 4 of this Base Prospectus.

3.2.2 Affin Hwang IB Group's financial highlights

	Unaudited 6 Months FPE 30			
	June 2022	--Financial year ended 31 December--		
	RM '000	2021	2020	2019
	RM '000	RM '000	RM '000	RM '000
CONSOLIDATED INCOME STATEMENTS				
Total income	116,123	702,089	814,990	538,849
Other operating expenses	(83,436)	(380,707)	(410,517)	(341,042)
Allowances for credit impairment losses	(1,929)	(36,963)	(49,620)	(21,231)
Share of results of associate, net of tax	-	-	1,146	459
Profit before zakat and taxation	30,758	284,419	355,999	177,035
Profit from discontinuing operation	55,646	-	-	-
Profit for the financial year/period	76,297	227,200	275,372	133,594
Basic EPS (sen)	7.13	22.28	29.63	13.23
Weighted average number of ordinary shares in issue ('000)	780,000	780,000	780,000	780,000
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION				
Assets				
Total assets	7,686,830	8,116,804	7,980,163	8,397,662
Liabilities and Equity				
Total liabilities	6,293,726	6,712,643	6,318,411	6,784,460
Shareholders' funds	1,393,104	1,404,161	1,661,752	1,613,202
Total liabilities and equity	7,686,830	8,116,804	7,980,163	8,397,662
Weighted average number of ordinary shares in issue ('000)	780,000	780,000	780,000	780,000
Net assets per ordinary share (RM)	1.79	1.80	2.13	2.07
FINANCIAL RATIOS (%)				
Common Equity Tier 1 capital ratio	28.88	31.43	35.12	34.43
Tier 1 capital ratio	29.79	32.51	36.05	35.19
Total capital ratio	30.47	33.03	36.46	35.96
Gross impaired loans and advances to gross loans and advances	5.62	7.27	9.13	9.02

3. PROSPECTUS SUMMARY *(cont'd)*

Further information is set out in Section 4.8 of this Base Prospectus.

3.3 Purpose of the Offer

The purpose of the Offer is to provide Structured Warrants to serve the investment needs of our clients and to diversify our revenue base. In addition, the Offer allows us to participate and contribute to the development of Structured Warrants market in Malaysia. Proceeds arising from the Offer will be utilised for our general working capital requirements and to defray expenses for the Offer.

Further information on the purpose of the Offer is set out in Section 5.4 of this Base Prospectus.

3.4 Risk factors

An investment in the Structured Warrants involves a certain degree of risk. You should therefore rely on your own evaluations and consult your professional independent adviser before investing in the Structured Warrants. Please read the following summary of risk factors together with the risk factors set out in Section 6 of this Base Prospectus (which may not be exhaustive) and the risk factors of the relevant Underlying Instruments set out in the relevant Term Sheets to be issued, in addition to other information contained elsewhere in this Base Prospectus, the relevant Term Sheets and any such document or information before investing in the Structured Warrants:

(i) Risks relating to Affin Hwang IB

- Our performance and credit risk

If you intend to purchase the Structured Warrants, you should note that you will be taking on our credit risk. You must therefore make your own assessment of our credit risk and our ability to perform our obligations in respect of the Structured Warrants. Should our rating agency downgrade the rating accorded to our outstanding debt securities, due to an increase in our credit risk this could result in a reduction in the price of the Structured Warrants.

- Trading by Affin Bank Group

Affin Bank Group may at any time purchase or buy-back the Structured Warrants and become the holder of the Structured Warrants. Any Structured Warrants so purchased may be held or resold and may also be surrendered for cancellation. Such cancellation of the Structured Warrants may only occur if all outstanding Structured Warrants have been purchased by Affin Bank Group.

To hedge our position or to unwind any hedging that may be undertaken, we or any other companies within the Affin Bank Group may also trade in the Structured Warrants, the Underlying Equities or any other securities and financial products relating to any of the Underlying Companies, Underlying ETF or Underlying Index. These trading activities may affect (positively or negatively) the following:

- (a) the price at which the Structured Warrants are traded on Bursa Securities;
- (b) the price of the Underlying Equities or the Underlying ETF (as the case may be) which are traded on Bursa Securities or other Securities Exchange outside Malaysia; or
- (c) the price/level at which any other securities and financial products relating to any of the Underlying Companies, Underlying ETF or Underlying Index that are traded on Bursa Securities or other Securities Exchange outside Malaysia.

- Potential and actual conflict of interests

Our Group may, from time to time deal in the Underlying Instruments for our proprietary accounts and for accounts under our management. Our Group may also issue other derivatives instruments in respect of the Underlying Instruments. Such transactions or introduction of such competing products into the marketplace may have a positive or negative effect on the value of the Underlying Instruments and consequently upon the value of the relevant Structured Warrants.

This risk of potential conflict of interest is mitigated by our establishment of the Internal Guidelines on Conflict of Interest and Chinese Wall as well as strict compliance with

3. PROSPECTUS SUMMARY (cont'd)

policies, regulations and guidelines issued (from time to time) by the SC, Bursa Securities and BNM.

- Exercise of discretion by us

We may exercise our discretion to:

- (a) make adjustments (for example, to the exercise price and/or exercise ratio of the Structured Warrants) in circumstances contemplated under the Terms such as in the event of a bonus issue, rights issue, subdivision or consolidation of the Underlying Equities or the Underlying ETF, or capital repayment by the Underlying Companies or management companies of the Underlying ETF; and
- (b) determine the applicable valuation period under the Terms,

which could affect the price of the Structured Warrants.

For further details on adjustment of the Terms, please refer to Condition 5 of Parts 1 to 3 and Condition 6 of Parts 4 to 6 of Annexure 1 of this Base Prospectus.

- Our dealings with respect to the Structured Warrants

We or any other companies within Affin Bank Group may:

- (a) buy and sell the Structured Warrants, the Underlying Equities, the Underlying ETF, other securities and financial products relating to any of the Underlying Companies, the Underlying ETF or Underlying Index, either as principal or agent; or
- (b) advise any of the Underlying Companies, the Underlying ETF or companies constituting the Underlying Index in relation to activities not connected with the issue of the Structured Warrants.

In addition, we, in connection with our business activities, may possess or acquire material information about the Underlying Companies, the Underlying ETF or companies constituting the Underlying Index. Such activities and information may have a negative effect on the value of the Underlying Equities, the Underlying ETF or Underlying Index and therefore on the value of the Structured Warrants.

- No investigation or review performed on the Underlying Companies, the Underlying ETF, the Underlying Index Sponsor or the companies constituting the Underlying Index

We have not performed any investigation or review on the business operations and prospects of the Underlying Companies. We have also not performed any investigation or review on the Underlying ETF, the Underlying Index Sponsor or the companies constituting the Underlying Index. Accordingly, your investment decision should be based upon your own independent assessment and appraisal of the Structured Warrants, the Underlying Companies, the Underlying ETF, the Underlying Index Sponsor and/or the shares of the companies constituting the Underlying Index. Investing in the Structured Warrants without adequate assessment and appraisals may lead to unanticipated losses that could have been avoided otherwise.

- Early termination due to liquidation, dissolution or winding-up of the Issuer

In the event of liquidation, dissolution, or appointment of a receiver and/or administrator in respect of the whole or substantial part of our undertakings, properties or assets, the Structured Warrants will be exercised early and settled in cash as determined by us, subject to the terms of the Deed Poll. Hence, there is a risk that the Structured Warrants may be cancelled before the relevant expiry date of such Structured Warrants and cause you to suffer a loss or a reduced profit.

You are advised to refer to Condition 10A of Part 1, Condition 7 of Part 2, Condition 10 of Part 3, Condition 11A of Part 4, Condition 8 of Part 5 and Condition 11 of Part 6 of Annexure I to this Base Prospectus for more details relating to such events.

3. PROSPECTUS SUMMARY (cont'd)

- Take-over or scheme of arrangement or any other form of reorganisation undertaken by the Issuer

In the event of a take-over or a scheme of arrangement or any other form of reorganisation undertaken by us or any other events having similar effects on the rights of the Holders, we may in our discretion make any adjustments to the rights attaching to the relevant Structured Warrants in a commercially reasonable manner.

You are advised to refer to Condition 8 of Part 1, Condition 7 of Part 2, Condition 10 of Part 3, Condition 11A of Part 4, Condition 8 of Part 5 and Condition 11 of Part 6 of Annexure I to this Base Prospectus for more details relating to such arrangement.

- Merger, amalgamation or reconstruction involving the Issuer

In the event of a merger, amalgamation or reconstruction involving us, the Group's profits and financial position could be affected from the event, hence potentially our ability to perform our obligations in respect of the Structured Warrants. However, the corporation, trust or other body into which we are merged, amalgamated or reconstructed shall assume all our liabilities and obligations in respect of the Structured Warrants so that your rights as Holders shall continue to exist and be enforceable to the same extent as provided under the Deed Poll.

(ii) Risks relating to the Structured Warrants and the Underlying Instruments

- General investment risks

The Structured Warrants are considered to be suitable only for those who fully understand the risks involved and are prepared to sustain a complete loss of the purchase price paid for the Structured Warrants. Fluctuations in the price or level of the Underlying Instruments will affect the price of the Structured Warrants but not necessarily in the same magnitude and direction.

This Base Prospectus does not take into account the investment objectives, financial situation and particular needs of each investor. The leverage provided by investing in the Structured Warrants means that a small percentage of change in the price or level of the Underlying Instruments may result in a larger percentage of change in the price of the Structured Warrants. You should therefore understand these risks fully before investing in the Structured Warrants.

- Holders have no shareholder / unitholder rights

The cash-settled Structured Warrants do not confer on the Holders any rights to the Underlying Equities, the Underlying ETF or the equities of the companies constituting the Underlying Index.

- Factors affecting the price of the Structured Warrants

The price at which the Structured Warrants trade on Bursa Securities depends on, amongst others, the price, level, volatility and liquidity of the Underlying Instruments and/or its constituent(s), the time remaining to expiration, changes in interim interest rates and dividend yields of the Underlying Instruments and/or its constituent(s) and the depth of the secondary market.

Changes in the price of the Underlying Equities and the Underlying ETF or the level of the Underlying Index can be unpredictable, sudden and large, and such changes may result in the price of the Structured Warrants to move in a direction which may have a negative impact on the return of your investment.

- Holders shall bear the risk of fluctuations in the price or level of the Underlying Instruments

The market price of the Structured Warrants at any time will be affected by, amongst others, fluctuations in the price or level of the Underlying Instruments. The leverage provided by investing in the Structured Warrants means that a small percentage of change in the price or level of the Underlying Instruments may result in a larger percentage of change in the price of the Structured Warrants. As such, the return on your investment will be negatively affected and you may risk losing your entire

3. PROSPECTUS SUMMARY (cont'd)

investment if the price or level of the Underlying Instruments does not move in the anticipated direction.

- Limited life of the Structured Warrants

The Structured Warrants have expiry dates and therefore, a limited life. After expiry, the Structured Warrants will cease to be traded and can no longer be exercised, hence will cease to have any value. It is possible that the Structured Warrants will expire without the Holders' expectations being realised.

- Risk of "European style" Structured Warrants

European style Structured Warrants are only exercisable on its expiry date. Accordingly, on the expiry date, if the cash settlement amount is zero or negative, you will lose the value of your investment.

- Structured Warrants as hedging instruments for investor

There are risks and complexities involved should you purchase the Structured Warrants for the purpose of hedging against the market risk associated with investing in or otherwise having the exposure to any Underlying Instruments. For example, there is no assurance that the price of the Structured Warrants will correlate with the movements of the Underlying Instrument. Hence, the Structured Warrants may not be a perfect hedge to the Underlying Instruments or portfolio of which the Underlying Instrument forms a part.

- Exercise price or exercise level and/or exercise ratio of the Structured Warrants are only adjusted under certain circumstances

An investment in the Structured Warrants involves valuation risks in relation to the Underlying Instruments. The price or level of the Underlying Instruments may increase or decrease over time due to various factors such as corporate actions by the Underlying Companies or management companies of the Underlying ETF. Corporate actions such as bonus issues, rights issues and subdivisions (such as stock splits) may have a dilutive effect.

Certain events relating to the Underlying Equities, Underlying ETF or Underlying Index (such as bonus issue or rights issue), require, or as the case may be, permit us to make adjustments or amendments to, amongst others, the exercise price or exercise level of the Structured Warrants, but only to the extent provided for in the Terms. Events in respect of which no adjustment is made to the exercise price or exercise level or exercise ratio may cause the Structured Warrants to be out-of-the-money and/or affect the trading price of the Structured Warrants and your return from the Structured Warrants.

You are advised to refer to Condition 5 of Part 1 to Part 3 and Condition 6 of Part 4 to Part 6 of Annexure I to this Base Prospectus and the Term Sheets for events that may cause adjustments to the exercise price or exercise level or exercise ratio of the Underlying Equities or the Underlying ETF or the Underlying Index.

- Suspension in the trading of the Underlying Equities or the Underlying ETFs or the Underlying Index and/or Structured Warrants

The suspension of the trading of the Structured Warrants, the Underlying Equities or the Underlying ETF on Bursa Securities or the relevant foreign Securities Exchange, or the suspension of the trading of the options or futures relating to the relevant Underlying Index on any options or futures exchanges, shall not preclude the Holders from exercising their rights under the Structured Warrants. However, we may in our discretion make adjustments to the rights attaching to the Structured Warrants.

If the suspension of trading in the Underlying Instruments occurs on any valuation date for determining the Cash Settlement Amount, the relevant valuation date and/or closing price/level shall be determined by the Issuer, as it reasonably deems fit subject to the terms of the Deed Poll. You are advised to refer to Condition 2.1.2 of Parts 1, 2, 3, Condition 2.1.1 of Parts 4, 5, and 6 in Annexure I of this Base Prospectus and the Term Sheet for more details.

3. PROSPECTUS SUMMARY (cont'd)

- Take-over offer or compulsory acquisition of the Underlying Company

In the event of a take-over offer or compulsory acquisition of equities in an Underlying Company, no cancellation of the relevant Structured Warrants shall be effected and the Structured Warrants shall remain valid and exercisable by the Holder until its expiry date, unless such take-over offer or compulsory acquisition results in the delisting, liquidation, dissolution or winding-up of the Underlying Company.

You are advised to refer to Condition 8 of Part 1 and Condition 9 of Part 4 of Annexure I to this Base Prospectus and the Term Sheets for more details.

- Merger, consolidation or sale of the assets of the Underlying Company

In the event of a merger, consolidation or sale of the assets of the Underlying Company wherein an Underlying Company may merge or consolidate with or into any other corporation or may sell or transfer all or substantially all of its assets, there is a risk that the Structured Warrants may be cancelled before the relevant expiry date of such Structured Warrants and cause you to suffer a loss or achieve a reduced profit.

You are advised to refer to Condition 7 of Part 1 and Condition 8 of Part 4 of Annexure I to this Base Prospectus for more details relating to such events.

- No prior market for the Structured Warrants or insufficient market information on the Underlying Equities, Underlying Index and/or Underlying ETF

As there has been no recent or prior market for a particular series of Structured Warrants before its issuance, there can be no assurance that an active market for that particular series of Structured Warrants will develop upon its listing, or if developed, that such market will sustain throughout the life of the Structured Warrants.

- Early termination due to delisting of or announcement to delist the Underlying Equities or the Underlying ETF and liquidation, dissolution or winding-up of the Underlying Companies or the Underlying ETF

If there is delisting of or announcement to delist the Underlying Equities or the Underlying ETF or liquidation, dissolution or winding-up of the Underlying Companies or the Underlying ETF, it is possible that the Structured Warrants will be terminated before the expiry date of the Structured Warrants without the Holders' expectations being realised.

- Composition of indices

The composition of an index is determined by the Index Sponsor and may be changed to reflect prevailing circumstances. You should be aware that changes in the composition of indices such as inclusion of new companies into an index or changing the companies' weighting in an index by an Underlying Index Sponsor may have an adverse impact on the relevant Underlying Index and the price of the relevant Structured Warrants.

- Determining the level of an Underlying Index

Certain events relating to the Underlying Index (including a material change in the formula or the method of calculating the index or a failure to publish the Underlying Index) permits us to:

- determine the level of the Underlying Index on the basis of the formula and method last in effect prior to such change of formula; or
- determine the level of the Underlying Index on the basis of the level of futures relating to the relevant Underlying Index.

Such events may result in changing the companies' weighting in an index, the inclusion of new companies into an index and/or the removal of companies from an index.

You should be aware that changes in the composition of indices may have an adverse impact on the relevant Underlying Index and the price of the relevant Structured Warrants.

Alternatively, we may deem the relevant series of Structured Warrants exercised and settled in cash.

3. PROSPECTUS SUMMARY (cont'd)

- Delay in or abortion of the Listing

The occurrence of certain events, including but not limited to the following, may cause a delay in or abortion of the listing for each series of the Structured Warrants on Bursa Securities:

- (a) we are unable to meet the public spread requirement as stipulated by Bursa Securities; or
- (b) the minimum total face amount of RM5 million of each series of Structured Warrants is not met.

For issuance made by way of placement, where you have made payment for the application of the Structured Warrants prior to its listing, the delay in the listing of the Structured Warrants may cause you an opportunity loss, amongst others, where the movement in price of the Underlying Instruments referenced by the Structured Warrants are in your favour.

- Inherent risks relating to the Underlying Companies

The Underlying Companies are typically engaged in diversified businesses. Accordingly, they are subject to risks inherent in their respective industries. The occurrence of any event which may have a material or adverse effect on the industries in which such Underlying Company operates may affect the value of the relevant Underlying Equities and/or Underlying ETFs on the relevant Securities Exchanges. This may, in turn, adversely affect the trading price of the Structured Warrants.

- Material litigation involving the Underlying Companies

The Underlying Companies may from time to time be involved in material litigation which may have a material or adverse effect on the value of the relevant Underlying Equities and/or Underlying ETFs on the relevant Securities Exchanges. This may, in turn, adversely affect the trading price of the Structured Warrants.

(iii) Risks relating to ETF Structured Warrants

- Yield

The return of the ETF Structured Warrants, unlike Underlying ETF or the Underlying ETF Assets are affected by factors such as gearing effect, time decay and volatility. Therefore, the returns on the ETF Structured Warrants may not be directly comparable to returns that would be earned if investments were made in the units of the Underlying ETF or the Underlying ETF Assets.

- Derivatives risk

To achieve the investment objective of the Underlying ETF, the management company of the Underlying ETF may use financial derivatives and the use of these derivative contracts bears certain risks. The risks may increase in certain market conditions and in the event that the risk materialises, the net asset value per unit of the Underlying ETF may be adversely affected and consequently you may sustain a loss on your investment in the ETF Structured Warrants.

- Tracking error risk

Changes in the price of the Underlying ETF units may not result in the exact changes in the net asset value per unit of the Underlying ETF and consequently the value of the ETF Structured Warrants. This is due to, amongst others, the following factors:

- (a) the fees and expenses incurred by the Underlying ETF such as transactional expenses and taxes incurred; and/or
- (b) regulatory requirements and policies (for example, where the underlying asset pool or index or market that the Underlying ETF tracks is subject to restricted access).

You may suffer losses if a tracking error has occurred and it affects the value of the ETF Structured Warrants.

3. PROSPECTUS SUMMARY (cont'd)

- Risks associated with certain Underlying ETF Assets

Certain risks (e.g. risks on shares, pooled investment vehicles, indices, real estate, commodities, structured finance securities and others) may be associated with investment in particular Underlying ETF Assets which will affect the value of the units of the Underlying ETF, and consequently the ETF Structured Warrants.

- Merger or consolidation of the Underlying ETF

We may in good faith amend the rights attached to the ETF Structured Warrants in the event where an announcement is made that the Underlying ETF:

- (a) is to or may merge with or into any other ETF;
- (b) consolidate with or into any other ETF; or
- (c) all or substantially all of its assets are or may be sold or transferred.

In the event an Underlying ETF is to or may merge with or consolidate with or into any other ETF or otherwise sell or transfer all or substantially all of its assets, there is a risk that the Structured Warrants may be cancelled before its expiry date and cause you to lose some or all of your investment in the ETF Structured Warrants.

You are advised to refer to Condition 7 of Part 3 and Condition 8 of Part 6 of Annexure I to this Base Prospectus for more details relating to such events.

(iv) Risks relating to the CBBCs

- General investment risks

The CBBCs are considered to be suitable only for those who fully understand the risks involved and are prepared to sustain a complete loss of the purchase price paid for the CBBCs. The price of the CBBCs may fall in value as rapidly as it may rise and you may sustain a total loss of your investment.

- Irrevocability of mandatory call event

A mandatory call event is irrevocable unless it is triggered as a result of the occurrence of any of the following events:

- (a) system malfunction or other technical errors of the relevant Securities Exchange; or
- (b) manifest errors caused by the relevant third party price source where applicable,

in each case, such mutual agreement must be reached between the relevant Securities Exchange and us. You may suffer losses if a mandatory call event is triggered resulting in the suspension of trading and termination of the CBBCs before the expiry date. You are advised to refer to Condition 2.1 of Parts 4, 5 and 6 of Annexure I to this Base Prospectus for more details relating to mandatory call event.

- Delay in announcement of mandatory call event

There may be a delay in the announcement of a mandatory call event due to technical errors, system failures and/or other factors that are beyond our reasonable control and the control of Bursa Securities. CBBCs trades that are executed after the mandatory call event may be cancelled by us or Bursa Securities even if the CBBCs are not suspended immediately after a mandatory call event. You may suffer losses if your trades which have been executed after the mandatory call event and before suspension of trading of the CBBCs are not cancelled as a result of such delay.

- Non-recognition of post mandatory call event trades

After the occurrence of the suspension of trading of the CBBCs and termination of the same due to a mandatory call event, all subsequent trades ("Post MCE Trades") in the CBBCs executed after the mandatory call event may be cancelled and may not be recognised by us or Bursa Securities. You may suffer losses as a result of the suspension of trading and/or non-recognition of trades after the mandatory call event.

3. PROSPECTUS SUMMARY (cont'd)

- Fluctuation in the funding cost

The purchase price paid by you will include such funding cost. In general, the longer the duration of the CBBC, the higher the funding costs will be paid upfront. The funding costs decline over time as the CBBC moves towards expiry.

You may suffer losses if the CBBC is called and terminated before the expiry date as the cash settlement amount (if any) may not contain a refund of any part of such funding costs even though the actual period of funding for the CBBC is shorter.

- Issuer's hedging and unwinding activities may affect value of CBBCs

Our hedging activities or the hedging activities of the companies within the Affin Bank Group related to the CBBCs and/or other financial instruments issued by us from time to time may have an impact on the price or level of the Underlying Instruments and may trigger a mandatory call event.

Upon the occurrence of a mandatory call event, we or our related parties may unwind any hedging transactions relating to the CBBCs. Such unwinding activities after the occurrence of a mandatory call event may affect the price or level of Underlying Instrument and consequently the residual value for the CBBCs.

- Limited life of the CBBCs

The CBBCs have expiry dates and therefore a limited lifespan. However, the lifespan of a CBBC may even be shorter if a mandatory call event occurs before the expiry date.

You may suffer losses if the CBBC is called and terminated before the expiry date as you will lose the funding cost of the CBBC for the remaining period and will not benefit from subsequent price movement of the Underlying Instrument.

- Correlation between the price of a CBBC and the price or level of the Underlying Instrument

The value of the CBBCs may not correlate with the movement of the price or level of the Underlying Instrument. Any change in the value of that CBBCs at such time may be incomparable and disproportionate to the change in the price or level of the Underlying Instrument. You should carefully consider, amongst other things, the factors set out in the Terms to the CBBCs before dealing in the CBBCs.

(v) Other risks

- Economic and political uncertainties

The financial and business prospects of an Underlying Company, the performance of the Underlying Index or Underlying ETF may be affected by economic and political uncertainties. Such uncertainties include but are not limited to, changes in political leadership, expropriation, nationalisation (which involves the government or state taking ownership and control of the industry), may have a negative impact on the price of the Underlying Equities, the performance of the Underlying Index or Underlying ETF. Hence, the corresponding Structured Warrants may also decline in value.

- Market and Settlement Disruption Events

You should note that the occurrence of a Market Disruption Event can delay the determination of the closing prices and consequently the settlement of the Structured Warrants. The occurrence of a Settlement Disruption Event will also delay the settlement date of the Structured Warrants.

- Timeliness and limitation of information regarding the Underlying Equities, Underlying ETF or Underlying Index

You should be aware that the risk of delay in the transmission, incompleteness or unavailability of information by the third party sources may materially and adversely affect the price of the Structured Warrants.

3. PROSPECTUS SUMMARY (cont'd)

- Exchange rate risk where cash settlement amount may be converted from a foreign currency into Ringgit Malaysia

You should note that there may be an exchange rate risk where the cash settlement amount may be converted from a foreign currency into Ringgit Malaysia or where the Underlying Instrument is denominated in a foreign currency. The conversion may potentially result in foreign exchange losses if there is any adverse movement in the exchange rate and the Holders will bear the relevant exchange rate risk.

- Compliance with the relevant laws and regulations by the Underlying Companies, Underlying ETF or Underlying Index Sponsor

The performance of the relevant Underlying Equity and/or Underlying ETF on the relevant Securities Exchanges may be affected due to failure to comply with relevant laws and regulations by the Underlying Companies, the Underlying ETF manager, the Underlying Index Sponsor or the companies constituting the Underlying Index, which may consequentially affect the value and/or performance of our Structured Warrants. You should make your own enquiries, and where appropriate, obtain prior advice in relation to any investment decision.

- COVID-19 pandemic and possible similar future outbreaks

The COVID-19 pandemic was officially declared a health pandemic by the Director General of the World Health Organization on 11 March 2020. In light of the COVID-19 pandemic, the Malaysian Government had announced various stages of lockdown measures across different states or localities in the country at different points in time since 18 March 2020 until the LPD namely the Movement Control Order (“**MCO**”), conditional MCO, recovery MCO, enhanced MCO, full lockdown MCO (“**FMCO**”) as well as the National Recovery Plan (“**NRP**”).

The COVID-19 pandemic and any possible future outbreaks of viruses may have significant adverse effect on the financial and business prospects of an Underlying Company, the performance of the Underlying Index or Underlying ETF and consequently materially and adversely affect the performance of the Structured Warrants.

The COVID-19 pandemic and any possible future outbreaks may also have a negative effect on the financial markets in which the Group operates in, which could in turn affect the Group’s profits and financial position, hence potentially our ability to perform our obligations in respect of the Structured Warrants.

You should evaluate the Structured Warrants on your own or consult your investment adviser.

- Effect of the combination of risk factors unpredictable

Two or more risk factors may simultaneously have an effect on the value of a Structured Warrant. As such, the effect of any combination of risk factors on the value of a Structured Warrant may be unpredictable.

Details on the above risk factors are set out in Section 6 of this Base Prospectus.

3.5 Risk management

We have established risk management policies and frameworks to ensure that key risks such as the credit, market, liquidity and operational risks in our operations are adequately managed and mitigated.

The Risk Management Department (“**RMD**”) is primarily responsible for the development and maintenance of our risk management policies and framework and supports the functions of the Asset & Liability Committee (“**ALCO**”), Compliance and Risk Oversight Committee (“**CROC**”), Board Risk Management Committee (“**BRMC**”) as well as group committees of the Affin Bank Group.

Our Board is ultimately responsible for assuming the risks inherent in our business activities and defining the policies for governing those activities. BRMC is responsible to support our Board in the oversight of our risk management framework and policies. Senior Management is collectively

3. PROSPECTUS SUMMARY (cont'd)

responsible for the effective management of the risks by ensuring that day-to-day management of Affin Hwang IB's activities are consistent with the risk strategy, including risk appetite and policies approved by the Board.

Both CROC and ALCO are sub-committees of AHIB's Senior Management Committee ("**SMC**"). Their primary functions are to provide oversight, on behalf of SMC, on the management of credit, market, liquidity and operational risks as well as assets and liabilities management of Affin Hwang IB. On the other hand, SMC (which comprises key Senior Management) provides oversight of the financial, business and operational performance of Affin Hwang IB as a whole and promotes a sound risk and compliance culture and practices within Affin Hwang IB.

Under the credit authority framework approved by our Board, our Group Management Credit Committee and Affin Bank Group's Board Credit Review and Recovery Committee are authorised to review and approve, reject or modify proposals for credit and underwriting applications. Impaired credits are independently managed by Affin Bank Group's Credit Resolution Committee.

RMD serves as an independent and neutral party in providing comprehensive and independent views of bank-wide risks.

The following are the risks which our Group is generally exposed to:

- (a) Credit risk;
- (b) Market risk;
- (c) Liquidity risk; and
- (d) Operational risk.

Further information on our risk management framework is set out in Section 4.9 of this Base Prospectus.

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4. INFORMATION ON AFFIN HWANG IB

4.1 History and business

4.1.1 History and background

Our Company was incorporated in Malaysia on 26 April 1973 under the Act as a private company under the name of Southern Stock Brokers Sdn. and was converted to a public company on 24 September 1996. Over the years, we have changed our names as follows:

Names	Date of Change
Hwang & Yusoff Securities Sdn.	3 July 1973
Hwang & Yusoff Securities Sdn. Bhd.	2 January 1980
Hwang-DBS Securities Sdn. Bhd.	1 September 1992
Hwang-DBS Securities Berhad	24 September 1996
Hwang-DBS Investment Bank Berhad	25 January 2007
HwangDBS Investment Bank Berhad	8 May 2007
Affin Hwang Investment Bank Berhad	18 September 2014

We are currently a licensed financial institution regulated by BNM under the Financial Services Act 2013, and are licensed to carry out investment banking business in Malaysia. We are also licensed by the SC to carry out activities of dealing in securities, clearing for securities and derivatives, dealing in derivatives, advising on corporate finance and investment advice.

In April 2013 and January 2014, our holding company, Affin Holdings Berhad ("**Affin Holdings**") announced the approvals received from the Bank Negara Malaysia, Ministry of Finance Malaysia and Securities Commission Malaysia for:

- its proposed acquisition of 100% interest in us (then known as HwangDBS Investment Bank Berhad ("**Hwang IB**") from Hwang-DBS (Malaysia) Berhad ("**Hwang-DBS**");
- the acquisition of interests in other financial service businesses of Hwang-DBS; and
- the proposed merger of the businesses, assets and liabilities of Affin Investment Bank Berhad ("**Affin IB**") with that of ours (i.e. Hwang IB) ("**Merger**").

On 22 January 2014, Affin Holdings entered into a conditional share sale and purchase agreement with Hwang-DBS for the acquisition of 100% interest in us (then known as Hwang IB) and the acquisition of interests in other financial service businesses of Hwang-DBS, including the acquisition of 17% interest in Hwang Investment Management Berhad ("**Hwang IM**") held by Y.A.M. Tunku Dato' Seri Nadzaruddin Ibni Almarhum Tuanku Ja'afar ("**Acquisition**").

The Acquisition entailed Hwang-DBS undertaking a pre-closing reorganisation which resulted in Hwang IM, Asian Islamic Investment Management Sendirian Berhad ("**AIIM**") and HDM Futures Sendirian Berhad ("**HDM Futures**") becoming our subsidiaries (i.e. subsidiaries of Hwang IB).

The Acquisition was completed in April 2014. Following the Acquisition, Affin Holdings owned 100% interest in us (then known as Hwang IB) and we in turn owned 100% interest in HDM Nominees (Tempatan) Sdn. Bhd., 100% interest in HDM Nominees (Asing) Sdn. Bhd., 100% interest in HDM Futures, 70% interest in Hwang IM and 49% interest in AIIM.

Subsequently, on 18 September 2014, we changed our name from Hwang IB to our present name Affin Hwang Investment Bank Berhad.

Hwang IM changed its name to its present name Affin Hwang Asset Management Berhad ("**Affin Hwang AM**") on 2 September 2014. Following the Acquisition, the Merger was implemented whereby the businesses of Affin IB and its subsidiaries providing nominees services were merged with that of ours (i.e. the business of Hwang IB). The Merger was completed on 20 September 2014 and Affin IB surrendered its banking licence and Capital Markets Services Licence to BNM and SC respectively.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

On 20 September 2014, our 70%-owned subsidiary, Affin Hwang AM, completed the acquisition of 51% interest in AIIM from Nikko Asset Management Asia Limited and 49% interest in AIIM from us. This resulted in AIIM (now known as AIIMAN Asset Management Sdn. Bhd.) becoming a wholly-owned Islamic fund management subsidiary of Affin Hwang AM, to streamline the asset management business of our Group under Affin Hwang AM.

On 22 September 2014, pursuant to the Merger involving the two investment banking businesses (of the former Affin IB and Hwang IB), we operated as a single entity (i.e. as Affin Hwang IB). Affin Hwang IB Group commenced its combined operations under the new brand name of Affin Hwang Capital, with investment bank operations under Affin Hwang IB and the asset management operations under Affin Hwang AM.

On 28 February 2015, pursuant to the Merger, we completed the transfer of the futures broking business of HDM Futures (now known as Affin Hwang Futures Sdn. Bhd.) to us. Our broking team provides advisory services as well as dealing and trade execution services to our clients.

The Merger has provided us with the opportunity to combine our operations and businesses with the 'Hwang' brand to strengthen and expand our investment banking platform. Today, we offer a wide range of financial products and services under our Group such as margin financing and structured debt instrument via our corporate and institutional coverage, corporate finance, debt markets, equity capital markets, treasury, investment research, advisory services as well as trustee services.

On 16 October 2017, following a reorganisation of Affin Holdings and its group of companies, we became a wholly-owned subsidiary of Affin Bank. The entire reorganisation of Affin Holdings was completed in February 2018 with Affin Holdings transferring its listing status on the Main Market of Bursa Securities to Affin Bank.

On 29 July 2022, Affin Hwang AM and its subsidiaries, including AIIMAN Asset Management Sdn. Bhd., ceased to be our subsidiaries following the completion of the disposal of our entire 63% equity interest in Affin Hwang AM.

4.1.2 Business overview

The business divisions applicable to our Group are set out and described below.

(i) **Investment Banking**

Our Investment Banking business consists of Corporate Finance, Debt Markets, Equity Capital Markets, Client Coverage, Corporate Credit, Mergers and Acquisitions and Treasury and Markets.

Corporate Finance

Our Corporate Finance department provides advisory services for mergers and acquisitions, restructuring, initial public offerings ("**IPO**"), equity fund raising and independent advisory opinions. Working together with our Debt Markets and Equity Capital Market departments, we are able to provide a range of advisory services and products to suit the specific circumstances and strategic objectives of our clients.

Debt Markets

Our Debt Markets department offers services such as advisory, fund raising and bond underwriting. We assist clients with the issuance of private debt securities ("**PDS**"), including bonds (exchangeable and convertible bonds), commercial papers, medium term notes, Shariah-compliant PDS comprising sukuk structures and asset backed securities. We also arrange loan syndications and club deals.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

Equity Capital Markets

Our Equity Capital Markets department (ECM) works closely with public, private & government-linked companies and provides equity advisory services to corporates.

ECM's core focus is on origination, structuring and distribution. Additionally, ECM provides the following options for capital raising: IPOs, follow-on issuances, convertible issuances, private placements and rights issues. A follow-on issuance is an issuance of additional shares made by a company after its IPO. Convertible issuances on the other hand, are hybrid instruments that possess features of both debt and equity. Convertible issuances are typically issued in the form of bonds or preferred shares, that can be converted into common stock upon maturity.

Client Coverage

Our Client Coverage department is tasked with servicing our core corporate customers for their investment banking and financing needs.

Our Client Coverage department offers customer relationship management and business development for our Group, primarily focusing on sourcing and originating investment banking mandates for the Corporate Finance Department, Equity Capital Markets Department and Debt Markets Department as well as Mergers & Acquisitions ("M&A"). Additionally, our department also monitors deal execution to ensure timely implementation and successful completion of deals.

Corporate Credit

Our Corporate Credit department (CCD) is principally involved in undertaking credit evaluation and processing for financing activities under share margin financing, portfolio lending as well as financing activities in support of investment banking transactions such as IPOs, rights issues and mergers & acquisitions.

Mergers and Acquisitions

Our Mergers and Acquisitions team provides deal origination, advisory and implementation of M&A transactions for both buy-side and sell-side clients including evaluation of takeovers, divestitures, management buyouts and/or acquisitions. Our approach to M&A (e.g. the process of combining two companies into one) includes process management (i.e. practices associated with aligning business processes with the strategic goals of the organization, designing and implementing new processes, measuring processes, and training and organizing managers to effectively manage the processes), structuring and regulatory advisory and negotiation tactics for such corporate exercises.

Treasury and Markets

Our Treasury and Markets business provides corporations, financial institutions and individual clients with a range of Treasury and Capital Market products.

Apart from deposits, our Treasury and Markets business provides clients with a variety of funds, money market, capital market and foreign exchange products. This includes advisory services and liquidity management (i.e. cash flow management, borrowing and lending money).

Through our fixed income research, we provide clients with market and product information to help them implement investment strategies. We also distribute and trade money market and capital market instruments (i.e. corporate bonds and sukuk) on both primary and secondary markets.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

Our product suite includes Malaysian government securities, government Islamic bonds, BNM monetary notes, corporate bonds, forex, interest rate derivatives, cross-currency swaps, fixed deposits and negotiable instrument of deposit.

(ii) **Securities**

Our Securities business provides access via equity broking to our clients seeking to trade listed securities on Bursa Malaysia and major international exchanges. In addition, our issuance and market making of Structured Warrants is within the purview of the Securities business.

Our portfolio of clients includes corporate and institutional investors, as well as individuals, high-net-worth clients and family offices. A family office is a privately held company that handles investment and wealth management for a family, with the goal of effectively growing and transferring wealth across generations.

We are also a futures broker in Malaysia. We provide advisory services as well as dealing and trade execution services to our clients. As a general trading participant of Bursa Malaysia Derivatives Berhad, we trade in a range of equity, commodity and financial derivative products. We are also a clearing participant of Bursa Malaysia Derivatives Clearing Berhad.

Research

Our Research serves our institutional and retail clients and allow them to explore new investment opportunities and manage their risks. Our market insights and reports cover a range of issues – from macro and regional economics to deep insights on the Malaysian economy. We provide analytics of both macro and equities with a deep focus on the Malaysian economy, as well as sectors and companies under our coverage.

Our clients include corporate and institutional investors, as well as individuals (including high-net-worth individuals and family offices). We provide our insights to these different audiences to help to implement investment strategies.

Together with our other business lines we regularly publish our insights, hold annual conferences for our institutional investors and organise market outlook talks for our institutional and individual clients.

(iii) **Trustee**

Affin Hwang Trustee Berhad is an independent private trust services provider that is backed by the Affin Hwang IB Group. We cater for wealth preservation, distribution and transition of wealth from one generation to the next.

4.2 Share capital

As at LPD, our share capital is as follows:

	No. of shares	Amount (RM)
Share capital:		
Issued and fully paid-up ordinary shares	780,000,000	999,800,000*

Note: *Pursuant to the no par value regime under the Act and the capitalisation of our share premium account, our total issued share capital has increased from RM780,000,000 to RM999,800,000.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

4.3 Rating profile

As stated in Section 6.1.1, if you intend to purchase the Structured Warrants, you would be taking on the credit risk of our Company. You must therefore make your own assessments of the credit risk associated with our Company.

Our current rating assigned by a rating agency is as follows:

Rating Agency	Rating Classification	Definition
RAM Rating Services Berhad	Long Term Financial Institution Rating: AA3/Negative (A "Negative" outlook reflects the possibility of the rating being lowered)	A financial institution rated AA has a strong capacity to meet its financial obligations. The financial institution is resilient against adverse changes in circumstances, economic conditions and/or operating environments.
	Short Term Financial Institution Rating: P1	A financial institution rated P1 has a strong capacity to meet its short-term financial obligations. This is the highest short-term financial institution rating assigned by RAM Ratings.
	Date reaffirmed: 29 October 2021	

4.4 Our Board

As at the LPD, our Directors comprise the following:

Name	Directorship
Tunku Afwida binti Tunku A.Malek	Chairman / Independent Non-Executive Director
Datuk Noor Azian binti Shaari	Independent Non-Executive Director
Mr Eugene Hon Kah Weng	Independent Non-Executive Director
Datuk Wan Razly Abdullah bin Wan Ali	Non-Independent Executive Director
Encik Hasli bin Hashim	Independent Non-Executive Director
Dato' Abdul Wahab bin Abu Bakar	Independent Non-Executive Director
Ms Kong Yuen Ling	Non-Independent Non-Executive Director

4.5 Our Management team

Our Management team as at the LPD is set out below:

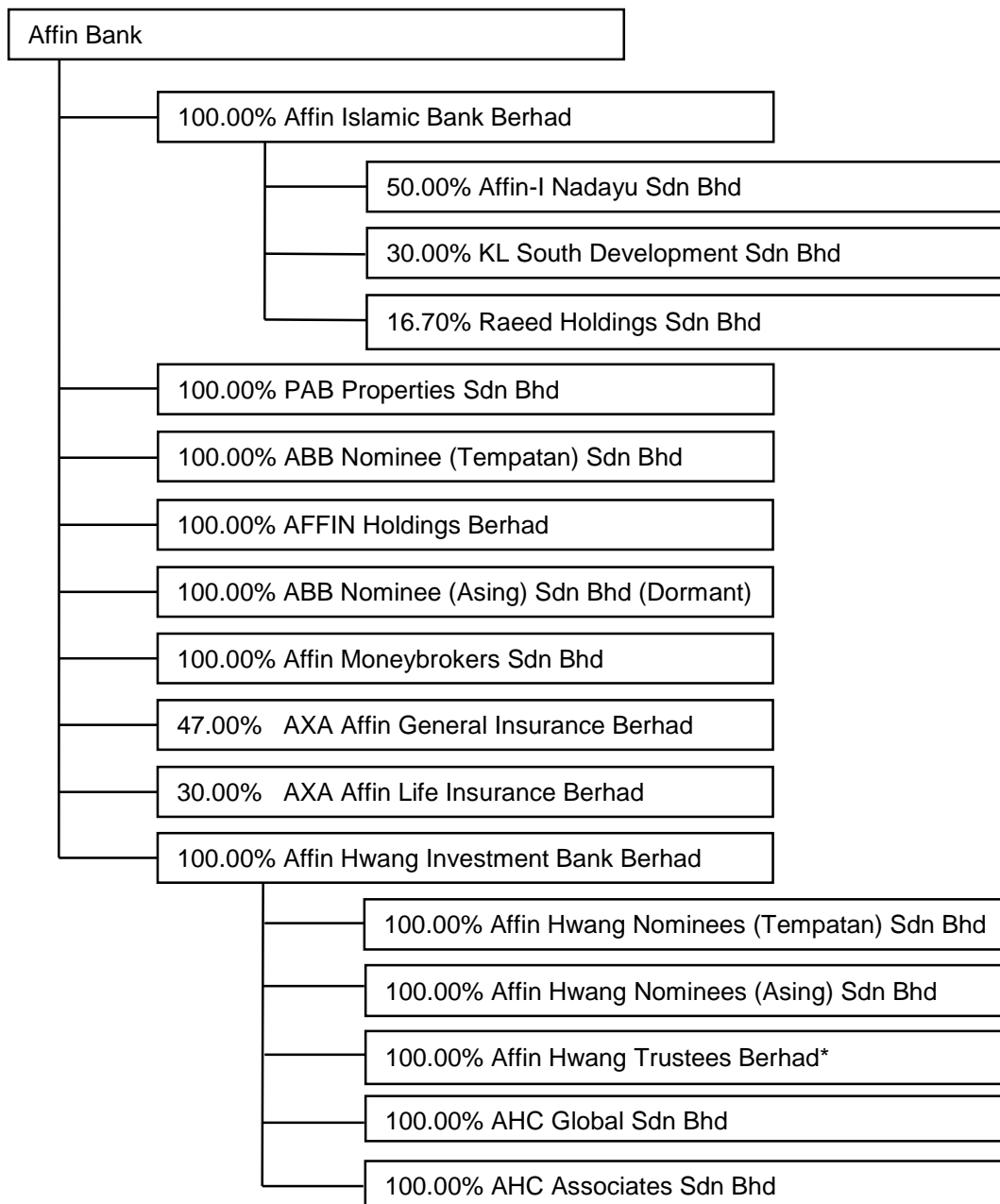
Name	Position
Dato' Mona Suraya Binti Dato' Kamaruddin	Chief Executive Officer
Kameel Abdul Halim	Chief Operating Officer
Mustafa Shafiq Bin Razalli	Chief Financial Officer
Nor Azliza Abd Rahman	Chief People Officer

4. INFORMATION ON AFFIN HWANG IB (cont'd)

Name	Position
Vacant	Managing Director, Investment Banking
Ng Meng Wah	Managing Director, Securities
Tan Kok Toon	Head, Treasury & Markets

4.6 Affin Bank Group Structure

As at the LPD, Affin Bank Group's structure is as follows:



4. INFORMATION ON AFFIN HWANG IB (cont'd)

Note: *Held by the following companies with direct shareholdings of 20% each

- I. Affin Hwang Investment Bank Berhad
- II. Affin Hwang Nominees (Tempatan) Sdn Bhd
- III. Affin Hwang Nominees (Asing) Sdn Bhd
- IV. AHC Associates Sdn Bhd
- V. AHC Global Sdn Bhd

4.7 Subsidiaries

Details of our subsidiaries are as follows:

Company	Date and place of incorporation	Issued and paid-up capital RM (unless stated otherwise)	Effective equity interest %	Principal activities
Affin Hwang Nominees (Tempatan) Sdn Bhd	10.08.1978 Malaysia	1,331,000 (1,331,000 ordinary shares fully paid-up)	100.00	Provision of nominee services to local clients
Affin Hwang Nominees (Asing) Sdn Bhd	11.10.1993 Malaysia	1,326,005 (1,326,005 ordinary shares fully paid-up)	100.00	Provision of nominee services to foreign clients
Affin Hwang Trustee Berhad*	03.12.1990 Malaysia	6,500,000 (1,300,000 ordinary shares of RM10 each are partly paid-up at RM5 each)	100.00	Trustee services
AHC Associates Sdn Bhd	03.06.2016 Malaysia	1,332,444 (1,332,444 ordinary shares fully paid-up)	100.00	Investment holding
AHC Global Sdn Bhd	02.06.2016 Malaysia	1,332,444 (1,332,444 ordinary shares fully paid-up)	100.00	Investment holding

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4. INFORMATION ON AFFIN HWANG IB (cont'd)

4.8 Financial highlights

The financial statements of the Affin Hwang IB Group have been prepared in accordance with the Malaysian Financial Reporting Standards ("MFRS"), International Financial Reporting Standards ("IFRS"), and the requirements of the Companies Act 2016 in Malaysia. The following consolidated financial statements should be read in conjunction with the annual financial statements for the financial years ended 31 December 2019 to 2021 which can be downloaded from our Affin Hwang IB Group's website at www.affinhwang.com.

Consolidated statements of income

Our Group's audited consolidated financial statements for the past 3 financial years ended 31 December 2019 to 2021 and unaudited six (6) months FPE 30 June 2022 are set out below:

	Unaudited 6 Months FPE			
	30 June 2022	--Financial year ended 31 December--		
	2022	2021	2020	2019
	RM '000	RM '000	RM '000	RM '000
Interest income	100,807	191,965	210,814	289,145
Interest expense	(60,935)	(127,487)	(154,574)	(225,488)
Net interest income	39,872	64,478	56,240	63,657
Fee and commission income	48,182	857,071	667,499	480,202
Fee and commission expense	-	(340,662)	(216,802)	(145,477)
Net fee and commission income	48,182	516,409	450,697	334,725
Net gains and losses on financial instruments	24,093	107,508	288,707	130,683
Other operating income	3,976	13,694	19,346	9,784
Net income	116,123	702,089	814,990	538,849
Other operating expenses	(83,436)	(380,707)	(410,517)	(341,042)
Operating profit before allowances	32,687	321,382	404,473	197,807
Net allowances for credit impairment losses	(1,929)	(36,963)	(49,620)	(21,231)
Share of results of associate, net of tax	-	-	1,146	459
Profit before zakat and taxation	30,758	284,419	355,999	177,035
Zakat	(167)	(2,758)	(4,929)	(2,530)
Profit before taxation	30,591	281,661	351,070	174,505
Taxation	(9,940)	(54,461)	(75,698)	(40,911)
Profit from continuing operation	20,651	227,200	275,372	133,594
Profit from discontinuing operation	55,646	-	-	-
Profit for the financial year/period	76,297	227,200	275,372	133,594
Attributable to:				
Equity holders of the Bank	55,606	173,811	231,138	103,197
Non-controlling interest	20,691	53,389	44,234	30,397
	76,297	227,200	275,372	133,594
Earnings per share (sen):				
Basic/Fully diluted				
Continuing operations	2.65	22.28	29.63	13.23
Discontinuing operation	4.48	-	-	-
	7.13	22.28	29.63	13.23

4. INFORMATION ON AFFIN HWANG IB (cont'd)

Consolidated statements of financial position

Our Group's audited consolidated statements of financial position for the past 3 financial years ended 31 December 2019 to 2021 and unaudited six (6) months FPE 30 June 2022 are set out below:

	Unaudited 6 Months FPE 30 June 2022	--Financial year ended 31 December--		
	RM '000	2021 RM '000	2020 RM '000	2019 RM '000
Assets				
Cash and short-term funds	672,505	1,940,487	858,178	755,162
Financial assets at fair value through profit or loss ("FVTPL")	184,982	229,924	470,343	491,916
Financial investments at fair value through other comprehensive income ("FVOCI")	3,643,932	3,679,464	4,074,381	4,813,955
Financial investments at amortised cost	392,495	40,452	42,515	44,567
Loans and advances	1,245,063	1,078,409	947,363	1,077,552
Trade receivables	241,368	526,033	918,847	532,868
Derivative financial assets	128,779	77,269	160,336	52,583
Other assets	93,672	69,668	63,244	64,058
Statutory deposits with BNM	19,801	10,300	19,000	151,400
Amount due from related companies	-	1,065	134	245
Amount due from holding company	1	41	-	-
Amount due from ultimate holding company	-	31	22	69
Investment in associated company	-	-	4,108	3,594
Tax recoverable	37,848	26,963	12,251	36,420
Deferred tax assets	78,930	89,557	46,205	9,533
Property and equipment	7,201	17,277	23,032	27,808
Intangible assets	311,566	323,624	324,861	323,194
Right-of-use assets	1,737	6,240	15,343	12,738
Non-current assets held for sale	626,950	-	-	-
Total assets	7,686,830	8,116,804	7,980,163	8,397,662
Liabilities and equity				
Deposits from customers	4,580,449	4,326,059	4,214,726	4,683,126
Deposits and placements of banks and other financial institutions	437,253	601,992	180,522	692,404
Obligations on securities sold under repurchase agreements	49,242	-	-	-
Trade payables	306,011	982,032	921,301	787,429
Derivative financial liabilities	127,324	71,897	150,939	50,535
Amount due to related companies	-	287	170	2
Amount due to holding company	-	200	71	103
Lease Liabilities	1,800	6,574	15,504	12,863
Other liabilities	293,712	723,601	835,178	545,753
Deferred tax liabilities	-	-	-	12,245
Provision for taxation	1	1	-	-
Non-current liabilities held for sale	497,934	-	-	-
Total liabilities	6,293,726	6,712,643	6,318,411	6,784,460

4. INFORMATION ON AFFIN HWANG IB (cont'd)

	Unaudited 6 Months FPE 30 June 2022	--Financial year ended 31 December--		
	RM '000	2021 RM '000	2020 RM '000	2019 RM '000
Share capital	999,800	999,800	999,800	999,800
Reserves	346,428	359,676	591,367	555,687
	1,346,228	1,359,476	1,591,167	1,555,487
Non-controlling interest	46,876	44,685	70,585	57,715
Total equity	1,393,104	1,404,161	1,661,752	1,613,202
Total liabilities and equity	7,686,830	8,116,804	7,980,163	8,397,662
Commitments and contingencies	13,671,244	16,011,485	12,498,121	7,853,946

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4. INFORMATION ON AFFIN HWANG IB (cont'd)

Consolidated statements of cash flow

Our audited consolidated statements of cash flow for the past 3 financial years ended 31 December 2019 to 2021 and unaudited six (6) months FPE 30 June 2022 are set out below:

	Unaudited 6	--Financial year ended 31 December--		
	Months FPE 30 June 2022 RM '000	2021 RM '000	2020 RM '000	2019 RM '000
CASH FLOWS FROM OPERATING ACTIVITIES				
Profit before taxation from:				
Continuing operation	30,591	281,661	351,070	174,505
Discontinuing operation	69,182	-	-	-
	99,773	281,661	351,070	174,505
Adjustments for items not involving the movement of cash and cash equivalents:				
Interest income:				
- financial investments at FVOCI	(54,723)	(105,280)	(126,801)	(194,580)
- financial investments at amortised cost	(4,140)	(2,355)	(2,410)	(2,540)
Interest expense on lease liabilities	149	561	908	575
Unwinding of discount on provision for restoration cost	1	17	17	-
Finance cost on call options	1,924	3,238	5,752	-
Dividend income:				
- financial assets at FVTPL	(813)	(5,417)	(6,257)	(7,290)
- financial investments at FVOCI	(113)	(330)	(300)	(3,554)
Share of results of associate, net of tax	-	-	(1,146)	(459)
Gain on disposal of property and equipment	(254)	(267)	(201)	(173)
Loss/(gain) arising from disposal / redemption of:				
- derivative instruments	22	(347)	(2)	-
- financial assets at FVTPL	(13,785)	(49,170)	(111,158)	(44,762)
- financial investments at FVOCI	(2,417)	(34,287)	(144,829)	(76,361)
Property and equipment written off	80	1	241	55
Depreciation of property and equipment	3,266	9,934	11,278	9,601
Depreciation of right-of-use assets	3,803	9,769	9,916	9,352
Amortisation of intangible assets	1,340	2,737	2,750	2,599
Unrealised loss/(gain) on:				
- derivative instruments	1,076	(1,333)	(5,091)	1,047
- financial assets at FVTPL	13,615	2,507	(3,308)	19,885
Expected credit losses made/(written-back) on:				
- securities	346	11,717	9,888	(1,607)
- loans and advances	4,117	25,118	34,099	7,744
- trade receivables	(904)	(1,276)	2,601	(260)
- other assets	325	73	1,966	927
- loans and financing commitments and financial guarantees	(1,914)	4	3,991	14,533
Zakat	459	1,368	4,929	2,530
Bad debt written off	-	2,758	-	8
Unrealised exchange (gain)/loss	(1,641)	4,951	20,470	(4,492)
Operating profit/(loss) before changes in working capital	49,592	156,352	58,373	(92,717)

4. INFORMATION ON AFFIN HWANG IB (cont'd)

	--Financial year ended 31 December--			
	Unaudited 6 Months FPE 30 June 2022 RM '000	2021 RM '000	2020 RM '000	2019 RM '000
<i>(Increase)/Decrease in operating assets</i>				
Loans and advances	(169,071)	(155,101)	94,979	190,708
Statutory deposits with BNM	(9,501)	8,700	132,400	45,200
Trade receivables	173,823	394,089	(388,579)	(164,187)
Other assets	(381,837)	(7,771)	(1,943)	(29,790)
Amount due from ultimate holding company	(117)	(9)	47	(69)
Amount due from holding company	119	(41)	-	-
Derivative financial assets	(56,263)	81,525	(102,079)	(19,281)
Commodity gold at FVTPL	-	-	-	42,733
Financial assets at FVTPL	(76,515)	164,737	(235,802)	(210,318)
	(519,362)	486,129	(500,977)	(145,004)
<i>Increase/(Decrease) in operating liabilities</i>				
Deposits from customers	254,363	110,361	(469,569)	(448,526)
Deposits and placements of banks and other financial institutions	(164,739)	421,470	(511,882)	267,491
Obligations on securities sold under repurchase agreements	49,242	-	-	(142,477)
Trade payables	(452,432)	60,732	133,872	186,531
Amount due to related company	(1,403)	(815)	280	(691)
Amount due to holding company	(200)	130	(32)	56
Derivative financial liabilities	55,427	(79,041)	100,404	22,428
Other liabilities	(149,049)	(155,423)	249,433	18,850
	(408,791)	357,414	(497,494)	(96,338)
Cash generated (used in)/from operating activities	(878,561)	999,895	(940,098)	(351,393)
Tax paid	(26,821)	(72,257)	(97,172)	(43,611)
Zakat paid	(4,673)	(2,494)	(1,499)	(1,990)
NET CASH GENERATED FROM/(USED IN) OPERATING ACTIVITIES	(910,055)	925,144	(1,038,769)	(396,994)

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4. INFORMATION ON AFFIN HWANG IB (cont'd)

	Unaudited	--Financial year ended 31 December--		
	6 Months FPE 31 June 2022 RM '000	2021 RM '000	2020 RM '000	2019 RM '000
CASH FLOWS FROM INVESTING ACTIVITIES				
Proceeds from disposal of property and equipment	609	294	242	448
Purchase of property and equipment	(1,093)	(4,207)	(6,784)	(7,405)
Purchase of intangible assets	(1,987)	(1,500)	(4,417)	(2,691)
Interest received:				
- financial investments at FVOCI	69,316	136,778	161,318	192,927
- financial investments at amortised cost	2,735	2,368	2,410	2,540
Net cash from disposal / redemption/(purchase) of:				
- financial investments at FVOCI	(70,617)	219,308	820,577	402,114
- financial investments at amortised cost	(350,737)	-	-	-
- financial investments at FVTPL	17,016	122,590	371,499	-
Redemption/(acquisition) of an equity interest in an associate	-	4,108	632	(3,135)
Dividend income received from:				
- financial investments at FVOCI	113	330	300	3,554
- financial investments at FVTPL	813	5,418	6,257	-
NET CASH (USED IN)/GENERATED FROM INVESTING ACTIVITIES	(333,832)	485,487	1,352,034	588,352
CASH FLOWS FROM FINANCING ACTIVITIES				
Lease payments	(4,093)	(10,157)	(10,271)	(9,706)
Dividends paid	-	(255,000)	(190,000)	(60,000)
Dividends paid to non-controlling interest	(18,500)	(66,026)	(28,777)	(35,001)
Issue of subsidiary's share capital	-	-	490	-
Exercise of employee stock option	-	-	-	44,774
NET CASH USED IN FINANCING ACTIVITIES	(22,593)	(331,183)	(228,558)	(59,933)
NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS	(1,266,480)	1,079,448	84,707	131,425
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE FINANCIAL YEAR	1,871,835	792,386	707,679	576,254
CASH AND CASH EQUIVALENTS AS AT END OF THE FINANCIAL YEAR	605,355	1,871,834	792,386	707,679

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4. INFORMATION ON AFFIN HWANG IB (cont'd)

	Unaudited 6 Months FPE 30 June 2022	--Financial year ended 31 December--		
	RM '000	2021 RM '000	2020 RM '000	2019 RM '000
ANALYSIS OF CASH AND CASH EQUIVALENTS				
Cash and short-term funds	672,505	1,940,487	858,178	755,162
Less:				
Amount held on behalf of commissioned dealer's representatives	(67,150)	(68,653)	(65,792)	(47,483)
CASH AND CASH EQUIVALENTS	605,355	1,871,834	792,386	707,679
Cash flows from discontinuing operation	(380,467)	-	-	-

The audited consolidated financial statements for the past 3 financial years ended 31 December 2019 to 2021 were not subject to any audit qualifications.

Please refer to our website at www.affinhwang.com for detailed information on our audited consolidated financial statements, quarterly financial results or any subsequent updates thereto.

	Unaudited Six (6) – Months FPE 30 June 2022	--Financial year ended 31 December--		
	RM '000	2021 RM '000	2020 RM '000	2019 RM '000
FINANCIAL RATIOS (%)				
Common Equity Tier 1 capital ratio	28.88	31.43	35.12	34.43
Tier 1 capital ratio	29.79	32.51	36.05	35.19
Total capital ratio	30.47	33.03	36.46	35.96
Gross impaired loans and advances to gross loans and advances	5.62	7.27	9.13	9.02

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4. INFORMATION ON AFFIN HWANG IB (cont'd)

4.9 Risk management

We have established risk management policies and frameworks based on best practices, to ensure that the salient risk elements in our operations are adequately managed and mitigated. Our framework for the management of financial risks is aligned with the primary corporate objective of creating and enhancing shareholders' value, guided by a prudent and robust framework of risk management methodologies and policies.

Our risk management policies and framework are reviewed periodically to ensure that they are comprehensive in addressing the multi-faceted risks associated with the investment banking sector.

The RMD is primarily responsible for the development and maintenance of our risk management policies and framework and supports the functions of the ALCO, CROC, BRMC as well as group committees of the Affin Bank Group.



4.9.1 Risk governance

Our risk governance structure is cascaded throughout all levels of Affin Hwang IB which comprise of our Board relevant committees, business units and support units.

Our Board is ultimately responsible for assuming the risks inherent in our business activities and defining the policies for governing those activities. BRMC is responsible to support our Board in the oversight of our risk management framework and policies. Senior Management is collectively responsible for the effective management of the risks by ensuring that day-to-day management of Affin Hwang IB's activities are consistent with the risk strategy, including risk appetite and policies approved by the Board.

BRMC is authorised by our Board in overseeing all our risk-taking activities. Its key responsibilities involve reviewing and recommending risk management strategies, risk tolerance, new products, capital allocation process and assessing the adequacy of risk management policies, framework, infrastructure and resources for implementation of risk strategies. For monitoring purpose, BRMC reviews periodic reports on risk exposures, risk portfolio composition and risk management activities. These reports, prepared by RMD cover credit, market, liquidity and operational risks.

At management level, CROC and ALCO which are committees delegated by Senior Management assist the BRMC and our Board in their supervisory roles in the management of credit, market, liquidity, and operational risks as well as assets and liabilities management of Affin Hwang IB. These two committees provide an executive forum for discussions and decisions on all aspects of credit, market, liquidity, operational risks and assets and liabilities management matters.

Under the credit authority framework approved by our Board, our Group Management Credit Committee ("GMCC") and Affin Bank Group's Board Credit Review and Recovery Committee

4. INFORMATION ON AFFIN HWANG IB (cont'd)

("GBCRRC") are authorised to review and approve, reject or modify proposals for credit and underwriting applications. Impaired credits are independently managed by Affin Bank Group's Credit Resolution Committee.

RMD serves as an independent and neutral party in providing comprehensive and independent views of bank-wide risks.

4.9.2 Risk measurement

The risk measurement tools employed by us commensurate with the size and complexity of our business operations. Examples of such controls are position size caps (i.e. which limit the exposure to a defined amount), loss limit thresholds (i.e. which set a limit on the net cumulative loss over a defined period of time) and Sensitivity Controls (i.e. which measure the magnitude of a financial instruments reaction to changes in underlying factors such as changes in option price relative to the price movements of its underlying asset).

4.9.3 Stress testing

We have deployed stress testing in assessing the impact of stressed market conditions on its capital, profit, liquidity and asset quality in accordance with the Affin Bank Group Stress Test Framework and Methodology.

Stress testing results are periodically reported to ALCO and BRMC to enable them to consider the implications on our overall business strategy, capital management, risk profile and to consider appropriate corrective measures when necessary. The stress testing is also performed periodically to meet both internal and regulatory external reporting requirements.

Internal Audit acts as an independent party in performing an annual review of our stress testing policy, procedures and processes including the stress scenarios used to ensure the quality and effectiveness of the programme.

4.9.4 Risk reporting and monitoring

Our risk appetite (i.e. risk tolerance) and business plans determine the amount of risk capital set aside (i.e. risk capacity) to support our operational and market activities as well as capital allocation to respective business units. This forms a basis in setting risk limits for business units.

RMD is responsible for the monitoring and timely reporting of risk exposures against the established risk limits. Any breaches in risk limits are subject to the exception escalation procedures that aim to rectify any excesses within a reasonable time frame and within the specified authority level. There is a formal process for risk reporting to senior management, business units, relevant management/ board committees to facilitate the making of informed decisions and strategies. BRMC reviews and monitors any significant risk issues and reports to our Board.

Risk limits are reviewed on an annual basis or as and when required, to ensure their relevance with regards to our risk taking activities and current banking regulations.

4.9.5 Key areas of risk management

(a) Credit risk

Credit risk is the risk that a counterparty will fail to meet its contractual obligations which could result in a financial loss to Affin Hwang IB. Our exposure to credit risks arises primarily from stockbroking trade receivables, share margin financing, securities borrowing and lending, corporate/inter-bank lending activities, bonds investment, foreign exchange trading as well as equity and debt underwriting and from participation in securities settlements and payment transactions.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

The management of credit risk is governed by a set of approved credit policies, guidelines and procedures to ensure that the overall lending objectives are in compliance with the internal and regulatory requirements. The risk management policies are subject to review by the BRMC, a sub-committee of our Board that reviews the adequacy of Affin Hwang IB's risk policies and framework.

Our credit risk framework is further strengthened through an established process for the approval and review of proposals that comprises our GMCC and Affin Bank Group's GBCRRC. Our GMCC represents the approving authority for credit and underwriting proposals, whilst Affin Bank Group's GBCRRC is the committee that reviews proposals that exceed specified limits and criteria, as well as to consider whether to reject the proposal or modify the terms of the proposal.

(i) **Credit risk evaluation**

Loans, advances and financing

Credit evaluation is the process of analysing the creditworthiness of the prospective customer against our underwriting criteria and the ability to make a return commensurated to the level of risk undertaken. A critical element in the evaluation process is the assignment of a credit risk grade to the counterparty. This assists in the risk assessment and decision making process. We have developed internal rating models to support the assessment and quantification of credit risk.

A number of qualitative and quantitative factors are taken into consideration in the identification and analysis of a counterparty's credit risk. Each counterparty is assigned a credit rating which considers factors such as competitive position, operating performance, cash flow strength and management strength.

All corporate lending, underwritings and corporate debt securities investments are independently evaluated by our credit management function and approved by the relevant approving authorities based on the authority matrix approved by our Board.

For share margin financing, the credit decisions are guided by an internally developed rating scorecard as well as other terms and conditions stipulated in our margin financing policy. The credit risk of share margin financing is largely mitigated by the holding of collateral in the form of marketable securities.

(ii) **Credit risk limit control and mitigation policies**

We employ various policies and practices to control and mitigate credit risk.

- *Lending limits*

We have established internal limits and related lending guidelines to manage large exposures and avoid undue concentration of credit risk. The limits include single customer groupings, connected parties, geographical and industry segments. These risks are monitored regularly and the limits reviewed annually or sooner depending on changing market and economic conditions.

The credit risk exposure for derivatives due to potential exposure arising from market movements, and loan books are managed on an aggregated basis as part of the overall lending limits with customers.

Credits are established against borrower's capacity to repay rather than relying solely on security. However, collateral may be taken to mitigate credit risk. The main collateral types accepted and given value by us are:

- Charges over business assets such as properties, equipment, fixed deposits, debentures, personal guarantees and corporate guarantees; and

4. INFORMATION ON AFFIN HWANG IB (cont'd)

- Charges over financial instruments such as marketable securities.

We prepare a valuation of the collateral obtained as part of the loan/financing origination process which is reviewed periodically.

Term loan financing and lending to corporate entities and individuals are generally secured.

Collateral held as security for financial assets other than loans, advances and financing depends on the nature of the instrument. Debt securities, treasury and other eligible bills are generally unsecured, with the exception of asset-backed securities and similar instruments, which are secured by portfolios of financial instruments. Derivatives are also collateralised.

- *Credit related commitments*

Commitment to extend credit represents unutilised portion of approved credit in the form of loans, guarantees or letters of credit. In terms of credit risk, we are potentially exposed to loss in an amount equal to the total unutilised commitments. However, the potential amount of loss is less than the total unutilised commitments, as most commitments to extend credit are contingent upon customers maintaining specific minimum credit standards.

We monitor the term to maturity of credit commitments because long-term commitments generally have a greater degree of credit risk than short-term commitments.

(iii) Credit risk measurement

- *Credit risk grades*

We allocate each exposure to a credit risk grade based on a variety of data that is determined to be predictive of the risk of default and applying experienced credit judgement. Credit risk grades are defined using qualitative and quantitative factors that are indicative of the risk of default. These factors vary depending on the nature of the exposure and the type of borrower.

Credit risk grades are defined and calibrated such that the risk of default occurring increases exponentially as the credit risk grade deteriorates. For example, a downgrade from grade 2 to 3 carries a greater credit risk than a downgrade from grade 1 to grade 2.

Each exposure is allocated to a credit risk grade at initial recognition based on available information about the borrower. Exposures are subject to ongoing monitoring, which may result in an exposure being moved to a different credit risk grade. The monitoring typically takes into consideration a number of relevant factors when identifying and analysing of counterparty credit risk. These factors determine the credit rating under the Credit Risk Grading Policy, which considers factors such as competitive position, operating performance, cash flow strength and management strength. We leverage on our holding company, Affin Bank's models for loans, advances and financing and bonds.

- *Determining whether credit risk has increased significantly*

The criteria for determining whether credit risk has increased significantly vary by portfolio and include quantitative changes in probability of defaults ("PD") and qualitative factors, including a backstop based on delinquency.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

The credit risk of a particular exposure is deemed to have increased significantly since initial recognition if, based on quantitative modelling, the remaining lifetime PD is determined to have increased by more than a predetermined percentage / range.

Using expert credit judgement and, where possible, relevant historical experience, we may determine that an exposure has undergone a significant increase in credit risk based on particular qualitative indicators that it considers are indicative of such and whose effect may not otherwise be fully reflected in its quantitative analysis on a timely basis.

As a backstop, we consider that a significant increase in credit risk occurs no later than when an asset is more than 30 days or 1 month past due. Days or months past due are determined by counting the number of days or month since the earliest elapsed due date in respect of which full payment has not been received. Due dates are determined without considering any grace period that might be available to the borrower.

We monitor the effectiveness of the criteria used to identify significant increases in credit risk by regular reviews to confirm that:

- the criteria are capable of identifying significant increases in credit risk before an exposure is in default; and
- there is no unwarranted volatility in loss allowance from transfers between 12-month PD (Stage 1) and lifetime PD (Stage 2).

(iv) Credit risk monitoring

Corporate credits and large individual accounts are subject to ongoing monitoring, which may result in an exposure being moved to a different credit risk grade. This is to ensure that the credit grades remain appropriate and to detect any signs of weaknesses or deterioration in the credit quality. Remedial action is taken where evidence of deterioration exists.

Significant increase in credit risk process is in place as part of a means to pro-actively identify, report and manage deteriorating credit quality. Watchlist accounts are closely reviewed and monitored with corrective measures initiated to prevent them from turning non-performing.

We have established MFRS 9 - Stage Transfer Policy which stipulates the standards and requirements to recognize Expected Credit Losses for all financial assets. The MFRS 9 Stage Transfer Rules assist to determine whether there is an increase in credit risk in line with the MFRS9 requirements and the classification of exposures. There are 3 stages to differentiate the credit risk of financial assets in conjunction with MFRS 9 standards: Performing Accounts (Stage 1), Underperforming Accounts (Stage 2) and Impaired Accounts (Stage 3).

Active portfolio monitoring as well as exceptions reporting is in place to manage the overall risk profile, identify, analyze and mitigate adverse trends or specific areas of risk concerns.

We conduct post-mortem reviews on newly impaired loans to determine the key reason(s) and/or driver(s) leading to the account being classified as impaired, take appropriate remedial actions or measures and establish lessons learned to minimize potential or future credit loss from similar or repeat events.

In addition, an independent credit review is undertaken by RMD to ensure that credit decision-making is consistent with our overall credit risk appetite and strategy.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

(v) Credit risk concentration

Credit risk is the risk of financial loss from the failure of customers to meet their obligations. Exposure to credit risk is managed through portfolio management. The credit portfolio's risk profiles and exposures are reviewed and monitored regularly to ensure that an acceptable level of risk diversification is maintained. Exposure to credit risk is also managed in part by obtaining collateral security and corporate and personal guarantees.

(b) Market risk

Market risk is the risk of losses to our positions in financial instruments that are adversely affected by movements in market risk factors such as interest rates, foreign exchange rates, equity prices or commodity prices. Our primary market risk exposures are in the trading and investment portfolios. Our risk management process involves the identification and measurement, mitigation and control, monitoring and testing as well as reporting and review of risk.

We manage market risk through a comprehensive set of market risk controls. Key risk governance committees such as the ALCO and the BRMC establish and monitor controls with oversight by our Board. Market risk controls are established to ensure that our market risk profile remains within the boundaries of our risk appetite.

We employ several key risk metrics for monitoring market risk such as VaR, sensitivities, loss limit thresholds and position size caps. VaR is a statistical measure of potential portfolio market value loss resulting from changes in market variables, over a given holding period, measured at a specific confidence level. Sensitivities measure the magnitude of a financial instruments reaction to changes in underlying factors such as changes in option price relative to the price movements of its underlying asset. Loss limit thresholds set a limit on the net cumulative loss over a defined period of time while position size caps limit the exposure to a defined amount.

Our market risk is primarily concentrated in interest rate risk in the Banking Book ("IRRBB") arising from differences in the repricing mismatch between rate sensitive assets and liabilities. Banking Book exposures comprise positions in financial instruments held for purposes other than trading. Affin Hwang IB measures and monitors the IRRBB exposures through the short-term net interest income sensitivity and changes in the economic value of equity.

In addition to assessing market risk under normal market scenarios, we also conduct periodical stress testing to anticipate potential losses under stressed scenarios.

(i) Market risk measurement

- *Mark-to-market*

Mark-to-market valuation tracks the current market value of the outstanding financial instruments.

- *Stress testing*

Stress tests are conducted to attempt to quantify potential market risk losses arising from low probability abnormal market movements. Stress tests measure the changes in values arising from movements in relevant market risk factors based on past experience and simulated stress scenarios.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

- *Sensitivity*

Sensitivities are measures that quantify the change in value of a portfolio of financial instruments resulting from a unit change in the relevant market risk factors. Sensitivities are used as measures of vulnerability to market risk factor movements and are also used to facilitate the implementation of risk controls and hedging strategies.

(c) **Liquidity risk**

The Basel Committee on Banking Supervision developed the Liquidity Coverage Ratio ("LCR") and Net Stable Funding Ratio ("NSFR") with the goal of strengthening the resilience of the banking systems. LCR is a quantitative requirement which seeks to ensure that banking institutions hold sufficient high-quality liquid assets to withstand an acute liquidity stress scenario over a 30-day horizon at both the entity and consolidated level. It refers to the proportion of highly liquid assets held by banking institutions to ensure their ongoing ability to meet short-term obligations. Eligible high-quality liquid assets are specified in Bank Negara Malaysia's Liquidity Coverage Ratio policy document. Examples include cash, central bank reserves and debt securities issued by sovereigns, central banks or corporates. Besides that, NSFR is the amount of available stable funding relative to the amount of required stable funding. It is a minimum standard that requires banking institutions to maintain a stable funding profile to support their assets and off-balance sheet activities. The LCR and NSFR are measured and monitored to assess the short term and long term liquidity risk profile of Affin Hwang IB.

ALCO is responsible for the management of our liquidity and reporting of our liquidity positions to the BRMC on a periodical basis.

(d) **Operational risk**

Operational risk is the risk of loss arising from inadequate or failed internal processes, action on or by people, infrastructure or technology or events which are beyond our immediate control which have an operational impact, including natural disasters, fraudulent activities and cyber threats.

We manage operational risk through a control based environment in which policies and procedures are formulated after taking into account individual unit's business activities, the market in which they are operating and the regulatory requirements in force. We have developed and put in place a cyber security framework, which is applied against our business activities and aligned with the relevant regulatory requirements.

We adopt the Basic Indicator Approach under BNM's guidelines on Capital Adequacy Framework (Basel II - Risk-Weighted Assets) to compute operational risk capital requirement which is 15% of our average annual gross income over the previous 3 years for capital management purposes.

Risk is identified through the use of assessment tools and measured using threshold/limits mapped against a risk matrix. Monitoring and control procedures include the use of key control standards, independent tracking of risk, back-up procedures and contingency plans, including disaster recovery and business continuity plans. This is supported by periodic reviews undertaken by Group Internal Audit to ensure adequacy and effectiveness of the Group Operational Risk Management process.

We gather, analyse and report operational risk loss and 'near miss' events to our Group Operational Risk Management Committee and our BRMC. A 'near miss' event is defined as an event where financial loss was averted by controls or any mitigating actions. Appropriate preventive and remedial actions are reviewed for effectiveness and implemented to minimise the recurrence of such events.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

As a matter of requirement, all operational risk coordinators must satisfy an internal operational risk (including business continuity management) certification program. These coordinators will first go through an on-line self learning exercise before attempting on-line assessments to measure their skills and knowledge level. This will enable Group Risk Management to prescribe appropriate training and development activities for the coordinators.

4.9.6 Hedging Strategy for Structured Warrants

Our hedging strategy involves the buying and/or selling of the Underlying Instruments, or the derivatives of the Underlying Instruments, to create positions with offsetting market exposures to the sold Structured Warrants positions. The same categories of risk exposure resulting from our Structured Warrants positions are consolidated and managed as a portfolio. We have discretion on our hedging strategy and we are not obliged to hedge our Structured Warrants by entering into a corresponding offsetting position.

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4. INFORMATION ON AFFIN HWANG IB (cont'd)

4.10 Other information

4.10.1 Interruption in business operations

We have not experienced any major interruptions to our business, which has led to any significant effect on our operations in the 12 months preceding the LPD.

4.10.2 Board Audit Committee ("BAC")

As at the LPD, the BAC members are as follows:

Name	Designation	Directorship
Mr Eugene Hon Kah Weng	Chairman	Independent Non-Executive Director
Datuk Noor Azian binti Shaari	Member	Independent Non-Executive Director
Encik Hasli bin Hashim	Member	Independent Non-Executive Director

The BAC comprises three independent non-executive directors.

The BAC reviews the financial condition of the auditable entities, its internal controls, performance and findings of the internal auditors, external auditors and the regulators. Senior management, the internal auditors and external auditors regularly report to the BAC on the effectiveness of internal controls. All significant findings by the internal and external auditors are reported to the BAC for review and deliberation. Where appropriate, the BAC may direct Management to rectify and improve the system of internal controls and procedures based on the Chief Internal Auditor's ("CIA") or external auditors' recommendations and suggestions for improvement.

The primary responsibilities and duties of the BAC are as follows:-

- (a) Values and ethics practices
 - (i) Review and assess the policies, procedures and practices established by the governing body to monitor conformance with its code of conduct and ethical policies by all managers and staff of Affin Hwang IB.
 - (ii) Provide oversight of the mechanism established by Management to establish and maintain high ethical standards for all the manager and staff of the Affin Hwang IB.
 - (iii) Review the process for communicating the code of conduct to the staff of Affin Hwang IB and monitor for compliance.
 - (iv) Review and provide advice on the systems and practices established by Management to monitor compliance with laws, regulations, policies and standards of ethical conduct and identify and deal with any legal or ethical violations.
 - (v) Obtain regular updates from management regarding compliance matters.
 - (vi) Review and monitor compliance with the BAC's conflicts of interest policy, focusing on:
 - Identification of circumstances which constitute or may give rise to conflicts of interest.
 - Clear processes for directors to keep the BAC informed on changes in circumstances which may give rise to a conflict of interest.
 - Maintenance of records on each director's conflict of interest.
 - Addressing any non-compliances with the policy.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

- (b) Governance process
- (i) Review and provide advice on the governance process established and maintained within Affin Hwang IB and the procedures in place to ensure that they are operating as intended.
- (c) Risk management practices
- (i) Review the Affin Hwang IB's risk profile.
- (ii) Provide oversight on significant risk exposure and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the BAC.
- (iii) Review and provide advice on risk management processes established and maintained by management and the procedures in place to ensure that they are operating as intended.
- (d) Procedures for the prevention and detection of fraud
- (i) Oversee management's arrangements for the prevention and deterrence of fraud.
- (ii) Ensure that appropriate action is taken against known perpetrators of fraud.
- (iii) Challenge management, internal and external auditors to ensure that the entity has appropriate antifraud programs and controls in place to identify potential fraud and ensure that investigation are undertaken if fraud detected.
- (e) Adequacy and effectiveness of the Affin Hwang IB's controls in responding to risks within the Group's governance, operations and information systems
- (i) Review the effectiveness of the Group's control framework, including information technology security control.
- (ii) Receive reports on all significant matters arising from work performed by other providers of financial and internal control assurance to senior management and the BAC.
- (iii) Review the findings of any examinations by regulatory authorities and the Management response.
- (f) Oversight of the internal audit activity
- (i) Review the effectiveness of internal audit function, the internal controls and risk management processes including the scope of the internal audit, audit programme, functions and resources of the internal audit and that it has the necessary authority to carry out its work, the internal audit findings, and recommend action to be taken by management. The reports of internal auditors and the BAC should not be subject to the clearance of the Board. The effectiveness and performance of internal audit function are assessed against its achievement, benchmarking against best practices or other considerations.
- (ii) Oversee the effectiveness of internal audit functions:
- Appoint CIA, evaluate performance including his/her transfer and dismissal, if warranted.
 - Ensure oversight on the adequacy of resources and remuneration of internal auditors.
 - Review and approve internal audit charter at least annually.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

- Review and approve the annual audit plan, audit scope, procedures and frequency, including reviewing internal audit resources necessary to achieve the plan.
 - Review the internal audit activity's performance relative to its audit plan.
 - Review key audit reports and ensure that senior management is taking necessary corrective actions in a timely manner to address control weaknesses, non-compliance with laws, regulatory requirements, policies and other problems identified by Internal Audit and other control functions.
 - Noting significant disagreements between the CIA and the rest of the senior management team, irrespective of whether these have been resolved, in order to identify any impact the disagreements may have on the audit process or findings.
 - Establish a mechanism to assess the performance and effectiveness of internal audit function.
- (iii) Appoint another independent party with knowledge of internal audit to conduct review on effectiveness of Internal Audit Department's function, if necessary. It can either be peers from within Affin Hwang IB or an external party.
- (iv) Approve the engagement and appointment of external experts where internal audit lacks the expertise and experiences. BAC will review and ensure that such engagement includes these terms:
- Assignments, roles and responsibilities.
 - Bank or financial Institution including regulators or external auditors has the right to audit/ access their records, audit plan, and working papers and etc.
 - Commitment from external experts that adequate resources will be assigned.
 - Authority to vary on changes of terms of engagement.
 - Assurance that independence and objectivity of the audit is not compromised if Affin Hwang IB's external auditors is engaged.
 - The regulatory requirements on outsourcing are to be complied with.
- (v) Review of third-party opinions on the design and effectiveness of the Affin Hwang IB's internal control framework.
- (vi) Islamic operations – seek advice from Shariah Advisory on Shariah related matters to ensure compliance with Shariah principles.
- (g) Financial statements and public accountability reporting
- (i) Ensure that the accounts are prepared in a timely, fair, transparent and in an accurate manner/reliable with frequent reviews of the adequacy of provisions against contingencies and impaired loans. Review the balance sheet and profit and loss account for submission for the Board and ensure the prompt publication of annual accounts.
- (ii) Ensure that prior to publication of the annual report, a complete review is done to comply with the regulatory listing requirements.
- (iii) Review the quarterly financial results and year-end financial statement before submission to the Board, focusing on:
- going concern assumption.

4. INFORMATION ON AFFIN HWANG IB (cont'd)

- compliance with accounting standards, disclosure requirements and other legal and regulatory requirements.
 - any changes in or implementation of major accounting policies and practices.
 - significant adjustments, issues and unusual events arising from the audit.
 - major judgmental areas.
- (iv) Ensure senior management act upon findings and recommendations timely on the interim and final external audit. In this regard, also discuss on any other matters in the absence of management, where necessary.
- (v) Review the external auditors' management letter and management's response.
- (vi) Monitor related party transactions and conflict of interest situation that may arise within the Group including any transactions, procedure or course of conduct that raises questions on management integrity. Escalate to the Board of such transactions.
- (vii) Review the accuracy and adequacy of the Chairman's statement in the directors' report, corporate governance disclosures, interim financial reports and preliminary announcements in relation to the preparation of financial statements.
- (h) External Auditors
- (i) Select and recommend external auditors for appointment by the Board each year. Review with the external auditors, the scope of their plan, the system of internal accounting controls, the audit reports, the assistance given by the Management and its staff to the auditors and any findings and action to be taken.
- (ii) Assessment on the long relationship and risk of familiarity threats.
- (iii) Review the audit fees of external auditors.
- (iv) Recommend removal of external auditors.
- (v) Review the proposal for non-audit services rendered by the external auditors or third parties. If the external auditors are engaged, the BAC is responsible for ensuring that such engagement does not compromise the independence of the external auditors in their roles as statutory auditors of the Group.
- (vi) Monitoring and assessing the independence of external auditor including approving the provision of non-audit services by external auditor.
- (vii) Have direct communication channels with external auditor and meet them without the presence of management at least twice a year.
- (viii) Maintain regular, timely, open and honest communication with the external auditor and requiring the external auditor to report to BAC on significant matters.

4.10.3 Experience in issuance and management of Structured Warrants

On 22 February 2008, we (then known as HwangDBS Investment Bank Berhad) issued a Base Prospectus relating to the offering of the following Structured Warrants:

- (i) cash-settled call warrants over a single equity (American and/or European styles);
- (ii) cash-settled call warrants over basket of equities (American and/or European styles);
- (iii) physical-settled call warrants over a single equity (American and/or European styles);
- (iv) cash-settled call warrants over single index (American and/or European styles);

4. INFORMATION ON AFFIN HWANG IB *(cont'd)*

- (v) cash-settled call warrants over basket of indices (American and/or European styles); and/or
- (vi) Bull ELS.

We also issued the following Structured Warrants on 22 February 2008:

- (i) American style cash-settled call warrants over ordinary shares of China Mobile Limited; and
- (ii) American style cash-settled call warrants over ordinary shares of China Railway Group Limited.

There have been no subsequent issues of Structured Warrants since then.

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5. PARTICULARS OF THE OFFER

5.1 Details of the Offer

We propose to issue the following non-collateralised structured warrants:

- (i) European style cash-settled call or put warrants over a single equity;
- (ii) European style cash-settled call or put warrants over a single index;
- (iii) European style cash-settled call or put warrants over a single ETF;
- (iv) European style cash-settled CBBCs over a single equity;
- (v) European style cash-settled CBBCs over a single index; and
- (vi) European style cash-settled CBBCs over a single ETF,

where the equity(ies) and ETF are listed on, and index is based on Bursa Securities and/or Securities Exchange outside Malaysia which is a member of the World Federation of Exchanges or is approved by Bursa Securities.

The Structured Warrants will be offered from time to time by way of placement to selected investors or by way of Market Making.

We will issue the Structured Warrants from time to time through this Base Prospectus supported by a Term Sheet to be issued before we issue each series of the Structured Warrants.

Further information on the Offer and the Structured Warrants are set out below and in Annexure I to this Base Prospectus respectively.

5.2 Market Making

Bursa Securities LR provides that upon initial listing, there must be at least 100 Holders holding not less than 1 board lot of the relevant series of Structured Warrants each, or at least 50 Holders holding not less than 1 board lot each provided that each of these Holders subscribes for a minimum of RM100,000 of the relevant series of Structured Warrants each ("**Minimum Holders Requirement**"). This requirement is not applicable if the issuer provides liquidity for the Structured Warrants via Market Making. 1 board lot comprises 100 Structured Warrants or such other number of Structured Warrants as permitted by the SC and/or Bursa Securities

Affin Hwang IB is a registered Market Maker pursuant to the Rules of Bursa Securities and therefore, is not required to fulfil the Minimum Holders Requirement mentioned above.

The process of Market Making involves providing bid and offer prices on the trading system of Bursa Securities on each Market Day, over the life of the Structured Warrants. As a Market Maker, we will be providing competitive 2-way quotes (bid and ask) for the Structured Warrants on the following basis:

- (i) The minimum presence on each day that Bursa Securities is open for trading in the Structured Warrants : 80% of trading hours
- (ii) The maximum spread of two-sided Market Making quotes : 10 bids
- (iii) The minimum quantity on each of the two-sided Market Making quotes : 50 board lots (5,000 units of Structured Warrants)

5. PARTICULARS OF THE OFFER (cont'd)

You may refer to https://www.bursamalaysia.com/trade/trading_resources/equities/board_lot for information on "minimum bid". Please note, however, the information contained in this website does not form part of this Base Prospectus.

The issuer (as the liquidity provider) would need to hold a sufficient number of Structured Warrants as inventory for the purposes of Market Making during the tenure of the Structured Warrants. The initial level of inventory to be kept by the issuer (as the liquidity provider) before the Listing will depend on the outcome of the book-building and/or placement exercise of the Offer.

However, you should note that there will be circumstances under which the issuer (as the liquidity provider) may not be able to, and shall not be obliged to, provide bid and offer prices, nor reply to a request for prices. Such circumstances may include the occurrence or existence of one or more of the following events:

- (i) if, in the sole and absolute determination of the issuer (as the liquidity provider), the theoretical bid/offer price of the Structured Warrants is less than the minimum price that can be entered into the trading system of Bursa Securities through which the issuer (as the liquidity provider) enters orders for the Structured Warrants for the purpose of providing liquidity;
- (ii) during the pre-market opening, five minutes following the opening of Bursa Securities and the last ten minutes prior to the close of a trading session on any trading day;
- (iii) when trading in the Underlying Equities is suspended or limited in a material way for any reason; for the avoidance of doubt, the issuer (as the liquidity provider) is not obliged to provide quotations for the Structured Warrants at any time when the Underlying Equities are not traded for any reason;
- (iv) when trading in the Structured Warrants and/or Underlying Equities are suspended or limited in a material way for any reason;
- (v) when technical problems or other events beyond the control of the issuer (as the liquidity provider) (such as a natural or man-made disaster or an act of terrorism) affect the ability of the issuer (as the liquidity provider) to provide bid and offer prices;
- (vi) when the stock market experiences exceptional price movements and volatility;
- (vii) Market Disruption Events, including without limitation any suspension of or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise) in the Underlying Equities or any Structured Warrants, option contracts or futures contracts relating to the Underlying Equities;
- (viii) when the ability of the issuer (as the liquidity provider) to source a hedge or unwind an existing hedge, as determined by the issuer (as the liquidity provider) in good faith, is materially affected by the prevailing market conditions;
- (ix) if each Structured Warrant is theoretically valueless or where the Issuer's bid price is below RM0.005. In such an instance, the issuer (as the liquidity provider) will provide the offer price only;
- (x) when the number of Structured Warrants available for market-making activities by the Issuer is less than 5% of the total issue size of the Structured Warrants; for avoidance of doubt, in determining whether Structured Warrants are available for market-making activities, Structured Warrants held by the Issuer or any of its affiliates in a fiduciary or agency (as opposed to proprietary) capacity shall be deemed to be not available for market-making activities;
- (xi) when it is a public holiday in Malaysia and Bursa Securities is not open for trading;
- (xii) during the suspension period immediately prior to the expiry date of the Structured Warrants as determined by Bursa Securities; or
- (xiii) in any circumstances as may be allowed by Bursa Securities and/or the SC.

5. PARTICULARS OF THE OFFER *(cont'd)*

Although the issuer (as the liquidity provider) will be facilitating Market Making activities to provide liquidity for the Structured Warrants on Bursa Securities, the level of liquidity will depend on competitive forces and the price at which the Structured Warrants will trade on Bursa Securities upon or subsequent to its listing.

You may obtain bid/offer prices for the Structured Warrants (in respect of prices that appear on the trading system of Bursa Securities, and/or in respect of direct business transactions) from us at the following contact details:

Affin Hwang IB
c/o Structured Warrants Desk
Telephone no.: 603 2146 7423

5.3 Further Issue

The Deed Poll allows us to create and issue further Structured Warrants in respect of the same series of Structured Warrants ("**Further Issue**") without the consent or sanction of the existing Holders of the Structured Warrants under this Base Prospectus. The Further Issue will form part of the existing Structured Warrants in issue ("**Existing Issue**").

For the purpose of facilitating Market Making, we may apply for a Further Issue in respect of the Structured Warrants issued pursuant to this Base Prospectus subject to the following conditions:

- (i) the Further Issue is for the purpose of facilitating Market Making;
- (ii) the Terms of the Existing Issue either permit the Further Issue or have been properly amended to give the issuer the right to issue and list one or more Further Issues;
- (iii) the Terms of the Further Issue and the Existing Issue must be identical except for the size and tenure of the issue; and
- (iv) the issuer holds not more than 50% of the Existing Issue at the time of application for the Further Issue.

5.4 Purpose of the Offer

The purpose of the Offer is to provide Structured Warrants to serve the investment needs of our clients and to diversify our revenue base. Structured Warrants offer some degree of leverage, where it could function as an instrument for investors to diversify and amplify the returns of their investment portfolio. In addition, the Offer allows us to participate and contribute to the development of structured warrants market in Malaysia.

Proceeds arising from the Offer will be utilised for our general working capital requirements and to defray expenses for the Offer.

The Offer aims to meet the increasingly sophisticated investors' demand in the evolving capital market in Malaysia. It allows investors to enhance their investment portfolio and provides institutional investors an alternative approach to their asset management strategies.

Structured Warrants cater to investors seeking a different risk-return profile from the usual asset classes such as cash, equities and bonds. Due to leverage or gearing, small percentage changes in the price or level of the Underlying Instruments may result in larger percentage changes in the price of the Structured Warrants. This provides investors the opportunity to gain a larger exposure to the Underlying Instruments with a smaller monetary outlay, as compared to buying the Underlying Instruments outright.

6. RISK FACTORS

BEFORE INVESTING IN THE STRUCTURED WARRANTS, YOU SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS (WHICH MAY NOT BE EXHAUSTIVE) AND THE RISK FACTORS ON THE RELEVANT UNDERLYING INSTRUMENTS SET OUT IN THE RELEVANT TERM SHEETS TO BE ISSUED, IN ADDITION TO OTHER INFORMATION CONTAINED ELSEWHERE IN THIS BASE PROSPECTUS, THE RELEVANT TERM SHEETS AND ANY SUCH OTHER DOCUMENT OR INFORMATION.

The Structured Warrants which may be offered under our Offer include structured warrants over a single equity, a single index and a single ETF. In addition, structured warrants over such equities, single ETF or single index may be issued over foreign equities, ETFs and/or indices if the following criteria, amongst others, are met:

- (i) The foreign underlying equities and ETFs are listed or quoted on a Securities Exchange which is a member of the World Federation of Exchanges or is approved by Bursa Securities; or
- (ii) The foreign indices are based on a Securities Exchange which is approved by Bursa Securities.

The risk factors set out below may not be exhaustive and may apply to any of the Structured Warrants.

Your investment decision should be based solely upon your own independent assessment of our financial condition and affairs, and your own appraisal of our prospects, our creditworthiness, the Terms, Underlying Equities, Underlying ETF, Underlying Index and any other factors relevant to your decision, including the merits and risks involved. If you are in any doubt as to the action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately.

6.1 Risks relating to Affin Hwang IB

6.1.1 Our performance and credit risk

Each Structured Warrant is a contract between us (the Issuer) and you (the Holder). Our obligations in respect of the Structured Warrants represent general unsecured contractual obligations which will rank equal with other existing and future general contractual obligations. If you purchase the Structured Warrants, you are relying upon our creditworthiness and have no rights under the Structured Warrants against any Underlying Company, any companies constituting any Index or the Index Sponsor.

You must therefore make your own assessments of our credit risk and our ability to meet our obligations in respect of the Structured Warrants. We have no obligation to you other than the obligation to pay amounts in accordance with the terms set forth herein and in the relevant Term Sheet. Any profit or loss realised in respect of a Structured Warrant upon exercise or otherwise due to changes in the value of such Structured Warrant, or the price or level of the Underlying of such Structured Warrant will be borne by you. Holders do not have any recourse/rights against the Underlying Companies, Underlying Index Sponsor, Successor Underlying Index Sponsor or any of the companies constituting the Underlying Index, or the trustee, custodian, manager, registrar, service agent, participating dealer and/or other persons involved in constituting or undertaking the listing or trading of the Underlying ETF.

Details on our credit rating profile and risk management are set out in Sections 4.3 and 4.9 respectively of this Base Prospectus.

You should note that credit ratings assigned by rating agencies address only the credit risk, which is only one aspect of any investment decision, and ratings are subject to change. Should any one of our rating agencies downgrade the rating accorded to our outstanding debt securities, due to an increase in our credit risk this could result in a reduction in the price of the Structured Warrants. You should not construe the ratings as investment advice, nor a recommendation to invest in the Structured Warrants. Accordingly, you should evaluate the Structured Warrants on your own or consult your investment adviser.

6. RISK FACTORS *(cont'd)*

6.1.2 Trading by Affin Bank Group

Affin Bank Group may at any time purchase or buy-back the Structured Warrants in the open market or by tender or private treaty and become the holder of the Structured Warrants. Any Structured Warrants so purchased may be held or resold and may also be surrendered for cancellation. Such cancellation of the Structured Warrants may only occur if all outstanding Structured Warrants have been purchased by Affin Bank Group.

We or any other companies within the Affin Bank Group may trade in the Structured Warrants, the Underlying Equities or any other securities and financial products relating to any of the Underlying Companies, Underlying ETF or Underlying Index to hedge our position in relation to the Structured Warrants. We or any other companies within the Affin Bank Group may also trade in the Structured Warrants as liquidity provider. In addition, the Affin Bank Group may from time to time deal in the Underlying Instruments for their proprietary accounts and for accounts under their management. These trading activities may affect (positively or negatively) the following:

- (a) the price at which the Structured Warrants are traded on Bursa Securities;
- (b) the price/level at which the Underlying Equities or the Underlying ETF (as the case may be) that are traded on Bursa Securities or other Securities Exchange outside Malaysia; or
- (c) the price/level at which any other securities and financial products relating to any of the Underlying Companies, Underlying ETF or Underlying Index that are traded on Bursa Securities or other Securities Exchange outside Malaysia.

6.1.3 Potential conflict of interest

Our Group may, from time to time deal in the Underlying Instruments for our proprietary accounts and for accounts under our management. Our Group may also issue other derivatives instruments in respect of the Underlying Instruments. Such transactions or introduction of such competing products into the marketplace may have a positive or negative effect on the value of the Underlying Instruments and consequently upon the value of the relevant Structured Warrants. In the ordinary course of business of Our Group, we may also possess or acquire material information about the Underlying Instruments.

Our Group may, in the ordinary course of business, also act:

- (a) as underwriters in connection with future offering of the Underlying Equities or Underlying ETF; or
- (b) as an adviser to the issuer of any equity or other security which may also include any of the Underlying Company(ies); or
- (c) in a commercial banking capacity for the issuer of any equity or other security which may also include any of the Underlying Company(ies).

The aforesaid risk is mitigated in view of the following:

- (a) our Group has established internal controls including having in place the Internal Guidelines on Conflict of Interest and Chinese Wall which requires, amongst others, clear segregation between the different regulated activities within our Group to ensure confidentiality of sensitive information as well as to ensure that the issuance of the Structured Warrants are made independently and in compliance with all regulatory requirements; and
- (b) our Group is governed by the Financial Services Act 2013 and the CMSA and is required under its banking license to comply with strict policies, regulations and guidelines issued (from time to time) by the SC, Bursa Securities and BNM with regards to managing any potential conflict of interest situation.

6. RISK FACTORS *(cont'd)*

6.1.4 Exercise of discretion by us

We may exercise our discretion to:

- (a) make adjustments (for example, to the exercise price and/or exercise ratio of the Structured Warrants) in circumstances contemplated under the Terms which could affect the price of the Structured Warrants such as in the event of bonus issue, rights issue, subdivision or consolidation of the Underlying Equities or the Underlying ETF, or capital repayment by the Underlying Companies or management companies of the Underlying ETF; and
- (b) determine the applicable valuation period under the Terms,

which could affect the price of the Structured Warrants.

If you purchase the Structured Warrants, you do not have the power to direct us concerning the exercise of any discretion, although in some cases, we may only exercise certain discretions with the consent of the relevant authorities.

You are advised to refer to Condition 5 of Parts 1 to 3 and Condition 6 of Parts 4 to 6 of Annexure I to this Base Prospectus, and the relevant Term Sheet on adjustment of the Terms.

6.1.5 Our dealings with respect to the Structured Warrants

You should note that we and other companies within the Affin Bank Group constitute a diversified financial services group. These entities engage in a wide range of investment banking, brokerage, funds management, hedging transactions and investment and other activities for their own account or the account of others under their management.

In the ordinary course of our business, we or the companies within Affin Bank Group may:

- (a) buy and sell the Structured Warrants, the Underlying Equities, the Underlying ETF, other securities and financial products relating to any of the Underlying Companies, the Underlying ETF or Underlying Index, either as principal or agent;
- (b) enter into one or more hedging transactions with respect to the Underlying Instruments and/or its constituent(s), or with respect to related derivatives, which may affect the market price, liquidity or value of the Structured Warrants and which may affect your interests; or
- (c) from time to time advise any of the Underlying Companies, the Underlying ETF or companies constituting the Underlying Index in relation to activities not connected with the issue of the Structured Warrants, including (but not limited to) general corporate advice, financing, funds management and other services including research writing.

We do not owe Holders any fiduciary duty. In other words, we are not obligated to act in a way that will financially benefit Holders. Any profit earned and any loss incurred by us in our trading and advisory activities (in relation to the Structured Warrants, Underlying Equities, Underlying ETF or otherwise) will accrue entirely to us independently of our obligations to the Holders.

We, the Issuer, in connection with our business activities, may possess or acquire material information about the Underlying Companies or the Underlying ETF or companies constituting the Underlying Index. Such activities, information and/or research reports may have a negative effect on the value of the Underlying Equities, the Underlying ETF or Underlying Index and therefore on the value of the Structured Warrants on which they relate. Certain conflicts of interests could also arise as a result thereof. Such actions and conflicts may include, without limitation, the exercise of voting power, the purchase and sale of securities, financial advisory relationships and exercise of creditor rights. We or other companies within Affin Bank Group have no obligation to disclose such information about the Underlying Instruments and/or its constituent(s) or such activities. We or other companies within Affin Bank Group may engage in any such activities without regard to our issue of the Structured Warrants or the effect that such activities may directly or indirectly have on any Structured Warrant. Furthermore, in the ordinary course of business, we or other companies within Affin Bank Group may also issue other derivatives instruments in respect of the Underlying

6. RISK FACTORS *(cont'd)*

Instruments and/or its constituent(s) and the introduction of such competing products into the marketplace may affect the value of the Structured Warrants.

6.1.6 No investigation or review performed on the Underlying Companies, the Underlying ETF, the Underlying Index Sponsor or the companies constituting the Underlying Index

We have not performed any investigation or review on the business operations and prospects of the Underlying Companies. We have also not performed any investigation or review on the Underlying ETF, the Underlying Index Sponsor or the companies constituting the Underlying Index. Therefore, our issue of Structured Warrants over the Underlying Instruments does not represent a recommendation by us on the investment in the Underlying Companies, Underlying ETF, or the companies constituting the Underlying Index.

In addition, you should be aware that:

- (a) the Underlying Company;
- (b) the Underlying Index Sponsor or the companies constituting the Underlying Index; or
- (c) the trustee, custodian, manager, registrar, service agent, participating dealer or other persons involved in constituting or the listing or trading of the Underlying ETF,

will not participate in establishing the terms and conditions of the Structured Warrants and they have no obligation with respect to the settlement amount to be paid to you (if any) upon exercise of the Structured Warrants, including any obligation to take into account, for any reason, our needs or your needs.

Accordingly, your investment decision should be based solely upon your own independent assessment and appraisal of the Structured Warrants, the Underlying Companies, the Underlying ETF, the Underlying Index Sponsor and the shares of companies constituting the Underlying Index. Investing in the Structured Warrants without adequate assessment and appraisals may lead to unanticipated losses that could have been avoided otherwise.

6.1.7 Early termination due to liquidation, dissolution or winding-up of the Issuer

In the event of liquidation, dissolution, winding-up or appointment of a receiver and/or administrator in respect of the whole or substantial part of our undertakings, properties or assets, the Structured Warrants will be exercised early and settled in cash as determined by us, subject to the terms of the Deed Poll. Hence, there is a risk the Structured Warrants may be cancelled before the relevant expiry date of such Structured Warrants and cause you to suffer a loss or a reduced profit.

You are advised to refer to Condition 10A of Part 1, Condition 7 of Part 2, Condition 10 of Part 3, Condition 11A of Part 4, Condition 8 of Part 5 and Condition 11 of Part 6 of Annexure I to this Base Prospectus for more details relating to such events.

6.1.8 Take-over or scheme of arrangement or any other form of reorganisation undertaken by the Issuer

In the event of a take-over or a scheme of arrangement or any other form of reorganisation undertaken by us or any other events having similar effects on the rights of the Holders, we may in our discretion make any adjustments to the rights attaching to the relevant Structured Warrants, as we reasonably deem fit, in a commercially reasonable manner. This may have a negative impact on the price of the relevant Structured Warrants.

You are advised to refer to Condition 8 of Part 1, Condition 7 of Part 2, Condition 10 of Part 3, Condition 11A of Part 4, Condition 8 of Part 5 and Condition 11 of Part 6 of Annexure I to this Base Prospectus for more details relating to such arrangement.

6. RISK FACTORS *(cont'd)*

6.1.9 Merger, amalgamation or reconstruction involving the Issuer

There may be changes, such as change of name or transfer of assets, in the event of a merger, amalgamation or reconstruction involving us. This could also affect the Group's profits and financial position, hence potentially our ability to perform our obligations in respect of the Structured Warrants. However, the corporation, trust or other body into which we are merged, amalgamated or reconstructed shall assume all our liabilities and obligations in respect of the Structured Warrants so that the rights of Holders shall continue to exist and be enforceable.

You are advised to refer to Condition 10A of Part 1, Condition 7 of Part 2, Condition 10 of Part 3, Condition 11A of Part 4, Condition 8 of Part 5 and Condition 11 of Part 6 of Annexure I to this Base Prospectus for more details relating to such events.

6.2 Risks relating to the Structured Warrants and the Underlying Instruments

Generally, Structured Warrants can be volatile instruments and tend to decline in value over time. They are subject to a number of risks, including some, or any combination of the risks set out below:

6.2.1 General investment risks

If you are considering acquiring the Structured Warrants, you should have experience in option transactions and should reach an investment decision only after carefully considering, with your adviser, the suitability of the Structured Warrants to you. **The Structured Warrants are considered to be suitable only for those who fully understand the risks involved and are prepared to sustain a complete loss of the subscription or purchase price paid for the Structured Warrants.**

An investment in the Structured Warrants is not the same as owning the Underlying Equities, the Underlying ETF or having a direct investment in the equities of companies constituting the Underlying Index. The market price of Structured Warrants is linked to the market price or level of relevant Underlying Instruments and will be influenced (positively and negatively) by them. Further, the changes between the market price of the Structured Warrants and the market price or level of the Underlying Instruments may not be directly correlated and may be disproportionate. Fluctuations in the price or level of the Underlying Instruments will affect the price of the Structured Warrants but not necessarily in the same magnitude and direction.

This Base Prospectus does not take into account the investment objectives, financial situation and particular needs of each investor. This outline by its nature cannot identify all of the relevant considerations, which may be a risk for individual investors. You should therefore consider carefully whether the Structured Warrants is suitable for you in light of your circumstances and financial position.

The leverage provided by investing in the Structured Warrants means that a small percentage of change in the price or level of the Underlying Instruments may result in a larger percentage of change in the price of the Structured Warrants. You should therefore understand these risks fully before investing in the Structured Warrants.

6.2.2 Holders have no shareholder / unitholder rights

The cash-settled Structured Warrants do not confer on the Holders any rights to the Underlying Equities, the Underlying ETF or the equities of the companies constituting the Underlying Index. We are not required or under any obligation whatsoever to purchase, hold or deliver the Underlying Equities or the equities of the company constituting the Underlying Index, or any rights and benefits attaching thereto.

As a Holder, you will not have any voting rights or rights to receive dividends or other distributions or any other rights / entitlements that a shareholder / unitholder of the Underlying Companies

6. RISK FACTORS *(cont'd)*

and/or the Underlying ETF or the companies constituting the Underlying Index, would normally be entitled to.

In addition, with respect to all Structured Warrants, there are no custody arrangements relating to the Underlying Equities or the Underlying ETF, nor does the Deed Poll create any security interest in favour of the Holders to secure the payment or settlement obligations arising under the Structured Warrants. Accordingly, in the event of our Company becomes insolvent, the Structured Warrants will rank equal with other existing and future general contractual obligations and therefore, the Holders will not have any direct or indirect rights over the Underlying Equities or the Underlying ETF or the equities of the companies constituting the Underlying Index.

6.2.3 Factors affecting the price of the Structured Warrants

The price at which the Structured Warrants trade on Bursa Securities is expected to be dependent upon, among other things, (i) the price, level, volatility and liquidity of the Underlying Instruments and/or its constituent(s), (ii) the time remaining to expiration, (iii) changes in interim interest rates and dividend yields of the Underlying Instruments and/or its constituents and (v) the depth of the secondary market.

If you purchase the Structured Warrants, no assurance can be given that the market value of the Warrants will, upon and subsequent to listing, be equal to or exceed the issue price (as specified by the Issuer in the applicable Term Sheet) paid by you.

You should also note that the price of the Structured Warrants may fall in value as rapidly as it may rise and Holders may sustain a total loss of their investment. Changes in the price of the Underlying Equities, the Underlying ETF or the level of the Underlying Index can be unpredictable, sudden and large, and such changes may result in the price of the Structured Warrants to move in a direction which may have a negative impact on the return of your investment. If the price or level of the Underlying Equities, Underlying ETF or Underlying Index does not move in the anticipated direction, it will negatively impact the return on your investment. The loss, however, will be limited to the purchase price paid for the Structured Warrants and any relevant transaction costs.

The Cash Settlement Amount at any time prior to expiration is typically expected to be less than the trading price of such Structured Warrants at that time. The difference between the trading price and the Cash Settlement Amount will reflect, among other things, a "time value" for the Structured Warrants. The "time value" of the Structured Warrants will depend partly upon the length of the period remaining to expiration and expectations concerning the price or level of the Underlying Instruments and/or its constituent(s). Structured Warrants offer hedging and investment diversification opportunities but also pose some additional risks with regard to interim value. The interim value of the Structured Warrants varies with the price or level of the Underlying Instruments, as well as by a number of other interrelated factors, including those specified herein.

Before exercising or selling Structured Warrants, the Holders should carefully consider, among other things, (i) the trading price of the Structured Warrants; (ii) the level, volatility and liquidity of the Underlying Instruments and/or its constituents; (iii) the time remaining to expiration; (iv) changes in interim interest rates and dividend yields of the Underlying Instruments and/or its constituents; (v) the depth of the secondary market; (vi) the probable range of the Cash Settlement Amount (vii) any related transaction costs; and (viii) our creditworthiness.

You are therefore advised to consider the above factors together with the related transaction costs carefully before dealing in the Structured Warrants.

6.2.4 Holders shall bear the risk of fluctuations in the price or level of the Underlying Instruments

The market price of the Structured Warrants at any time will be affected by, amongst others, fluctuations in the price or level of the Underlying Instruments. The leverage provided by investing in the Structured Warrants means that a small percentage of change in the price or level of the Underlying Instruments may result in a larger percentage of change in the price of the Structured Warrants. As such, the return on your investment will be negatively affected and you may risk

6. RISK FACTORS *(cont'd)*

losing your entire investment if the price or level of the Underlying Instruments does not move in the anticipated direction. For example, a holder of a call warrant will gain if the price or level of the Underlying Instruments is higher than the exercise price or exercise level of the call warrants. A holder of a put warrant will gain if the price or level of the Underlying Instruments is lower than the exercise price or exercise level of the put warrants.

The Underlying Equities are listed securities and the Underlying ETF is a listed index-tracking fund. As such, sales of substantial numbers of the Underlying Equities and Underlying ETF in the public market, or a perception in the market that such sales could occur, could adversely affect the prevailing market price of the Underlying Equities and Underlying ETF, which would in turn affect the performance of the Structured Warrants. The results of operations, financial condition, future prospects and business strategy of the Underlying Companies could affect the price of the Structured Warrants for so long as it is in relation to the Underlying Equities. The trading price of the Underlying Equities will be influenced by the Underlying Companies' operational results (which in turn are subject to the various risks in relation to their businesses and operations) and by other factors such as changes in the regulatory environment that can affect the markets in which the Underlying Companies operate and capital markets in general. Corporate events such as share sales, reorganisations or take-overs may also adversely affect the price of the Underlying Equities.

You should be aware that the level of the Underlying Index may vary over time and is a function of the performance of the securities constituting the Underlying Index which are subject to the above risk factors. In addition, the level of the Underlying Index may increase or decrease by reference to various factors which may include changes in computation or composition of the index, economic factors and market trends.

6.2.5 Limited life of the Structured Warrants

The Structured Warrants have expiry dates and therefore, a limited life. For cash-settled Structured Warrants, if the cash settlement amount on expiry date after deduction of the exercise expenses, if any, is greater than zero, the outstanding Structured Warrants will be automatically exercised. However, if the cash settlement amount on expiry date after deduction of the exercise expenses, if any, is equal to or less than zero, all outstanding Structured Warrants will cease to be valid without any payment made to Holders. For the avoidance of doubt, the Holders shall not be required to pay or top-up the exercise expenses, if any, as the case may be, where the cash settlement amount after deduction of the exercise expenses, if any, is less than zero.

After expiry, the Structured Warrants will cease to be traded and can no longer be exercised, hence will cease to have any value. It is possible that the Structured Warrants will expire without the Holders' expectations being realised.

6.2.6 Risk of "European style" Structured Warrants

European style Structured Warrants are only exercisable on its expiry date. As such, the price of such Structured Warrants in the secondary market may be traded at a discount (or premium, as the case may be) to its estimated fair value under certain circumstances, including supply and demand factors. Accordingly, on the expiry date, if the cash settlement amount is zero or negative, you will lose the value of your investment.

6.2.7 Structured Warrants as hedging instruments for investor

If you intend to purchase the Structured Warrants to hedge against the market risk associated with investing in or otherwise having an exposure to any Underlying Equities, Underlying ETF or Underlying Index, you should recognise the risks and complexities of using the Structured Warrants in this manner. There are risks and complexities involved should you purchase the Structured Warrants for the purpose of hedging against the market risk associated with investing in or otherwise having the exposure to any Underlying Instruments. For example, the value of the Structured Warrants may not exactly correlate with the price or level of the Underlying Instruments. Due to fluctuating supply and demand for the Structured Warrants, there is no assurance that the price of the Structured Warrants will correlate with the movements of the Underlying Instrument.

6. RISK FACTORS *(cont'd)*

Hence, the Structured Warrants may not be a perfect hedge to the Underlying Instruments or portfolio of which the Underlying Instrument forms a part.

6.2.8 Exercise price or exercise level and/or exercise ratio of the Structured Warrants are only adjusted under certain circumstances

An investment in the Structured Warrants involves valuation risks in relation to the Underlying Instruments. The price or level of the Underlying Instruments may increase or decrease over time due to various factors including, amongst others, corporate actions by the Underlying Companies or otherwise (where the Underlying Instrument is equities), changes in computation or composition of the index or corporate actions by the companies constituting the Underlying Index or otherwise (where the Underlying Instrument is an index), corporate actions by the trustee of an Underlying ETF or otherwise (where the Underlying Instrument is an ETF), litigation involving the Underlying Companies (where the Underlying Instrument is equities) or the management company or trustee of an Underlying ETF (where the Underlying Instrument is an ETF), economic factors and market trends. The Terms provide for limited anti-dilution protection via adjustments to the terms of the Structured Warrants with a view to maintaining the economic terms of the Structured Warrants and counteract any dilution effect due to a corporate action. Corporate actions such as bonus issues, rights issues and subdivisions (such as stock splits) may have a dilutive effect on the price of the relevant share, which may affect the economic value of the Structured Warrants over the affected Underlying Instrument.

Certain events relating to the Underlying Equities, Underlying ETF or Underlying Index (such as right issue, bonus issues, consolidation or subdivision of equities/ETF unit, capital repayment), require, or as the case may be, permit us to make adjustments or amendments to, amongst others, the exercise price or exercise level of the Structured Warrants, but only to the extent provided for in the Terms. There is no requirement that there should be an adjustment for every corporate action or other events that may affect the Underlying Equities or the Underlying Index or the Underlying ETF. Events in respect of which no adjustment is made to the exercise price or exercise level or exercise ratio may cause the Structured Warrants to be out-of-the-money and/or affect the trading price of the Structured Warrants and your return from the Structured Warrants.

You are advised to refer to Condition 5 of Part 1 to Part 3 and Condition 6 of Part 4 to Part 6 of Annexure I to this Base Prospectus and the Term Sheets for events that may cause adjustments to the exercise price or exercise level or exercise ratio of the Underlying Equities or the Underlying ETF or the Underlying Index.

6.2.9 Suspension in the trading of the Underlying Equities or the Underlying ETFs or the Underlying Index and/or Structured Warrants

If, whilst any of the Structured Warrants remain unexercised:

- (a) trading in the Underlying Equities or ETF on the relevant stock exchange is suspended;
- (b) trading of options or futures relating to the relevant Underlying Index on any options or futures exchanges is suspended;
- (c) options or futures generally on any options and/or futures exchanges on which options relating to the relevant Index are traded is suspended; or
- (d) if the relevant Index for whatever reason is not calculated,

then trading in the Structured Warrants on the Bursa Securities may also be suspended for a similar period either at our request or if Bursa Securities deems such action appropriate in the interests of maintaining a fair and orderly market in the Structured Warrants or otherwise deems such action advisable in the public interest or to protect investors.

If Bursa Securities does not, in such an event, suspend the trading of the Structured Warrants, we may still request for a suspension in the trading of the Structured Warrants. However, the suspension of the trading of the Structured Warrants, the Underlying Equities or the Underlying

6. RISK FACTORS *(cont'd)*

ETF on Bursa Securities or the relevant foreign Securities Exchange, or the suspension of the trading of the options or futures relating to the relevant Underlying Index on any options or futures exchanges, shall not preclude the Holders from exercising their rights under the Structured Warrants. However, we may in our discretion make adjustments to the rights attaching to the Structured Warrants so far as we are reasonably able to do so without materially prejudicing Holders' rights. Notice of such adjustments will be given to Holders as soon as practicable.

If the suspension of trading in the Underlying Instruments occurs on any valuation date for determining the Cash Settlement Amount, the relevant valuation date and/or closing price/level shall be determined by the Issuer, as it reasonably deems fit subject to the terms of the Deed Poll. You are advised to refer to Condition 2.1.2 of Parts 1, 2, 3, Condition 2.1.1 of Parts 4, 5, and 6 in Annexure I of this Base Prospectus and the Term Sheet for more details.

6.2.10 Take-over offer or compulsory acquisition of the Underlying Company

In the event of a take-over offer or compulsory acquisition of equities in an Underlying Company, no cancellation of the relevant Structured Warrants shall be effected and the Structured Warrants shall remain valid and exercisable by the Holder until its expiry date, unless such take-over offer or compulsory acquisition results in the delisting, liquidation, dissolution or winding-up of the Underlying Company. In the event of a scheme of arrangement or any other forms of reorganisation including any scheme of arrangement or reorganisation resulting in the privatisation of the Underlying Company, or the Underlying Company is placed under a judicial management under any applicable laws, we are entitled to deal with the Structured Warrants in such manner as we reasonably deem fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.

You are advised to refer to Condition 8 of Part 1 and Condition 9 of Part 4 of Annexure I to this Base Prospectus and the Term Sheets for more details relating to a take-over offer or compulsory acquisition of equities in an Underlying Company. You are strongly advised to understand the effects of such event.

6.2.11 Merger, consolidation or sale of the assets of the Underlying Company

In the event of a merger, consolidation or sale of the assets of the Underlying Company wherein an Underlying Company may:

- (i) merge with or into any other corporation;
- (ii) consolidate with or into any other corporation; or
- (iii) sell or transfer all or substantially all of its assets,

we may cancel the Structured Warrants and, subject to the terms of the Deed Poll, settle in cash in an amount as determined by us or we may in our discretion make any adjustments to the rights attaching to the relevant Structured Warrants, in accordance with the terms of the Deed Poll. Hence, there is a risk that the Structured Warrants may be cancelled before the relevant expiry date of such Structured Warrants and cause you to suffer a loss or achieve a reduced profit.

You are advised to refer to Condition 7 of Part 1 and Condition 8 of Part 4 of Annexure I to this Base Prospectus for more details relating to such events.

6.2.12 No prior market for the Structured Warrants or insufficient market information on the Underlying Equities, Underlying Index and/or Underlying ETF

The Structured Warrants will be issued and subsequently listed on Bursa Securities. As there has been no recent or prior market for a particular series of Structured Warrants before its issuance, there can be no assurance that an active market for that particular series of Structured Warrants will develop upon its listing, or if developed, that such market will sustain throughout the life of the Structured Warrants. Although we or any other member of the Affin Bank Group will be acting as

6. RISK FACTORS *(cont'd)*

liquidity provider and making markets by providing bid and offer prices for the Structured Warrants on the trading system of Bursa Securities, the level of liquidity will depend on competitive forces and the price at which the Structured Warrants will trade on Bursa Securities upon or subsequent to its listing. Bursa Securities prescribes the maximum spread between the bid and offer price, and the minimum volume a liquidity provider must offer to buy or sell.

Furthermore, there will be circumstances under which the liquidity provider may not be able to, and shall not be obliged to, provide bid and offer prices, nor reply to a request for prices. Such circumstances may include, but without limitation, the circumstances described in Section 5.2 of this Base Prospectus.

In addition, the Bursa Securities LR allow the issuance of Structured Warrants over the Underlying Equities or Underlying ETF which are listed on a Securities Exchange outside Malaysia subject to the Underlying Companies or Underlying ETF having an average daily market capitalisation equivalent to at least RM3 billion in the past three (3) months ending on the last Market Day of the calendar month immediately preceding the date of issue or RM5 billion for newly listed corporations or ETF that does not meet the 3 month market capitalisation track record. In such case, there may not be sufficient market information or track record for the Underlying Equities or Underlying ETF prior to the offering of the Structured Warrants.

Furthermore, in an active market for the Underlying Equities or Underlying ETF, there can be no assurance that the active market for the Underlying Equities, Underlying ETF and/or the Structured Warrants will sustain in the foreseeable future.

For the issuance of Structured Warrants over an Underlying Index, the Bursa Securities LR states that an issuer must ensure that the Underlying Index is either based on Bursa Securities or if it is based on a securities exchange outside Malaysia, it is approved by the Exchange. In addition, where the Underlying Index is based on a securities exchange outside Malaysia, information on its composition and performance must be made available to investors in Malaysia.

6.2.13 Early termination due to delisting of or announcement to delist the Underlying Equities or the Underlying ETF and liquidation, dissolution or winding-up of the Underlying Companies or the Underlying ETF

For Structured Warrants over a single equity or a single ETF, should the Underlying Equities or the Underlying ETF be delisted or an announcement to delist the Underlying Equities or the Underlying ETF is made or the Underlying Companies or Underlying ETF be:

- (i) liquidated, dissolved or wound-up; or
- (ii) a liquidator, receiver or administrator be appointed with respect to substantially the whole of the Underlying Companies' assets or the Underlying ETF's assets or to wind-up the Underlying Companies or the Underlying ETF,

we may determine the outstanding Structured Warrants to be automatically exercised and settled in cash in accordance with the provisions of the Deed Poll if the cash settlement amount after deduction of the exercise expenses, if any, is more than zero. However, if the cash settlement amount after deduction of the exercise expenses, if any, is equal to or less than zero, the outstanding Structured Warrants will cease to be valid without any payment made to Holders. For the avoidance of doubt, the Holders shall not be required to pay or top-up the exercise expenses, if any, as the case may be, where the cash settlement amount after deduction of the exercise expenses, if any, is less than zero. It is possible that the Structured Warrants will be terminated before the expiry date of the Structured Warrants without the Holders' expectations being realised.

6.2.14 Composition of indices

A stock market index is a statistical measure of the performance of the capital market or certain sections of the capital market. Indices in a stock market are barometers used to measure the market's performance and movement. These indices allow investors to compare current index levels with past levels to calculate market performance. The composition of an index is determined

6. RISK FACTORS *(cont'd)*

by the index sponsor and may be changed to reflect prevailing circumstances. Examples of changes which may be made include changing a particular company's weighting in an index, the inclusion of new companies into an index and removal of companies from an index.

The performance of an index provides a broad view of the capital market or certain sections of the capital market and depends on various factors including economic and political risks. However, the methodology used in constructing an index may differ for different indices. As an index comprises a basket of selected companies, its performance is therefore specifically dependent on the performance of the companies within the index.

You should be aware that changes in the composition of indices such as inclusion of new companies into an index or changing the companies' weighting in an index by the Underlying Index Sponsor may have an adverse impact on the relevant Underlying Index and the price of the relevant Structured Warrants.

6.2.15 Determining the level of an Underlying index

Certain events relating to the Underlying Index (including a material change in the formula or the method of calculating the index or a failure to publish the Underlying Index) permits us to:

- (i) determine the level of the Underlying Index on the basis of the formula and method last in effect prior to such change of formula; or
- (ii) determine the level of the Underlying Index on the basis of the level of futures relating to the relevant Underlying Index.

Such events may result in changing the companies' weighting in an index, the inclusion of new companies into an index and/or the removal of companies from an index.

You should be aware that changes in the composition of indices may have an adverse impact on the relevant Underlying Index and the price of the relevant Structured Warrants.

Alternatively, we may deem the relevant series of Structured Warrants exercised and settled in cash.

6.2.16 Delay in or abortion of the Listing

The occurrence of certain events, including but not limited to the following, may cause a delay in or abortion of the listing for each series of the Structured Warrants on Bursa Securities:

- (i) we are unable to meet the public spread requirement as stipulated by Bursa Securities that each series of the Structured Warrants must be held by at least 100 Holders holding not less than 1 board lot of the relevant series of Structured Warrants each, or at least 50 Holders holding not less than 1 board lot each provided that each of these Holders subscribes for a minimum of RM100,000 of the relevant series of Structured Warrants each; or
- (ii) the minimum total face amount of RM5 million for each series of Structured Warrants is not met.

The above mentioned requirement in (i) does not apply to an Issuer that provides liquidity for the Structured Warrants via Market Making in accordance with the Bursa Securities LR.

For issuance made by way of placement, where you have made payment for the application of the Structured Warrants prior to its listing, the delay in the listing of the Structured Warrants may cause opportunity lost to you, amongst others, where the movement in price of the Underlying Instruments referenced by the Structured Warrants are in your favour.

Although we will endeavour to comply with various regulatory requirements, no assurance can be given that there will not be occurrence of events that will cause a delay in or abortion of the Listing.

6. RISK FACTORS *(cont'd)*

In the event that we have to abort the Listing of the Structured Warrants, the monies paid in respect of your application will be returned to you without reimbursement of interest after payment.

6.2.17 Inherent risks relating to the Underlying Companies

The Underlying Companies are typically engaged in diversified businesses. Accordingly, they are subject to risks inherent in their respective industries. The occurrence of any event which may have a material or adverse effect on the industries in which such Underlying Company operates may affect the value of the relevant Underlying Equities and/or Underlying ETFs on the relevant Securities Exchanges. This may, in turn, adversely affect the trading price of the Structured Warrants.

6.2.18 Material litigation involving the Underlying Companies

The Underlying Companies may from time to time be involved in material litigation which may have a material or adverse effect on the value of the relevant Underlying Equities and/or Underlying ETFs on the relevant Securities Exchanges. This may, in turn, adversely affect the trading price of the Structured Warrants.

6.3 Risks relating to ETF Structured Warrants

6.3.1 Yield

The return of the ETF Structured Warrants, unlike Underlying ETF or the Underlying ETF Assets, are affected by factors such as gearing effect, time decay and volatility. You should be aware that the returns on the ETF Structured Warrants may not be directly comparable to returns that would be earned if investments were made in the units of the Underlying ETF or the Underlying ETF Assets.

6.3.2 Derivatives risk

To achieve the investment objective of the Underlying ETF, the management company of the Underlying ETF may use financial derivatives including but not limited to futures, forwards, options and swap contracts. The use of these derivative contracts bears certain risks, which may include the following:

- (i) the inability to close out a futures and options contract caused by the non-existence of a liquid secondary market;
- (ii) an imperfect correlation between price movements of the derivatives contracts with price movements of the Underlying ETF Assets;
- (iii) a relatively small price movement in a futures and options contract may result in immediate and substantial loss (or gain) to the Underlying ETF;
- (iv) if the management company purchases options and the options expire worthless, the Underlying ETF will suffer a total loss of its investment; and/or
- (v) counterparty risks associated with the use of derivatives contracts. This may occur when the management company of the Underlying ETF enters into a derivatives contract and the counterparty does not settle a transaction in accordance with its terms and conditions or the transaction and derivatives techniques are terminated due to, among others, the following:
 - (a) a dispute over the terms (whether in good faith or otherwise);
 - (b) a credit problem;
 - (c) the counterparty having declared a bankrupt or insolvent;
 - (d) liquidity problem;

6. RISK FACTORS *(cont'd)*

- (e) illegality; or
- (f) change in the tax accounting laws from the time the transaction was entered into.

The above risks may increase in certain market conditions and in the event that the risk materialises, the net asset value per unit of the Underlying ETF may be adversely affected and consequently you may sustain a loss on your investment in the ETF Structured Warrants.

6.3.3 Tracking error risk

Changes in the price of the Underlying ETF units may not result in the exact changes in the net asset value per unit of the Underlying ETF and consequently the value of the ETF Structured Warrants. This is due to, amongst others, the following factors:

- (i) the fees and expenses incurred by the Underlying ETF such as transaction fees and stamp duty incurred; and/or
- (ii) regulatory requirements and policies (for example, where the underlying asset pool or index or market that the Underlying ETF tracks is subject to restricted access).

You may suffer losses if a tracking error has occurred and it affects the value of the ETF Structured Warrants. For example, a tracking error occurs when the price of the Underlying ETF units and the net asset value per unit of the Underlying ETF do not increase in tandem.

6.3.4 Risks associated with certain Underlying ETF Assets

Certain risks may be associated with investment in particular Underlying ETF Assets as set out herein:

(i) Shares

Market and economic conditions, industry sector, geographical region and political events are among a number of factors which will affect the value of the units of the Underlying ETF, and consequently the value of the ETF Structured Warrants.

(ii) Pooled investment vehicles

A pooled investment vehicle is one in which multiple investors participate. Alternative investment funds, mutual funds and similar investment vehicles operate through the pooling of investors' assets.

If the investment are invested using a variety of hedging strategies and/or techniques, such hedging strategies and/or techniques can be speculative and may not be an effective hedge. This may involve substantial risk of loss and limit the opportunity for gain which may affect the Underlying ETF and consequently, the value of the ETF Structured Warrants.

(iii) Indices

Indices are indicators or measurement of the performance of the constituents. The value of these indices are calculated by the respective index providers.

There is no assurance that an index will continue to be calculated and published, or that it will not be amended significantly. Any change to an index may adversely affect the value of such Underlying ETF which will in turn affect the value of the ETF Structured Warrants.

Some Underlying ETFs gain exposure to the underlying index by investing in financial derivatives instruments linked to the performance of the underlying index. For example, the Underlying ETFs will gain exposure via futures contracts on the underlying index. You should refer to Section 6.3.2 Derivatives risk to understand the risks relating to the use of financial derivatives by an Underlying ETF.

6. RISK FACTORS *(cont'd)*

(iv) Real estate

The Underlying ETF may be constituted by direct or indirect investment in real estate. Any investment in real estate may be affected by the cyclical nature of real estate values, changes in the environment, planning, landlord and tenant, tax or other laws or regulations affecting real property, demographic trends, variation in rental income and increases in interest rates. Such risks may affect the valuation, income or cost of investment of the real estate. This will influence the price of the units of the Underlying ETF and consequently the value of the ETF Structured Warrants.

(v) Commodities

Investments in commodities may be subject to greater volatility than investments in traditional securities. The reasons that cause such volatility to the prices of commodities are, among other things, various macro economic factors such as changing supply and demand relationships, climatic and geopolitical conditions, disease, and other natural phenomena, agricultural, trade, fiscal, monetary, and exchange control programmes (i.e. governmental restrictions on foreign exchange transactions) and policies of governments (including government intervention in certain markets) and other unforeseeable events. Such factors will influence the price of the units of the Underlying ETF and consequently the value of the ETF Structured Warrants.

(vi) Structured Finance Securities

Structured finance securities include, without limitation, asset-backed securities and credit-linked securities which may entail a higher liquidity risk than sovereign or corporate bonds. Where the Underlying ETF Asset is a structured finance security, the value of, or the amounts paid on, such securities may be affected by the performance of assets referenced by such securities.

(vii) Others

There may be other Underlying ETF Assets which comprise of assets involving substantial financial risk such as distressed debt, low quality credit securities, forward contracts and deposits with commodity trading advisors (in connection with their activities). As some of these assets may be volatile and illiquid, there may be a possibility that these assets may underperform significantly and hence the value of the Underlying ETF will be adversely affected. This will in turn affect the value of the ETF Structured Warrants.

6.3.5 Merger or consolidation of the Underlying ETF

If an announcement is made that the Underlying ETF:

- (i) is to or may merge with or into any other ETF;
- (ii) consolidate with or into any other ETF; or
- (iii) all or substantially all of its assets are or may be sold or transferred.

(“**Restructuring Event**”), we may in good faith take any of the following actions:

- (i) we may cancel the Structured Warrants and settle in cash if the Cash Settlement Amount after deduction of the exercise expenses, if any, is more than zero. The Cash Settlement Amount shall be determined by the Issuer based on the fair market value of the Underlying ETF after taking into account the Restructuring Event as we reasonably deem fit; or
- (ii) make any adjustments as we reasonably deem fit to the rights attaching to the terms and conditions of the Structured Warrants to account for the Restructuring Event.

Hence, there is a risk that the Structured Warrants may be cancelled before the relevant expiry date of such Structured Warrants. As a result thereof, the value of the ETF Structured Warrants

6. RISK FACTORS *(cont'd)*

may be adversely affected and/or you may lose some or all of your investment in the ETF Structured Warrants.

You are advised to refer to Condition 7 of Part 3 and Condition 8 of Part 6 of Annexure I to this Base Prospectus for more details relating to such events.

6.4 Risks relating to the CBBCs

6.4.1 General investment risks

If you are considering acquiring any CBBC, you should have experience in option transactions and should reach your investment decision only after carefully considering, with your adviser, the suitability of the CBBCs to you. **The CBBCs are considered to be suitable only for those who fully understand the risks involved and are prepared to sustain a complete loss of the purchase price paid for the CBBCs.**

The price of the CBBCs may fall in value as rapidly as it may rise and you may sustain a total loss of your investment. In particular, if the cash settlement amount payable at expiry or upon the occurrence of a mandatory call event is less than or equal to zero, you will lose the entire value of your investment. You will not be able to profit from the subsequent price movement of the Underlying Instrument from CBBC that was called and hence terminated.

6.4.2 Irrevocability of mandatory call event

A mandatory call event is irrevocable unless it is triggered as a result of the occurrence of any of the following events:

- (i) System malfunction or other technical errors of the relevant Securities Exchange (such as the setting up of wrong call price or call level and other parameters) and such event is reported by the relevant Securities Exchange to us and we and the relevant Securities Exchange mutually agree that such mandatory call event is to be revoked; or
- (ii) Manifest errors caused by the relevant third party price source where applicable (such as miscalculation of the index level by the relevant index compiler), and such event is reported by us to the relevant Securities Exchange and we and the relevant Securities Exchange mutually agree that such mandatory call event is to be revoked.

Upon the revocation of the mandatory call event, trading of the CBBCs will resume and any trade cancelled after such mandatory call event will be reinstated.

You may suffer losses if a mandatory call event is triggered resulting in the suspension of trading and termination of the CBBCs before the expiry date.

You are advised to refer to Condition 2.1 of Parts 4, 5 and 6 of Annexure I to this Base Prospectus for more details relating to mandatory call event.

6.4.3 Delay in announcement of mandatory call event

We will notify Bursa Securities and make an announcement as soon as practicable after the CBBCs have been called. You should be aware that there may be a delay in the announcement of a mandatory call event due to technical errors, system failures and/or other factors that are beyond our reasonable control and the control of Bursa Securities.

CBBCs trades that are executed after the mandatory call event may be cancelled by us or Bursa Securities even if the CBBCs are not suspended immediately after a mandatory call event.

You may suffer losses if your trades which have been executed after the mandatory call event and before suspension of trading of the CBBCs are not cancelled as a result of such delay.

6. RISK FACTORS *(cont'd)*

6.4.4 Non-recognition of post mandatory call event trades

After the occurrence of the suspension of trading of the CBBCs and termination of the same due to a mandatory call event, all Post MCE Trades in the CBBCs executed after the mandatory call event may be cancelled and may not be recognised by us or Bursa Securities.

Bursa Securities and the companies within the Affin Bank Group will not incur any liability for any direct, consequential or any other losses or damages suffered or incurred by any other party arising from or in connection with the mandatory call event or the suspension of trading and/or non-recognition of trades after the mandatory call event. As such, you may suffer losses as a result of the suspension of trading and/or non-recognition of trades after the mandatory call event (including any delay, failure, mistake or error in the trading suspension or non-recognition of Post MCE Trades).

6.4.5 Fluctuation in the funding cost

The issue price of the CBBCs is set by reference to the difference between the initial reference spot price or level of the Underlying Instrument and the exercise price or level, plus the applicable funding cost. The applicable funding cost is a rate determined by the Issuer based on one or more factors, including but not limited to the exercise price or level, the prevailing interest rate, the expected life of the CBBCs, expected notional dividends or distributions in respect of the Underlying Instrument and the margin financing provided by the Issuer.

The intrinsic value of each CBBC at any time prior to expiration is typically expected to be less than the trading price of the CBBCs at the time. The difference between the trading price and the intrinsic value will reflect, among other things, the funding cost in connection with the CBBCs. The funding costs of the CBBCs will depend partly upon the length of the period remaining to expiration and prevailing interest rates. The purchase price paid by you will include such funding cost. In general, the longer the duration of the CBBC, the higher the funding costs will be paid upfront. The funding costs decline over time as the CBBC moves towards expiry.

You may suffer losses if the CBBC is called and terminated before the expiry date as the cash settlement amount (if any) may not contain a refund of any part of such funding costs even though the actual period of funding for the CBBC is shorter.

6.4.6 Issuer's hedging and unwinding activities may affect value of CBBCs

Our hedging activities or the hedging activities of the companies within the Affin Bank Group related to the CBBCs and/or other financial instruments issued by us from time to time may have an impact on the price or level of the Underlying Instruments and may trigger a mandatory call event.

In particular, when the Underlying Instrument is trading close to the call price or call level, our unwinding activities in relation to the Underlying Instrument may cause a fall or rise (as the case may be) in the price or level of the Underlying Instrument leading to a mandatory call event as a result of such unwinding activities.

Before the occurrence of a mandatory call event, we or our related parties may unwind our hedging transactions relating to the CBBCs when we purchase back our CBBCs from the market from time to time.

Upon the occurrence of a mandatory call event, we or our related parties may unwind any hedging transactions relating to the CBBCs. Such unwinding activities after the occurrence of a mandatory call event may affect the price or level of Underlying Instrument and consequently the residual value for the CBBCs.

6. RISK FACTORS (cont'd)

6.4.7 Limited life of the CBBCs

The Structured Warrants have expiry dates and therefore, a limited life. A Structured Warrant is generally more valuable the longer the remaining life it has as the value of the Structured Warrants decreases (decays) as it approaches its expiry date. The rate of decline accelerates as the lifespan of the Structured Warrants become shorter and as the expiry date gets closer.

In the case of CBBC, the lifespan may even be shorter if a mandatory call event occurs before the expiry date. A mandatory call event occurs when the price or level of the Underlying Instrument is at or below (in respect of callable bull certificate) or at or above (in respect of callable bear certificate) the call price or call level during the tenure of the CBBC. In such event, the CBBC will be called and terminated immediately and you will receive the cash settlement amount (if any) from us.

You may suffer losses if the CBBC is called and terminated before the expiry date as you will lose the funding cost of the CBBC for the remaining period and will not benefit from subsequent price movement of the Underlying Instrument.

6.4.8 Correlation between the price of a CBBC and the price or level of the Underlying Instrument

The value of the CBBCs may not correlate with the movement of the price or level of the Underlying Instrument and may be affected by other factors including the time remaining to expiry. In particular, when the spot price or level is close to the call price or call level, the price of the CBBCs will be more volatile and any change in the value of that CBBCs at such time may be incomparable and disproportionate to the change in the price or level of the Underlying Instrument. You should carefully consider, amongst other things, the factors set out in the Terms to the CBBCs before dealing in the CBBCs.

6.5 Other risks

6.5.1 Economic and political uncertainties

A change in the economic and/ or political conditions of the countries in which the Underlying Company operates and the securities exchange on which the Underlying Company is listed could materially and adversely affect the financial and business prospects of the Underlying Companies. Besides that, the same factors may also materially and adversely affect the performance of the Underlying Index or Underlying ETF, if the constituents of the Underlying Index or Underlying ETF are materially and adversely affected by these factors. Such economic, and political uncertainties include, but are not limited to, changes in political leadership, expropriation, nationalisation (which involves the government or state taking ownership and control of the industry), re-negotiations or nullification of existing contracts, changes in interest rates, methods of taxation and currency exchange rules. Such factors may affect the performance of the Underlying Instruments and consequentially may affect the value of the Structured Warrants.

6.5.2 Market and Settlement Disruption Events

You should note that there may be a delay in the determination and payment of the Cash Settlement Amount following the automatic exercise of the Structured Warrants should there be a Market Disruption Event or a Settlement Disruption Event (as defined in the Definitions section of Annexure I).

You should also note that there will be a time lag following the time the Structured Warrants are automatically exercised before the applicable Cash Settlement Amount relating to such exercise is paid or delivered to the Holders.

You should also note that, subject to the Terms, the occurrence of a Market Disruption Event shall grant us the discretion to estimate the reference price and/or the exchange rate in respect of the

6. RISK FACTORS *(cont'd)*

Structured Warrants in good faith, which consequently, may adversely affect the payout amount of the cash settlement.

6.5.3 **Timeliness and limitation of information regarding the Underlying Equities, Underlying ETF or Underlying Index**

Certain information and prices of the Underlying Equities, Underlying ETF and Underlying Index may be obtained or extracted from third party sources such as the financial news service provider or financial information network provider. Hence, the risk of delay in the transmission, incompleteness or unavailability of information and prices by the third party sources relied on by us for the purposes of market making may affect the price of the Structured Warrants. We have, in good faith, extracted relevant information and prices from the third party sources and therefore, have not independently verified such information.

Therefore, there is no assurance as to the accuracy or completeness of any information obtained about the Underlying Equities, Underlying ETF or Underlying Index. You should make your own enquiries, and where appropriate, obtain prior advice in relation to any investment decision.

6.5.4 **Exchange rate risk where cash settlement amount may be converted from a foreign currency into Ringgit Malaysia**

If the Underlying Equities, Underlying Index or Underlying ETF is denominated in a foreign currency, the calculation of the Cash Settlement Amount will involve a conversion from such foreign currency into Ringgit Malaysia. The conversion may potentially result in foreign exchange losses if there is any adverse movement in the exchange rate and the Holders will bear the relevant exchange rate risk. Exchange rates between currencies are determined by forces of supply and demand in the foreign exchange markets. These forces are, in turn, affected by factors such as international balances of payments and other economic and financial conditions, government intervention in currency markets and currency trading speculation.

Fluctuations in FX rates, foreign political and economic developments, and the imposition of exchange controls or other foreign governmental laws or restrictions may affect the foreign currency market price and the exchange rate-adjusted equivalent price of the Structured Warrants. Fluctuations in the exchange rate of any one currency may be offset by fluctuations in the exchange rate of other relevant currencies.

6.5.5 **Compliance with the relevant laws and regulations by the Underlying Companies, Underlying ETF or Underlying Index Sponsor**

You should note that the Underlying Companies, the Underlying ETF manager, the Underlying Index Sponsor or the companies constituting the Underlying Index are subject to full compliance with the relevant laws, rules, regulations, guidelines, requirements or provisions imposed by the relevant authorities in Malaysia or in their home countries during the tenure of the Structured Warrants. The performance of the relevant Underlying Instruments on the relevant Securities Exchanges may be affected due to failure to comply with relevant laws and regulations in their respective jurisdictions, which may consequentially affect the value and/or performance of our Structured Warrants.

You should make your own enquiries, and where appropriate, obtain prior advice in relation to any investment decision.

6.5.6 **COVID-19 pandemic and possible similar future outbreaks**

The COVID-19 pandemic was officially declared a health pandemic by the Director General of the World Health Organization on 11 March 2020. In light of the COVID-19 pandemic, the Malaysian Government had announced various stages of lockdown measures across different states or localities in the country at different points in time since 18 March 2020 until the LPD namely the MCO, conditional MCO, recovery MCO, enhanced MCO, FMCO as well as the NRP.

6. RISK FACTORS *(cont'd)*

The ongoing COVID-19 pandemic and any possible future outbreaks of viruses may have significant adverse effect on the financial and business prospects of an Underlying Company, the performance of the Underlying Index or Underlying ETF and consequently materially and adversely affect the performance of the Structured Warrants.

The COVID-19 pandemic and any possible future outbreaks may also have a negative effect on the financial markets in which the Group operates in, which could in turn affect the Group's profits and financial position, hence our ability to perform our obligations in respect of the Structured Warrants.

Accordingly, you should evaluate the Structured Warrants on your own or consult your investment adviser.

6.5.7 Effect of the combination of risk factors unpredictable

Two or more risk factors may simultaneously have an effect on the value of a Structured Warrant. As such, the effect of any combination of risk factors on the value of a Structured Warrant may be unpredictable.

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7. APPROVALS AND CONDITIONS

We have registered a copy of this Base Prospectus with the SC. A copy of this Base Prospectus has also been lodged with the ROC who takes no responsibility for its contents.

We will be applying to the SC for registration of each Term Sheet to be issued pursuant to an Offer. A copy of the Term Sheet will also be lodged with the ROC.

We will be applying to Bursa Securities for the issuance and admission of the relevant series of Structured Warrants to be issued pursuant to an Offer on the Official List of Bursa Securities, for permission to deal in the Structured Warrants, and for the Listing.

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8. DIRECTORS' REPORT



Out think. Out perform.

Date: **13 SEP 2022**

Registered Office:
27th Floor, Menara Boustead
69 Jalan Raja Chulan
50200 Kuala Lumpur

The Warranholders,

Dear Sir/Madam,

On behalf of the Directors of Affin Hwang Investment Bank Berhad ("AHIB"), I report after due inquiry that (save as disclosed in the Base Prospectus) during the period from 31 December 2021 (being the date to which the last audited financial statements of AHIB and its subsidiaries (the "Group") have been made up) to the date hereof (being a date not earlier than fourteen (14) days before the issue of this Base Prospectus):

- (a) the business of our Group has, in the opinion of the Directors of AHIB, been satisfactorily maintained;
- (b) in the opinion of the Directors of AHIB, no circumstances have arisen since the last audited financial statements of our Group, which have adversely affected the trading or the value of the assets of our Group;
- (c) the current assets of our Group appear in the books at values which are believed to be realisable in the ordinary course of business;
- (d) there are no contingent liabilities arising by reason of any guarantees or indemnities given by our Group;
- (e) there has been, since the last audited financial statements of our Group, no default nor any known event that could give rise to a default situation, in respect of payments of either interest and/or principal sums in relation to any borrowings in which the Directors of AHIB are aware of, and
- (f) there has been, since the last audited financial statements of our Group, no material changes in the published reserves nor any unusual factors affecting the profits of our Group. The significant increase in net profit after zakat and taxation is arising from the gain from the divestment of Affin Hwang Asset Management Berhad in July 2022.

Notwithstanding the above, AHIB is continuously assessing the extent of the adverse impact to the economic activity due to the outbreak of COVID-19 as the severity and duration of the global economic downturn remains uncertain.

Yours faithfully,
For and on behalf of the Board of Directors of

AFFIN HWANG INVESTMENT BANK BERHAD

Hasli bin Hashim
Independent Non-Executive Director

9. DECLARATION BY THE SOLICITORS

9.1 Solicitors

Messrs. Zaid Ibrahim & Co. has been appointed as our Solicitors in respect of the Offer and has given confirmation that there is no conflict of interests in its capacity as our Solicitors in respect of the Offer.

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10. ADDITIONAL INFORMATION

10.1 Material litigation

As at the LPD, Affin Hwang IB Group is not engaged in any material litigation, arbitration or claims of material importance pending or threatened against any company within our Group, which is outside the ordinary course of business and which has or will have a material effect on our ability to meet our obligations under the Structured Warrants. In addition, our Board is not aware of any facts likely to give rise to such material litigation, arbitration or claims.

10.2 Consents

The Solicitors, Company Secretary, Auditors, Structured Warrants Registrar and Rating Agency have, before the issue of this Base Prospectus, given and have not subsequently withdrawn their written consents to the inclusion in this Base Prospectus of their names in the form and context in which their names appear.

10.3 Documents for inspection

Copies of the following documents may be inspected at our registered office during office hours for a period of 12 months from the date of this Base Prospectus:

- (i) Our Constitution;
- (ii) Deed Poll;
- (iii) Warrant Agency Agreement;
- (iv) Our audited consolidated financial statements for the last 3 financial years ended 31 December 2019 to 2021 and unaudited quarterly reports for FPE 31 March 2022 and FPE 30 June 2022; and
- (v) The letters of consent referred to in Section 10.2 of this Base Prospectus.

10.4 General

We will not allot nor issue any securities on the basis of this Base Prospectus later than 12 months after the date of this Base Prospectus.

10.5 Notices and announcements relating to the Structured Warrants

You should be aware that any notice or announcement will be published on the website of Bursa Securities. You will need to check the website of Bursa Securities regularly and/or rely on your brokers/custodians to obtain such notices and/or announcements, including past notices and/or announcements issued by us.

10. ADDITIONAL INFORMATION (*cont'd*)

10.6 Responsibility statements

- (i) We acknowledge that, based on all available information and to the best of our knowledge and belief, this Base Prospectus constitutes a full and true disclosure of all material facts concerning the Offer.
- (ii) Our Directors have seen and approved this Base Prospectus. Our Directors collectively and individually accept full responsibility for the accuracy of the information contained in this Base Prospectus and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no false or misleading statements or other facts the omission of which would make any statement in this Base Prospectus false or misleading.

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ANNEXURE I PRINCIPAL TERMS OF DEED POLL

The provisions of the Deed Poll set out the terms and conditions of the Structured Warrants. Copies of the Deed Poll are available for inspection at our registered office during normal business hours from Monday to Friday (except public holidays) and prospective investors are advised to read the Deed Poll in its entirety. Holders are bound by and are deemed to have notice of all provisions contained in the Deed Poll. The following is an extract of the principal terms of the Structured Warrants from the Deed Poll.

Definitions

In these Conditions, the following expressions shall unless the context requires otherwise have the meanings set opposite them:

Term	Definition
Affiliates	the affiliates of the Issuer which comprise Affin Bank Berhad, the ultimate holding company of the Issuer and all other subsidiaries of Affin Bank Berhad;
Assets	all assets and property of any nature, whether present or future, including without limitation any undertaking, business, revenue, income, rights and benefits;
Base Prospectus	the base prospectus dated 21 September 2022 to be issued by the Issuer in respect of the Structured Warrants, which is valid until 20 September 2023, as updated or amended from time to time by way of successor documents, and as supplemented by the Issuer from time to time by a Term Sheet for each Series of Structured Warrants;
Bursa Depository	Bursa Malaysia Depository Sdn Bhd (Company No. 198701006854 (165570-W));
Bursa Securities	Bursa Malaysia Securities Berhad (Company No. 200301033577 (635998-W));
Business Day	in relation to provisions on Market Disruption Event, means a day (other than Saturday, Sunday or public holiday) on which licensed financial institutions of the Relevant Country are open for banking business and where applicable, a day on which the Underlying Index is published by the Underlying Index Sponsor and where the Underlying Index closes at normal trading hours;
Call Level	the pre-specified level of the Underlying Index (as set out in the relevant Term Sheet) at which the Issuer must call the Structured Warrants before its Expiry Date subject to any adjustments as may be necessary in accordance with the Conditions;
Call Price	the pre-specified price of the Underlying Equity or the Underlying ETF, as the case may be, (as set out in the relevant Term Sheet), at which the Issuer must call the Structured Warrants before its Expiry Date subject to any adjustments as may be necessary in accordance with the Conditions;
Cash Settlement Amount	the amount of cash to be paid to the Holder on valid exercise of the Structured Warrants in accordance with Condition 2 of Part 1, Part 2, Part 3, Part 4, Part 5 and Part 6 of Annexure I, as the case may be;
Central Depositories Act	the Securities Industry (Central Depositories) Act 1991;
Compulsory Acquisition	the compulsory acquisition of all the equities not already owned in the Underlying Company;

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

Compulsory Acquisition Period	a period from the date of a notice of a Compulsory Acquisition has been served on the Underlying Company up to the completion of the Compulsory Acquisition;
Conditions	in relation to a Series of Structured Warrants, the terms and conditions applicable thereto being in or substantially in the form set out in Part 1, Part 2, Part 3, Part 4, Part 5 and Part 6 of Annexure I, as the case may be, as may from time to time be modified in accordance with this Deed Poll and/or the Conditions, and “ Condition ” followed by a number refers to the relative numbered paragraph of the Conditions;
Deed Poll	this deed poll as amended, modified or supplemented from time to time in accordance with the provisions of this deed poll, and includes any Term Sheet to supplement this deed poll which sets out the terms and conditions of a specific Series of Structured Warrants;
Depositor	a holder of a Securities Account;
European style	in respect of the right of the Holder of a Structured Warrant, the ability to exercise that right on the Expiry Date;
Event of Default	a default by the Issuer in the performance of any of its settlement obligations under this Deed Poll;
Exercise Date	in relation to a Series of Structured Warrants (other than a callable bull or bear certificate), the Expiry Date or in the case of a callable bull or bear certificate, the Expiry Date, provided that a Mandatory Call Event has not occurred;
Exercise Expenses	all costs and expenses reasonably incurred in respect of the exercise of the Structured Warrants or upon the occurrence of a Mandatory Call Event, if any, as may be charged by the Issuer and/or any taxes or duties, if any, (which are payable under any applicable law including but not limited to service tax or goods and services tax);
Exercise Level	in relation to a Series of Structured Warrants, the pre-specified level as determined by the Issuer at which the Holders may exercise the right under the Series of Structured Warrants subject to any adjustment as may be necessary in accordance with the Conditions and as specified in the relevant Term Sheet;
Exercise Price	in relation to a Series of Structured Warrants, the pre-specified price as determined by the Issuer at which the Holders may exercise the right under the Series of Structured Warrants subject to any adjustment as may be necessary in accordance with the Conditions and as specified in the relevant Term Sheet;
Exercise Ratio	in relation to a Series of Structured Warrants, the number of Structured Warrants to which one Underlying Equity, one Underlying ETF unit or one Underlying Index unit (as the case may be) relates as determined by the Issuer and as specified in the relevant Term Sheet;
Exercise Rights	<p>(a) in relation to cash-settled Structured Warrants (other than a callable bull or bear certificate), the right granted to the Holder (which is exercisable on the Expiry Date) to receive the Cash Settlement Amount;</p> <p>(b) in relation to a callable bull or bear certificate, the right granted to the Holder (which is exercisable on the Expiry Date or following the occurrence of a Mandatory Call Event) to receive the Cash Settlement Amount;</p>
Expiry Date	in respect of a Series of Structured Warrants, the date of expiry of the Series of Structured Warrants to be determined by the Issuer and as

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

	specified in the relevant Term Sheet, provided that if such date is not a Market Day the Expiry Date shall be the next succeeding Market Day (subject to the provisions herein as to the valuation of the Underlying Equity, the Underlying ETF or the Underlying Index, as the case may be);
Highest Index Level	the highest spot level of the Underlying Index during the MCE Valuation Period;
Highest Traded Price	the highest traded price of the Underlying Equity or the Underlying ETF, as the case may be, from the Mandatory Call Event to the end of the next Main Trading Phase provided that in respect of a trading phase of the relevant Underlying Equity or the Underlying ETF, as the case may be, quoted and traded on Bursa Securities, the opening and closing prices are not to be taken into account;
Holder(s)	the person or persons whose names for the time being appear on the Record of Depositors for the Structured Warrants;
Issuer	Affin Hwang Investment Bank Berhad (Company No. 197301000792 (14389-U)), a company incorporated in Malaysia with its registered office at 27 th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur;
Lowest Index Level	the lowest spot level of the Underlying Index during the MCE Valuation Period;
Lowest Traded Price	the lowest traded price of the Underlying Equity or the Underlying ETF, as the case may be, from the Mandatory Call Event to the end of the next Main Trading Phase provided that in respect of a trading phase of the relevant Underlying Equity or the Underlying ETF, as the case may be, quoted and traded on Bursa Securities, the opening and closing prices are not to be taken into account;
Main Trading Phase	means a trading phase prescribed by Bursa Securities or the rules of the respective Securities Exchange where the relevant Underlying Equity, Underlying ETF or Underlying Index, as the case may be, is quoted and traded as specified in the Term Sheet;
Mandatory Call Event	the first occurrence at any time before the Expiry Date where the Spot Price or Spot Level, as the case may be, is at or below (in respect of a callable bull certificate) or at or above (in respect of a callable bear certificate) the Call Price or Call Level, as the case may be, and upon which the Structured Warrant will be called by the Issuer;
Market Day	a day (other than Saturday, Sunday or public holiday) on which the relevant Securities Exchange(s) is/(are) open for trading during the normal trading hours in the respective place where the relevant: <ul style="list-style-type: none"> (a) Underlying Equity(ies) is/(are) quoted and traded; (b) Underlying ETF is quoted and traded; or (c) Underlying Index is compiled and published, as the case may be, and the Structured Warrants are quoted and traded;
Market Disruption Event	shall include but is not limited to any of the following events: <ul style="list-style-type: none"> (a) where the Underlying Instrument of a Series of Structured Warrants is an Underlying Equity or Underlying ETF (as the case may be), any suspension of or limitation imposed on trading by the relevant Securities Exchange and whether by reason of price movements exceeding the limits permitted by the Securities Exchange relating either to the Underlying Equity or the Underlying ETF (as the case may be), or Structured Warrants (as determined by the Issuer) quoted and traded on the Securities Exchange or otherwise;

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

- (b) where the Underlying Instrument of a Series of Structured Warrants is an Underlying Index, the occurrence or existence on any Market Day at the time by reference to which the Issuer determines the level of the relevant Underlying Index or the prices of the equities constituting the Underlying Index (“**Relevant Time**”) for such Underlying Index or such equities constituting the Underlying Index:
- (i) of any suspension of or limitation imposed on trading such as:
- (A) the suspension or material limitation on the trading of a material number of the equities constituting the Underlying Index;
- (B) the suspension or material limitation on the trading of the securities constituting the Underlying Index on the relevant Securities Exchange;
- (C) the suspension or material limitation on relevant Securities Exchange on the trading of options contracts or futures contracts relating to the Underlying Index or equities relating to the Underlying Index on which such contracts are traded; or
- (D) the imposition of any exchange controls in respect of any currencies involved in determining the Cash Settlement Amount;
- (c) any event (other than an event described in (d) below) that disrupts or impairs (as determined by the Issuer) the ability of market participants in general:
- (i) where the Underlying Instrument of a Series of Structured Warrants is an Underlying Equity or Underlying ETF (as the case may be), to effect transactions in or to obtain market prices of the Underlying Equity or the Underlying ETF, as the case may be or to effect any security transactions on the relevant Securities Exchange; or
- (ii) where the Underlying Instrument of a Series of Structured Warrants is an Underlying Index, to effect transactions in relation to or to obtain market levels for the Underlying Index on the relevant Securities Exchange or to effect transactions in or obtain market quotes for options contracts or futures contracts on or relating to the relevant Underlying Index on the relevant Securities Exchange;
- (d) the closure on any Market Day of the relevant Securities Exchange prior to the Scheduled Closing Time unless such earlier closing time is announced by such Securities Exchange at least one half hour prior to:
- (i) the actual closing time for the regular trading session on the relevant Securities Exchange on such Market Day; or
- (ii) the submission deadline (if applicable) for orders to be entered into the relevant Securities Exchange system for execution on such Market Day, whichever is earlier.

The “**Scheduled Closing Time**” is the scheduled weekday closing time of the relevant Securities Exchange, without regard

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

	to after hours or any other trading outside of the regular trading session hours;
	(e) a general moratorium is declared in respect of banking activities in any Relevant Country; or
	(f) where the Relevant Country:
	(i) imposes any controls or announces its intention to impose any controls; or
	(ii) implements or announces its intention to implement, or changes or announces its intention to change the interpretation or administration of any laws or regulation,
	which the Issuer determines is likely to affect the Issuer and/or any of its Affiliates to acquire, transfer, hold or realise such Underlying Equity, the Underlying ETF or equities constituting the Underlying Index, as the case may be, or to effect transactions in relation to the Underlying Equity, the Underlying ETF or the Underlying Index, as the case may be.
	Where the financial instrument of a Series of Structured Warrants is an Underlying Index, the Issuer may have regard to such circumstances as it in its discretion deems appropriate, including any hedging arrangements by the Issuer and/or any of its Affiliates in relation to the Structured Warrants, to determine whether any of the foregoing events is “ material ”. Where any of the foregoing events affect fifteen percent (15%) or more of the level of such Underlying Index, the Issuer will regard it as material. If the Issuer determines that on any valuation date, a Market Disruption Event has occurred in respect of the Underlying Index, then the valuation date in respect of such Underlying Index shall be the next following Market Day after the Market Disruption Event occurred;
MCE Valuation Period	the period from the time of the occurrence of the Mandatory Call Event up to the end of the Next Trading Session on the relevant Securities Exchange;
Next Trading Session	(a) in relation to a callable bull or bear certificate over single equity or a callable bull or bear certificate over a single exchange-traded fund, as the case may be, the first trading session of the Securities Exchange on which the Underlying Equity or the Underlying ETF, as the case may be, is quoted and/or traded after the occurrence of the Mandatory Call Event, and which contains at least one (1) hour of continuous trading for the Underlying Equity or the Underlying ETF, as the case may be; or
	(b) in relation to a callable bull or bear certificate over a single index, the first trading session after the occurrence of the Mandatory Call Event, which contains at least one (1) hour of continuous trading;
Official List	a list specifying all securities listed on the Main Market of Bursa Securities;
Prescribed Security	a security which has been prescribed by Bursa Securities to be deposited with Bursa Depository under section 14 of the Central Depositories Act;
Record of Depositors	the record provided by Bursa Depository to the Issuer or the Structured Warrants Registrar under the Rules of Bursa Depository;
Relevant Country	means:
	(a) any country (or any political or regulatory authority thereof) in which the Relevant Currency or the Settlement Currency is the legal tender or currency of the country; or
	(b) any country (or any political or regulatory authority thereof) with which the Underlying Equity, the Underlying ETF or the Underlying Index, as the case may be, has a material connection

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

	and, in determining what is material, the Issuer, may without limitation, refer to:
	(i) the country in which the Underlying Equity is listed;
	(ii) the country in which the Underlying Company is incorporated;
	(iii) the country in which the Underlying ETF is listed;
	(iv) the country in which the Underlying Index is compiled or published; or
	(v) the country in which a material number of securities constituting the Underlying Index are listed,
	as the case may be, and/or such other factor(s) as it may deem appropriate,
	as determined by the Issuer;
Relevant Currency	such currency of trading to which the Underlying Equity, the Underlying ETF or the Underlying Index, as the case may be, relates and as specified in the relevant Term Sheet;
Rules of Bursa Depository	the Rules of Bursa Depository as issued under the Central Depositories Act;
SC	Securities Commission Malaysia;
Securities Account	an account established by Bursa Depository for a Depositor for the recording of deposits of securities and for dealing in such securities by the Depositor as permitted under the Central Depositories Act and/or the Rules of Bursa Depository;
Securities Exchange(s)	such exchange(s) or quotation system(s) in Malaysia or securities exchange(s) outside Malaysia in which the Underlying Equity is quoted and/or traded, the Underlying ETF is quoted and/or traded or the Underlying Index is compiled or published, as the case may be, or Structured Warrants are quoted and/or traded as specified in the relevant Term Sheet;
Series of Structured Warrants	all those Structured Warrants which are governed by the same Term Sheet;
Settlement Currency	such currency, upon which payment is made to the Holder, to be determined by the Issuer and as specified in the relevant Term Sheet;
Settlement Date	a Market Day and a day upon which payment is made to the Holder, on which commercial banks in Malaysia and if applicable, the Relevant Country, are open for business during normal business hours;
Settlement Disruption Event	any of the following events: <ul style="list-style-type: none"> (a) the Issuer experiences technical difficulties in the course of processing a valid exercise of the Structured Warrants; (b) any other event beyond the Issuer's control arising on the Expiry Date (as the case may be) including but not limited to where the Relevant Currency is different from the Settlement Currency, any event which occurs at any time (as determined by the Issuer) that may affect, restrict, prevent or delay the Issuer and/or any of its Affiliates from: <ul style="list-style-type: none"> (i) converting the Relevant Currency into the Settlement Currency through customary legal channels or transferring within or from any Relevant Country either currency, due to the imposition by such Relevant Country

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

	of any controls restricting or prohibiting such conversion or transfer, as the case may be;
	(ii) converting the Relevant Currency into the Settlement Currency at a rate at least as favourable as the rate for domestic financial institutions located in any Relevant Country;
	(iii) transferring the Relevant Currency or Settlement Currency between bank accounts inside any Relevant Country or to a party that is a non-resident of such Relevant Country; or
	(iv) transferring the Settlement Currency between bank accounts within Malaysia or to any other bank accounts outside Malaysia or to a party that is a non-resident of Malaysia;
Settlement Exchange Rate	the prevailing rate of exchange between the Relevant Currency and the Settlement Currency (expressed as the number of units of the Settlement Currency per unit of the Relevant Currency) on a day which is within eight (8) Market Days prior to the Settlement Date, based on the rates prescribed by such relevant financial institution or body as determined by the Issuer and as specified in the relevant Term Sheet;
Special Resolution	a resolution passed at a meeting of Holders or Holders of a Series of Structured Warrants duly convened and held and carried by a majority consisting of at least seventy five percent (75%) of the votes cast upon a show of hands or, if a poll is duly demanded, by a majority consisting of at least seventy five percent (75%) of the votes cast on a poll;
Spot Level	in respect of a continuous trading session of the relevant Securities Exchange, the spot level as compiled and published by the Underlying Index Sponsor;
Spot Price	in respect of a Main Trading Phase, the price per Underlying Equity or Underlying ETF, as the case may be, concluded by means of automatic order matching on the relevant Securities Exchange as reported in the official real-time dissemination mechanism for the relevant Securities Exchange during the Main Trading Phase in accordance with the rules and regulations of the relevant Securities Exchange, excluding direct business transactions or direct trades;
Structured Warrants Certificate	the certificate of each Series of Structured Warrants issued or to be issued in respect of the Structured Warrants in or substantially in the form set out in the First Schedule by the Issuer to Bursa Depository or its nominee company as the same may from time to time be modified in accordance with this Deed Poll;
Structured Warrants Registrar	Tricor Investor & Issuing House Services Sdn Bhd (Company No. 197101000970 (11324-H)), a company incorporated in Malaysia with its registered office and business office at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, or any such person, firm or company as for the time being appointed by the Issuer;
Take-over Offer	an offer made to acquire all or part of the voting equities in the Underlying Company made pursuant to the Rules on Take-Overs, Mergers and Compulsory Acquisitions, its amendment or re-enactment, or such corresponding provisions in the relevant country which the Underlying Equity is listed and quoted;
Take-over Offer Period	a period from the date of a notice of a Take-over Offer has been served on the Underlying Company to the close of acceptance of the Take-over Offer;

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

Term Sheet	the document containing the specific terms and conditions and information on a specific Series of Structured Warrants, to be issued by the Issuer from time to time and which shall be supplemental to and should be read in conjunction with this Deed Poll and the Base Prospectus;
Underlying Company	in relation to a Series of Structured Warrants, the company or corporation that has issued the Underlying Equity;
Underlying Equity	in relation to a Series of Structured Warrants, the equity or equities making up the basket of equities, as the case may be, which is the subject of the Series of Structured Warrants. Such equity is listed and quoted on Bursa Securities and/or Securities Exchange outside Malaysia which is a member of the World Federation of Exchanges or is approved by Bursa Securities and as specified in the relevant Term Sheet;
Underlying Index	in relation to a Series of Structured Warrants, the index which is the subject of the Series of Structured Warrants. Such index shall be based on Bursa Securities and/or Securities Exchange outside Malaysia which is approved by Bursa Securities and as specified in the relevant Term Sheet;
Underlying Index Sponsor	in relation to a Series of Structured Warrants, the index sponsor that compiles and publishes the Underlying Index and which is specified in the relevant Term Sheet;
Underlying ETF	in relation to a Series of Structured Warrants, the exchange-traded fund which is the subject of the Series of Structured Warrants. Such exchange-traded fund is listed and quoted on Bursa Securities and/or Securities Exchange outside Malaysia which is a member of the World Federation of Exchanges or is approved by Bursa Securities and as specified in the relevant Term Sheet;
unit	means one (1) undivided share in the Underlying ETF;
VWAP	arithmetic mean of daily volume weighted average market price; and
Warrant Agency Agreement	the warrant agency agreement dated 5 August 2020 entered into between the Issuer and the Structured Warrants Registrar in relation to the Structured Warrants, as may be amended, modified or supplemented from time to time.

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ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

PART 1

CONDITIONS OF THE CASH-SETTLED SINGLE EQUITY CALL OR PUT WARRANTS

1 General, Nature, Form, Transfer, Administration and Status of Structured Warrants

- 1.1 The Structured Warrants comprise **European style non-collateralised cash-settled call or put warrants over a single equity** to be issued from time to time by the Issuer through the Base Prospectus and subject to, and with the benefit of the Deed Poll referred to on the face of the Structured Warrants Certificate and these Conditions. The Exercise Rights entitle the Holder of each Structured Warrant for each Series of Structured Warrants issued or to be issued, subject to the Deed Poll and in accordance with these Conditions, upon valid exercise thereof, to the Cash Settlement Amount calculated in accordance with Condition 2. Certain statements in these Conditions are summaries of and are subject to the detailed provisions of the Deed Poll and in the event of any inconsistency between a provision contained in these Conditions and a provision contained in the Deed Poll, the provisions in the Deed Poll shall prevail. The Issuer has entered into a Warrant Agency Agreement with the Structured Warrants Registrar. Copies of the Deed Poll and the Warrant Agency Agreement are available for inspection at the registered office of the Issuer, being at the date hereof at 27th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur. The Holders for the time being of the Structured Warrants and whose names appear on the Record of Depositors are all entitled to the benefit of, bound by, and deemed to have notice of, all the provisions of the Deed Poll and the Warrant Agency Agreement. Further, each Holder acknowledges it has, where necessary, consulted its stockbroker, solicitor or other adviser before investing in the Structured Warrants and none of the Issuer or its directors or employees may be construed as investment adviser or agent of, or owe any fiduciary duty to the Holder. **For the purposes of this Part 1, the term "Structured Warrants" shall refer to the European style non-collateralised cash-settled call or put warrants over a single equity.**
- 1.2 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, the relevant applicable rules and regulations and these Conditions:
- (a) each Structured Warrant is an option which confers on the Holder the Exercise Rights which require the Issuer to pay the Cash Settlement Amount to the Holder in accordance with these Conditions; and
 - (b) the Structured Warrants are issued in registered form, serially numbered and are a Prescribed Security to be admitted to the Official List. The Structured Warrants are represented by a global/jumbo certificate issued to Bursa Depository or its nominee who holds the same as bare trustee on behalf of the Holders, and deposited with Bursa Depository in or substantially in the form set out in the First Schedule to the Deed Poll as the same may from time to time be modified in accordance with the Deed Poll.
- 1.3 Subject to all information provided by the subscriber for the Structured Warrants to the Issuer being complete and consistent with the records of Bursa Depository, the Issuer shall within seven (7) Market Days from the date of allotment of the Structured Warrants, cause and procure the Structured Warrants Registrar to notify Bursa Depository of the names of the Holders together with such particulars as may be required by Bursa Depository for the purpose of making appropriate entries in the Securities Account of the respective Holder, request Bursa Depository to credit the Securities Account of the Holders with the applicable Structured Warrants and shall deliver to Bursa Depository the Structured Warrants Certificate registered in the name of Bursa Depository or its nominee company in such manner as may be prescribed by the Rules of Bursa Depository or agreed with Bursa Depository. If, at any time, the information provided by the Holders for the Structured Warrants is incorrect or inaccurate or inconsistent with the records of Bursa Depository, the Issuer reserves the right and without any obligation whatsoever to the Holders, to accept, reject or otherwise deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances. The Holders are not entitled to any physical warrant certificates.
- 1.4 Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the registration and subsequent administration of Structured Warrants shall be in the manner set forth in the Deed Poll and the Warrant Agency Agreement. It is hereby acknowledged that the Issuer shall be entitled to appoint registrars for the registration and administration of the Structured Warrants.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

The Issuer hereby confirms that it shall/has appointed the Structured Warrants Registrar for the purpose stipulated hereof, who shall perform such duties as required by the Issuer under the Deed Poll.

- 1.5 The Holders may transfer the Structured Warrants in the manner prescribed under the Central Depositories Act and the Rules of Bursa Depository. Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the Structured Warrants shall be freely transferable but the trading of the Structured Warrants must be in the same board lot applicable to the trading of the Underlying Equity or any other number of securities or in such odd lots as permitted by the SC and/or Bursa Securities. Where the board lot of the Underlying Equity is more than one hundred (100) equities per board lot, the Structured Warrants may be issued in board lots of one hundred (100) warrants.
- 1.6 The Structured Warrants and the settlement obligation of the Issuer in respect of the Structured Warrants represent general and unsecured contractual obligations of the Issuer and of no other person which rank, and shall rank, equally among themselves and without preference in all respects, subject to such exceptions as may from time to time exist under applicable law or the Deed Poll, with the other existing and future unsecured and unsubordinated obligations of the Issuer.
- 1.7 The Structured Warrants do not confer on the Holders any right to acquire or dispose of equities or other securities, including the Underlying Equity and the Issuer is not under any obligation whatsoever to purchase, hold or deliver such equities or other securities, or any rights and benefits attaching thereto.
- 1.8 The Holders are entitled to the Cash Settlement Amount in accordance with Condition 2.

2 Exercise of the Structured Warrants

2.1 Automatic Exercise and Expiry

2.1.1 The Structured Warrants shall be automatically exercised at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount calculated in accordance with Condition 2.1.2 after deduction of the Exercise Expenses, if any, is greater than zero (without notice of automatic exercise being given by the Issuer to the Holders). If the Expiry Date is not a Market Day then it shall be deemed to be exercised on the next following Market Day. The Structured Warrants will automatically terminate and cease to be valid at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

2.1.2 The Issuer shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the Expiry Date or such other period as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount calculated as set out below less Exercise Expenses, if any.

For call warrants:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\text{Closing Price}^{(1)} - \text{Exercise Price}^{(2)} \right) \times \frac{1}{\text{Exercise Ratio}^{(2)}} \times \text{Settlement Exchange Rate (if applicable)}$$

For put warrants:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\text{Exercise Price}^{(2)} - \text{Closing Price}^{(1)} \right) \times \frac{1}{\text{Exercise Ratio}^{(2)}} \times \text{Settlement Exchange Rate (if applicable)}$$

(1) (a) The "**Closing Price**" on the Expiry Date shall be calculated by reference to either:

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (i) the VWAP of the Underlying Equity (subject to any adjustment as may be necessary to reflect any capitalisation, rights issue, distribution or others) for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date; or
- (ii) the average closing price of the Underlying Equity (subject to any adjustment as may be necessary to reflect any capitalisation, rights issue, distribution or others) for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date; or
- (iii) the closing price of the Underlying Equity on the Market Day immediately before the Expiry Date,

and as specified in the relevant Term Sheet and subject to the Market Disruption Event and other provisions herein.

If the Expiry Date falls within the Take Over Offer Period or the Compulsory Acquisition Period, the Closing Price shall be as calculated above or the announced price for the Take-over Offer, whichever is lower (for call warrants) or higher (for put warrants), as the case may be.

If the Expiry Date falls on a Market Day when the Underlying Equity is suspended from trading as a result of the Take-over Offer or the Compulsory Acquisition, the Closing Price shall be the last quoted price of such Underlying Equity immediately before the suspension (subject to the Market Disruption Event provision below), or the announced price for the Take-over Offer, whichever is lower (for call warrants) or higher (for put warrants), as the case may be.

For the avoidance of doubt, in the event the Underlying Equity is delisted, the Closing Price shall be determined in accordance with Condition 9 below.

If the Underlying Equity is suspended from trading for any reason other than the above or a public holiday unexpected by the Issuer occurs on any of the five (5) Market Days described in sub-Conditions (i) or (ii) above, the valuation period applicable shall be as determined by the Issuer in such manner as it reasonably deems fit.

- (b) Notwithstanding anything to the contrary stated in this Condition 2.1.2, if there is a Market Disruption Event on the Expiry Date, the Expiry Date shall be the next following Market Day after the Market Disruption Event. If the Market Disruption Event continues to occur up to the eighth (8th) Business Day following the original Expiry Date, then the Expiry Date shall be:
 - (i) that eighth (8th) Business Day; and
 - (ii) the Issuer shall determine as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Expiry Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.
- (2) The Exercise Price and/or Exercise Ratio shall be subject to such adjustments as may be necessary as provided in Condition 5.

2.1.3 In the event that the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero on the Expiry Date, the Structured Warrants shall terminate on the Expiry Date and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 2.2 (a) The Cash Settlement Amount less the Exercise Expenses, if any, shall be made by way of cheque drawn in favour of the Holder to be delivered by ordinary post to the Holder's address last recorded in the Record of Depositors at the Holder's own risk or by way of telegraphic transfer to the bank account of the Holder last notified to the Structured Warrants Registrar. Where the Issuer makes a payment to a Holder pursuant to the terms of Condition 2.1, the amount of such payment arising from the exercise of the Structured Warrants shall be final and conclusive and the Issuer shall be discharged from its obligation upon making such payment thereof in accordance with these Conditions.
- (b) The Cash Settlement Amount less the Exercise Expenses, if any, shall be calculated and be payable in the Settlement Currency and rounded down to the nearest two (2) decimal points. All determinations made by the Issuer pursuant to Condition 2.1 shall be final and conclusive and binding on the Holders.
- (c) The Holder is to bear all Exercise Expenses, if any, in relation to the exercise of the Structured Warrants and on exercise of the Structured Warrants, the Issuer shall be irrevocably authorised by the Holder to deduct all Exercise Expenses, if any, from the Cash Settlement Amount.
- (d) If as a result of a Settlement Disruption Event, it is not possible for the Issuer to make payment on the original Settlement Date, the Issuer shall use its reasonable endeavours to procure payment as soon as practicable after the original Settlement Date. The Issuer shall not be liable to the Holder for any interest in respect of the amount due or any loss or damage that such Holder may suffer as a result of the existence of the Settlement Disruption Event.
- 2.3 The Issuer shall not allow the Holder to exercise the Exercise Rights unless the Structured Warrants are or have been designated as "free securities" in accordance with the Rules of Bursa Depository.
- 2.4 The Issuer declares that approval shall be sought from Bursa Securities for the admission of the Structured Warrants to the Official List and for the listing of and quotation for the Structured Warrants on Bursa Securities.
- 2.5 The initial Structured Warrants Registrar and its specified offices are stated in the Deed Poll. The Issuer reserves the right at any time to terminate the appointment of the Structured Warrants Registrar. Prior written notice of any termination, appointment of Structured Warrants Registrar, resignation of the Structured Warrants Registrar or any changes in any of the specified offices of the relevant Structured Warrants Registrar shall be given to the Holders in accordance with Condition 14 and such prior notice shall be given to the Holders not more than sixty (60) days and less than thirty (30) days of such termination, appointment, resignation or change.
- 2.6 In respect of each Structured Warrant in which Exercise Rights have been exercised, the Issuer shall instruct or procure the Structured Warrants Registrar to instruct Bursa Depository to debit the appropriate number of Structured Warrants in respect of which Exercise Rights have been exercised from the Securities Account of such Holder. The Issuer shall be entitled at any time on or after the Expiry Date, to demand that Bursa Depository deliver to the Issuer the Structured Warrants Certificates and thereafter cancel or cause the cancellation of the Structured Warrants Certificates.
- 2.7 The Structured Warrants subject to the Exercise Rights which have been exercised in accordance with the Deed Poll shall cease to exist and all obligations of the Issuer in respect of those Structured Warrants shall terminate absolutely following payment of the amount (if any) referred to in this Condition 2.

3 Exercise Rights and Suspension

- 3.1 Upon and subject to the provisions of the Central Depositories Act, the Rules of Bursa Depository and the Deed Poll, the Holder whose name as stated in the Record of Depositors shall have the right on the Expiry Date to invoke its Exercise Rights at the Exercise Price subject to adjustments in accordance with Condition 5.
- 3.2 The Structured Warrants shall, subject to any directions, order or notice from any relevant regulatory authority and any request for suspension by the Issuer which is not rejected by any such relevant regulatory authority, continue to be traded notwithstanding that the trading of the Underlying Equity may have been suspended. Any suspension in the trading of the Underlying Equity or the Structured Warrants shall not preclude the Holder from exercising the Exercise Rights.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 3.3 The Issuer shall notify the Holders of the Expiry Date at least two (2) weeks prior to the Expiry Date for Structured Warrants with a tenure of six (6) months and at least one (1) month prior to the Expiry Date for Structured Warrants with more than six (6) months' tenure or such other period as may be specified by the relevant authority. Such notice shall be given in accordance with Condition 14 stating the Expiry Date and treatment of the Structured Warrants which are not exercised.

4 Deposit and Forfeiture of Unclaimed Amount

- 4.1 In the event that the Issuer pays the Cash Settlement Amount to any Holder under Condition 2 by way of cheque payment and such Holder does not present the cheque for payment within six (6) months from the date of the cheque, the Issuer shall at any time thereafter deal with the said monies in accordance and in compliance with, the requirements of the Unclaimed Moneys Act 1965 (Act 370) (revised 1989) of Malaysia.

5 Adjustment of Exercise Price and/or Exercise Ratio

5.1 Adjustments

Subject to the Conditions as hereinafter provided and the Deed Poll, the Exercise Price and/or the Exercise Ratio for the relevant Structured Warrant shall from time to time be adjusted in accordance with the following provisions:

(a) Bonus Issue

If and whenever the Underlying Company of the relevant Structured Warrants shall make an issue of new equities credited as fully paid-up to the holders of equities generally by way of capitalisation of profits or reserves (other than pursuant to a scrip dividend or similar scheme for the time being operated by the Underlying Company or otherwise in lieu of a cash dividend and without any payment or other consideration being made or given by such holders) ("**Bonus Issue**"), the Exercise Price and/or Exercise Ratio shall be adjusted on the Market Day immediately following the last day on which an instrument of transfer could be lodged so that the transferee of the equities would qualify for the Bonus Issue in accordance with the following formula:

- (i) Adjusted Exercise Ratio =
$$\frac{E}{(1 + N)}$$
- (ii) Adjusted Exercise Price =
$$\frac{X}{(1 + N)}$$

Whereby in respect of this Condition 5.1(a)(i) and (ii):

X = Existing Exercise Price immediately prior to the Bonus Issue

N = The number of additional equities (whether a whole or a fraction) received by a holder of existing equities for each equity (of the relevant Underlying Company) held prior to the Bonus Issue

E = Existing Exercise Ratio immediately prior to the Bonus Issue

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio and/or Exercise Price as the Issuer determines appropriate to account for the dilutive effect of the Bonus Issue.

On any such adjustment, the resultant Exercise Ratio and/or Exercise Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(b) Rights Issue

If and whenever an Underlying Company of the relevant Structured Warrants shall, by way of Rights (as defined below), offer new equities for subscription at a fixed subscription price

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

("Rights Issue Price") to the holders of existing equities pro rata to the holders' existing holdings ("Rights Issue"), the Exercise Price and/or the Exercise Ratio shall be adjusted on the Market Day immediately following the last day on which an instrument of transfer of such equities could be lodged so that the transferee of the equity would qualify for the Rights Issue in accordance with the following formula:

(i) Adjusted Exercise Ratio =

$$\frac{1 + (R/S) \times M}{1 + M} \times E$$

(ii) Adjusted Exercise Price =

$$\frac{1 + (R/S) \times M}{1 + M} \times X$$

Whereby, in respect of this Condition 5.1(b)(i) and (ii):

R = Subscription price per Share of the Underlying Company of the relevant Structured Warrants under the Rights Issue.

S = Cum-rights share price being the last traded price of an existing equity of the Underlying Company of the relevant Structured Warrants making the Rights Issue on the last Market Day on which the equities (of the Underlying Company of the relevant Structured Warrants making the Rights Issue) are traded on a cum-rights basis.

M = Number of new equities (whether a whole or fraction) per existing equity of the Underlying Company of the relevant Structured Warrants making the Rights Issue each holder thereof is entitled to subscribe.

X = Existing Exercise Price immediately prior to the Rights Issue.

E = Existing Exercise Ratio immediately prior to the Rights Issue.

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio and/or Exercise Price as the Issuer determines appropriate to account for the dilutive effect of the Rights Issue.

On any such adjustment, the resultant Exercise Ratio and/or Exercise Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

For the purposes hereof, "**Rights**" means the Right(s) attached to each existing equity or needed to acquire one new equity (as the case may be) which are given to the holders of existing equities to subscribe for new equities at a fixed subscription price pursuant to the Rights Issue (whether by the exercise of one Right, a part of a Right or an aggregate number of Rights).

(c) **Subdivision or Consolidation**

If and whenever the Underlying Company of the relevant Structured Warrants shall subdivide its equities or any class of its outstanding share capital comprising the equities into a greater number of equities (a "**Subdivision**"), or consolidate the equities or any class of its outstanding share capital comprising the equities into a smaller number of equities (a "**Consolidation**"), the Exercise Price and/or the Exercise Ratio shall be adjusted on the Market Day on which the relevant Subdivision or Consolidation shall have taken effect in accordance with the following formula:

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

(i) Adjusted Exercise Ratio =

$$\frac{E \times P}{N}$$

(ii) Adjusted Exercise Price =

$$\frac{X \times P}{N}$$

Whereby, in respect of this Condition 5.1(c)(i) and (ii):

X = Existing Exercise Price immediately prior to the Subdivision or Consolidation.

N = Revised number of equities after the Subdivision or Consolidation.

P = Existing number of equities immediately prior to the Subdivision or Consolidation.

E = Existing Exercise Ratio immediately prior to the Subdivision or Consolidation.

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio and/or Exercise Price as the Issuer determines appropriate to account for the dilutive or consolidative effect of the Subdivision or Consolidation.

On any such adjustment, the resultant Exercise Ratio and/or Exercise Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(d) Capital Repayment

Should the Underlying Company of the relevant Structured Warrants undertake a capital repayment in cash (pursuant to Section 115 of the Companies Act 2016 or such other corresponding provision in the Relevant Country in which the Underlying Equity is listed and quoted) during the tenure of the Structured Warrants, the Exercise Price and/or the Exercise Ratio of the Structured Warrants shall be adjusted on the Market Day following the last day on which an instrument of transfer is lodged to enable the transferee of the equities to qualify for the capital repayment by the amount of the capital repayment, net of taxation, if any.

The Exercise Ratio and Exercise Price for the Structured Warrants shall be adjusted in accordance with the following formula:

(i) Adjusted Exercise Ratio =

$$E \times \frac{(P - D)}{P}$$

(ii) Adjusted Exercise Price =

$$X \times \frac{(P - D)}{P}$$

Whereby, in respect of this Condition 5.1(d)(i) and (ii):

P= Closing Price of the Underlying Equity on the last market day on which the Underlying Equity is traded on a cum-entitlement basis.

D = The capital repayment per one (1) Underlying Equity held.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- X = Existing Exercise Price immediately prior to the capital repayment.
- E= Existing Exercise Ratio immediately prior to the capital repayment.

The Exercise Ratio and/or Exercise Price of the Structured Warrants shall not be adjusted for capital repayment in specie or in the form of other securities, other than for bonus issue and rights issue pursuant to Conditions 5.1(a) and (b).

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio and/or Exercise Price as the Issuer determines appropriate to account for the effect of the capital repayment.

On any such adjustment, the resultant Exercise Ratio and/or Exercise Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

Notwithstanding the above, if a capital repayment undertaken by the relevant Underlying Company results in a significant change in the business of such Underlying Company or such other circumstances as the Issuer may determine, the Issuer is entitled to terminate the Structured Warrants without prior notice to the Holders. If the Issuer terminates the Structured Warrants, then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Holder in respect of each Structured Warrant held by such Holder if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero. The Cash Settlement Amount shall be determined by the Issuer in a manner as it reasonably deems fit based on the fair market value of the Structured Warrants (as determined by the Issuer) after taking into account the capital repayment exercise less all Exercise Expenses, if any.

(e) Other adjustments

The Issuer is entitled to make other adjustments as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer believes (notwithstanding any adjustment previously made by the Issuer) should, in the context of the issue of Structured Warrants and its obligations hereunder, give rise to such adjustment. The Issuer shall make such adjustment generally without considering the individual circumstances of any Holder or the tax or other consequences of such adjustment in any particular jurisdiction.

On any such adjustment, the resultant Exercise Ratio and/or Exercise Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency.

5.2 Notwithstanding the foregoing, no adjustments shall be made to the Exercise Ratio and/or Exercise Price if the formulae stated in Condition 5.1(a) to Condition 5.1(e) results in an adjustment which would amount to less than two percent (2%) of the Exercise Ratio and/or Exercise Price being changed.

5.3 Any termination of Structured Warrants or adjustment made pursuant to Conditions 5.1 and 5.2 shall be binding on the Holders save in the case of manifest error. Notice of such termination, adjustments or amendments shall be given to the Holders as soon as practicable thereafter in accordance with Condition 14 and in any event within five (5) Market Days of such termination, adjustment or amendment being made.

6 Restrictions to Protect Rights of Holders

6.1 As from the date of the issue of the Structured Warrants and for so long as any of the Structured Warrants remain exercisable, the Issuer shall have arrangements in place to ensure, for the benefit of the Holders that it is able to satisfy in full the exercise of all the Structured Warrants for the time being outstanding.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

7 **Merger or Consolidation of Underlying Company**

- 7.1 In the event of a merger, amalgamation or reconstruction of the Underlying Company wherein an Underlying Company is to or may merge or consolidate with or into any other corporation (including becoming, by agreement or otherwise, a subsidiary of any corporation or controlled by any person or corporation) (except where the Underlying Company is the surviving corporation in a merger), or is to or may sell or transfer all or substantially all of its assets ("**Restructuring Event**"), the Issuer may in good faith take any of the actions below:
- (a) cancel the Structured Warrants without prior notice to the Holders. If the Structured Warrants are so cancelled, the Issuer shall pay an amount to each Holder, if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero. The Cash Settlement Amount shall be determined by the Issuer in a manner as it reasonably deems fit based on the fair market value of the Underlying Equity (as determined by the Issuer) after taking into account the Restructuring Event less all Exercise Expenses, if any; and/or
- (b) amend and determine the appropriate adjustment, if any, to be made to the terms and conditions of the Structured Warrants to account for the Restructuring Event and determine the effective date of that adjustment. After such adjustments (if any), the Structured Warrants shall relate to the number of equities of the corporation(s) resulting from or surviving such Restructuring Event or other securities ("**Substituted Securities**") and/or cash offered in substitution for the affected Underlying Equity of the relevant Structured Warrants to which the holder of such number of Underlying Equity to which the Structured Warrants related immediately before such Restructuring Event would have been entitled upon such Restructuring Event, as the case may be. The Issuer may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of the Restructuring Event made by a Securities Exchange to options on the relevant Underlying Equity traded on that Securities Exchange.
- 7.2 Upon the occurrence of a Restructuring Event, the rights attaching to the Structured Warrants in respect of that Underlying Company may be amended by the Issuer no later than the Market Day preceding the consummation of such Restructuring Event.
- 7.3 The provisions of these Conditions shall apply to such Substituted Securities provided that, any Substituted Securities may, as the Issuer reasonably deems fit, be replaced by an amount in the Relevant Currency equal to the market value or, if no market value is available, fair value, of such Substituted Securities in each case as determined by the Issuer as soon as practicable after such Restructuring Event is effected.
- 7.4 Any cancellation of Structured Warrants or modification of rights made pursuant to Condition 7.1 or 7.2 shall be notified to the Holders as soon as practicable thereafter and in any event within five (5) Market Days from the date of such cancellation or modification in accordance with Condition 14.

8 **Take-over Offer, Compulsory Acquisition or other Forms of Reorganisation in respect of the Underlying Company**

8.1 Take-over Offer or Compulsory Acquisition

In the event of the Take-Over Offer or Compulsory Acquisition or any other event having similar effect on the rights of the Holders ("**Other Event**") no cancellation of the relevant Structured Warrants shall be effected and the relevant Structured Warrants shall remain valid until its Expiry Date unless any such Take-Over Offer, Compulsory Acquisition or Other Event results in any of the circumstances referred to in Condition 9 or Condition 10, in which event, the relevant provisions of Condition 9 or Condition 10 shall apply.

8.2 Other Forms of Reorganisation

In the event of a scheme of arrangement or any other forms of reorganisation including any scheme of arrangement or reorganisation resulting in the privatisation of the Underlying Company, or the Underlying Company is placed under a judicial management under any applicable laws, the Issuer is entitled to deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

9 Delisting of the Underlying Equity

9.1 If at any time the Underlying Equity of the Structured Warrants ceases to be listed on Bursa Securities or such other Securities Exchanges or there is an announcement of an intention to cease the listing status of the Underlying Company or the Underlying Equity is suspended from trading on Bursa Securities or such other Securities Exchanges prior to, and in connection with the delisting of the Underlying Equity, the Structured Warrants may if determined by the Issuer be automatically exercised without notice of automatic exercise being given by the Issuer to the Holder:

- (a) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
- (b) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The Closing Price for the calculation of the Cash Settlement Amount (calculated in accordance with Condition 2) shall be the last quoted price of the Underlying Equity immediately before such events or determined in accordance with Condition 2.1.2, as the case may be, and the Issuer shall not be obliged to make any adjustment to the Exercise Price.

Provided that if there is a Market Disruption Event on the date immediately before such events ("**Set Date**"), the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

However, in the event the Underlying Equity is suspended or delisted (as the case may be) as a result of the Take-over Offer or the Compulsory Acquisition, the Closing Price for the calculation of the Cash Settlement Amount shall be as calculated above or the announced price for the Take-over Offer, whichever is lower (for call warrants) or higher (for put warrants), as the case may be.

9.2 Subject to the aforesaid, the Issuer may but shall not be obliged to make any adjustment to the terms and conditions of the Structured Warrants and the rights attaching to the Structured Warrants as it shall reasonably consider appropriate to ensure that the interests of the Holders generally are not materially prejudiced as a consequence of such events (without considering the individual circumstances of any Holder or the tax or other consequences that may result in any particular jurisdiction).

10 Liquidation, Dissolution or Winding-Up of the Underlying Company

10.1 In the event of a liquidation, dissolution or winding-up of the Underlying Company or the appointment of a liquidator, receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Underlying Company's Assets, the Structured Warrants will be automatically exercised without notice of automatic exercise being given by the Issuer to the Holder:

- (a) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
- (b) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses,

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The Closing Price for the calculation of the Cash Settlement Amount (calculated in accordance with Condition 2) shall be the closing price of the Underlying Equity on the Market Day immediately before such events or determined in accordance with Condition 2.1.2, as the case may be, and the Issuer shall not be obliged to make any adjustment to the Exercise Price.

Provided that if there is a Market Disruption Event on the Set Date, the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- 10.2 Subject to the aforesaid, the Issuer may but shall not be obliged to make any adjustment to the terms and conditions of the Structured Warrants and the rights attaching to the Structured Warrants as it shall reasonably consider appropriate to ensure that the interest of the Holders generally are not materially prejudiced as a consequence of such events (without considering the individual circumstances of any Holder or the tax or other consequences that may result in any particular jurisdiction).

10A Takeover, Merger, Liquidation, Dissolution or Winding-Up of Issuer

- 10A.1 In the event of a take-over or a scheme of arrangement or any other form of reorganisation undertaken by the Issuer or any other events having similar effects on the rights of the Holders, the Issuer is entitled to deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.
- 10A.2 In the event of a merger, amalgamation or reconstruction of the Issuer, the corporation, trust or other body into which the Issuer is merged, amalgamated or reconstructed shall assume all the liabilities and the obligations of the Issuer in respect of the Structured Warrants so that the rights of the Holders shall continue to exist and be enforceable to the same extent as provided by the Issuer under the Deed Poll.
- 10A.3 In the event of a liquidation, dissolution or winding-up of the Issuer or the appointment of a receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Issuer's Assets, the Structured Warrants remaining outstanding shall be deemed to be exercised on the Market Day immediately prior to the date of such liquidation, dissolution, winding-up or appointment as follows:
- (a) All unexercised Structured Warrants shall automatically be exercised without notice of automatic exercise being given by the Issuer to the Holders:
 - (i) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
 - (ii) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The closing price of the Underlying Equity on the Market Day immediately before the above events shall form the Closing Price for the calculation of the Cash Settlement Amount.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (b) Notwithstanding the foregoing, if there is a Market Disruption Event on the Set Date, the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

11 Replacement of Structured Warrants Certificate

- 11.1 If the Structured Warrants Certificate which has been deposited with Bursa Depository is mutilated, defaced, lost, worn out, stolen or destroyed it shall be replaced by the Issuer at the registered office of the Structured Warrants Registrar on such terms as to evidence and indemnity or otherwise as the Issuer may require. All payment of such costs as may be incurred in connection therewith shall be borne by the Issuer. Mutilated, defaced, lost, worn, stolen or destroyed Structured Warrants Certificates shall be deemed cancelled.

12 Register, Transfer and Transmission

- 12.1 Each Holder registered in the Record of Depositors shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from the Structured Warrants, and shall be deemed and treated as the absolute owner of the relevant Structured Warrants, in accordance with the Central Depositories Act and the Rules of Bursa Depository, whether or not the Issuer shall be in default in respect of the Structured Warrants or any of the covenants contained herein and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft of any Structured Warrants. The provisions of the Central Depositories Act, the Rules of Bursa Depository and the Issuer's constitution for the time being relating to the registration, transfer and transmission of shares and the fees payable thereon shall apply with necessary modification to the registration, transfer and transmission of the legal ownership of the Structured Warrants, subject always to the provisions of this Condition and Condition 2.
- 12.2 The entries made under the Record of Depositors shall be deemed to be the final record of all Depositors. No notice of any trust, express or implied, shall be entered upon the Record of Depositors otherwise than pursuant to an order of a court of competent jurisdiction or as required by law, and a Holder shall be deemed to be the beneficial owner of the Structured Warrants standing to the credit of his/its Securities Account, until such time as the Structured Warrants are duly transferred to another Holder and the name of the transferee is entered in the Record of Depositors.

13 Meetings of Holders

- 13.1 The procedure governing the convening and conduct of meetings of the Holders are set out in the Third Schedule to the Deed Poll.

14 Notices

- 14.1 Subject to Condition 14.2:
- (a) all notices to the Holders pertaining to the convening of meetings shall be made by way of notice published in at least one (1) English language national daily newspaper and announced through Bursa Securities; and
- (b) all other notices shall either be announced through the Bursa Securities or published in at least one (1) English language national daily newspaper.
- 14.2 A notice is deemed to have been given and served to the Holders on the date of announcement or publication as the case may be or, if announced or published more than once or on different dates, on the first date on which it is announced or published.
- 14.3 All notices effected in accordance with this Condition 14 shall be deemed to be effective in respect of all persons who become Holders after the date of the relevant notice.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

14.4 For the avoidance of doubt, a notice shall not be required to be published or announced in respect of an event contemplated under Conditions 5, 7, 8, 9, 10 or 10A, as the case may be, if no adjustment to the rights of the Holders, termination or cancellation of the relevant Structured Warrants or amendment to the terms and conditions of the relevant Structured Warrants is made or to be made pursuant thereto.

15 Modification of rights

15.1 All or any of the rights for the time being attached to the Structured Warrants (other than the Exercise Price which a Holder is entitled to or the formulae for the adjustment of the Exercise Price or the Exercise Ratio or any other condition, which may be modified in accordance with the provisions set out elsewhere in these Conditions) may be altered or abrogated by the Issuer from time to time (whether or not the Issuer is being wound up), and the sanction of a Special Resolution passed at a meeting of the Holders held as aforesaid shall be necessary to effect such alteration or abrogation.

15.2 Notwithstanding the provisions of Condition 15.1, the Issuer may without the consent of the Holders but in accordance with the terms of the Deed Poll, effect any modification to the Structured Warrants or the Deed Poll which, in the opinion of the Issuer, is:

- (a) not materially prejudicial to the interests of the Holders; or
- (b) of a formal, minor or technical nature; or
- (c) necessary or expedient to correct a manifest error, or to comply with mandatory provisions of law; or
- (d) necessary or expedient to facilitate scripless trading in or exercise of the Structured Warrants or payment by way of electronic funds transfer as approved by the relevant government or statutory authorities in respect of the Structured Warrants or to amend the restrictions on transfer or exercise of the Structured Warrants to comply with the requirements of or the concessions granted by any relevant government or statutory authorities.

Any such modification shall be binding on all Holders and shall be notified by the Issuer to them as soon as practicable thereafter in accordance with Condition 14 but in any event not later than twenty (20) Market Days from the date of such modification.

15.3 Notwithstanding Condition 15.1, the Issuer may, at any time and from time to time for the purpose of an issue of new Structured Warrants or a new Series of Structured Warrants through the Base Prospectus and without the consent or sanction of the Holders supplement the Deed Poll with the terms and conditions of the new Structured Warrants or Series of Structured Warrants (as set out in the relevant Term Sheet), as the case may be. In the event such supplement to the Deed Poll shall affect the rights and interests of the Holders, the Issuer is to effect such supplement to the Deed Poll by notice to the Holders in accordance with Condition 14 and such supplement shall be binding on all Holders without any further action being required to be taken by the Issuer. For the avoidance of doubt, a Holder is deemed to have notice of all announcements (and their respective contents) made by the Issuer to Bursa Securities in respect of or affecting the Series of Structured Warrants held.

16 Buy-backs and cancellation

16.1 The Issuer, and/or its Affiliates, may at any time purchase or buy back the Structured Warrants in the open market or by tender or private treaty and become the Holder of the Structured Warrants. Any Structured Warrants so purchased may be held or resold or surrendered for cancellation provided that cancellation of the Structured Warrants may only occur if all outstanding Structured Warrants have been purchased by the Issuer and/or its Affiliates.

16.2 Notwithstanding Condition 16.1, any purchase of the Structured Warrants by the Issuer and/or its Affiliates shall be undertaken in such manner and on such terms as may be imposed by the SC.

17 Warrant Agency Agreement

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 17.1 The Structured Warrants Registrar acts as an agent of the Issuer and shall not assume any obligation or duty to or any relationship of agency or trust for the Holders except only as described in Condition 17.2.
- 17.2 The Warrant Agency Agreement contains provisions for the indemnification of the Structured Warrants Registrar. The Structured Warrants Registrar shall not be liable to any Holder in respect of any losses, liabilities, costs, claims, actions or demands which such Holder may suffer or incur or allege to have suffered or incurred as a result of or in connection with the exercise or non-exercise of any Structured Warrants Registrar's powers, discretions and/or duties except in the case of any material breach by the Structured Warrants Registrar of the terms of the Warrant Agency Agreement or the Structured Warrants Registrar's wilful default, misconduct, gross negligence, fraud or bad faith or that of its directors, officers, employees or agents. The Structured Warrants Registrar may:
- (a) in the exercise of its powers, discretions and/or duties in connection with the Structured Warrants, act on the advice or opinion of, or any certificate or information obtained in good faith from, any lawyer, valuer, accountant, banker, broker, securities company or other expert whether obtained by the Issuer, the relevant Structured Warrants Registrar or otherwise (which advice, opinion, certificate or information may be sent or obtained by letter, telex, telegram, cable or facsimile device) and the Structured Warrants Registrar shall not be liable for any loss occasioned by acting on any such advice, opinion, certificate or information or by any such letter, telex, telegram, cable or facsimile message being forged or otherwise not authentic or containing some errors with respect to content, delivery or transmission;
 - (b) receive and retain without liability to account, such fee or other remuneration as may from time to time be agreed between the Issuer and the Structured Warrants Registrar for the registration and administration of the Structured Warrants; and
 - (c) enter into or be interested in any contract or financial or other transaction or arrangement with the Issuer or any person or body corporate associated with the Issuer in connection therewith to receive and retain, without liability to account any profit, fee, remuneration or other benefit received thereby or in connection therewith.

The Structured Warrants Registrar does not act as the agent of any Holder and therefore owes no fiduciary duty to any Holder in arriving at its calculations and determinations.

18 Exclusion of equities

- 18.1 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, or these Conditions, no person shall be recognised by the Issuer as holding any Structured Warrants upon any trust, and the Issuer shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any Structured Warrant, or any interest in any fractional part of a Structured Warrant, or (except only as by these presents or by law otherwise provided) any other right in respect of any Structured Warrants, except an absolute right to the entirety thereof in the registered holder.

19 Governing law

- 19.1 The Structured Warrants and the Deed Poll are governed by and shall be construed in accordance with the laws of Malaysia. The Issuer and the Holders irrevocably agree that with respect to any proceedings in Malaysia in connection with any matter or issue relating to the Deed Poll and these Conditions, they shall be bound by the decision, ruling or order of the Malaysian Court.

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ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

PART 2

CONDITIONS OF THE CASH-SETTLED SINGLE INDEX CALL OR PUT WARRANTS

1 **General, Nature, Form, Transfer, Administration and Status of Structured Warrants**

- 1.1 The Structured Warrants comprise **European style non-collateralised cash-settled call or put warrants over a single index** to be issued from time to time by the Issuer through the Base Prospectus and subject to, and with the benefit of the Deed Poll referred to on the face of the Structured Warrants Certificate and these Conditions. The Exercise Rights entitle the Holder of each Structured Warrant for each Series of Structured Warrants issued or to be issued, subject to the Deed Poll and in accordance with these Conditions, upon valid exercise thereof, to the Cash Settlement Amount calculated in accordance with Condition 2. Certain statements in these Conditions are summaries of and are subject to the detailed provisions of the Deed Poll and in the event of any inconsistency between a provision contained in these Conditions and a provision contained in the Deed Poll, the provisions in the Deed Poll shall prevail. The Issuer has entered into a Warrant Agency Agreement with the Structured Warrants Registrar. Copies of the Deed Poll and the Warrant Agency Agreement are available for inspection at the registered office of the Issuer, being at the date hereof at 27th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur. The Holders for the time being of the Structured Warrants and whose names appear on the Record of Depositors are all entitled to the benefit of, bound by, and deemed to have notice of, all the provisions of the Deed Poll and the Warrant Agency Agreement. Further, each Holder acknowledges it has, where necessary, consulted its stockbroker, solicitor or other adviser before investing in the Structured Warrants and none of the Issuer or its directors or employees may be construed as investment adviser or agent of, or owe any fiduciary duty to the Holder. **For the purposes of this Part 2, the term "Structured Warrants" shall refer to the European style non-collateralised cash-settled call or put warrants over a single index.**
- 1.2 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, the relevant applicable rules and regulations and these Conditions:
- (a) each Structured Warrant is an option which confers on the Holder the Exercise Rights which require the Issuer to pay the Cash Settlement Amount to the Holder in accordance with these Conditions; and
- (b) the Structured Warrants are issued in registered form, serially numbered and are a Prescribed Security to be admitted to the Official List. The Structured Warrants are represented by a global/jumbo certificate issued to Bursa Depository or its nominee who holds the same as bare trustee on behalf of the Holders, and deposited with Bursa Depository in or substantially in the form set out in the First Schedule to the Deed Poll as the same may from time to time be modified in accordance with the Deed Poll.
- 1.3 Subject to all information provided by the subscriber for the Structured Warrants to the Issuer being complete and consistent with the records of Bursa Depository, the Issuer shall within seven (7) Market Days from the date of allotment of the Structured Warrants, cause and procure the Structured Warrants Registrar to notify Bursa Depository of the names of the Holders together with such particulars as may be required by Bursa Depository for the purpose of making appropriate entries in the Securities Account of the respective Holder, request Bursa Depository to credit the Securities Account of the Holders with the applicable Structured Warrants and shall deliver to Bursa Depository the Structured Warrants Certificate registered in the name of Bursa Depository or its nominee company in such manner as may be prescribed by the Rules of Bursa Depository or agreed with Bursa Depository. If, at any time, the information provided by the Holders for the Structured Warrants is incorrect or inaccurate or inconsistent with the records of Bursa Depository, the Issuer reserves the right and without any obligation whatsoever to the Holders, to accept, reject or otherwise deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances. The Holders are not entitled to any physical warrant certificates.
- 1.4 Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the registration and subsequent administration of Structured Warrants shall be in the manner set forth in the Deed Poll and the Warrant Agency Agreement. It is hereby acknowledged that the Issuer shall be entitled to appoint registrars for the registration and administration of the Structured Warrants.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

The Issuer hereby confirms that it shall/has appointed the Structured Warrants Registrar for the purpose stipulated hereof, who shall perform such duties as required by the Issuer under the Deed Poll.

- 1.5 The Holders may transfer the Structured Warrants in the manner prescribed under the Central Depositories Act and the Rules of Bursa Depository. Structured Warrants shall be issued in board lots of one hundred (100) warrants or such other board lot as permitted by the SC and/or Bursa Securities.
- 1.6 The Structured Warrants and the settlement obligation of the Issuer in respect of the Structured Warrants represent general and unsecured contractual obligations of the Issuer and of no other person which rank, and shall rank, equally among themselves and without preference in all respects, subject to such exceptions as may from time to time exist under applicable law or the Deed Poll, with the other existing and future unsecured and unsubordinated obligations of the Issuer.
- 1.7 The Structured Warrants do not confer on the Holders any right to acquire or dispose of equities or other securities, including the equities in the companies constituting the Underlying Index and the Issuer is not under any obligation whatsoever to purchase, hold or deliver such equities or other securities, or any rights and benefits attaching thereto.
- 1.8 The Holders of Structured Warrants are entitled to the Cash Settlement Amount in accordance with Condition 2.

2 Exercise of the Structured Warrants**2.1 Automatic Exercise and Expiry**

2.1.1 The Structured Warrants shall be automatically exercised at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount calculated in Condition 2.1.2 after deduction of the Exercise Expenses, if any, is greater than zero (without notice of automatic exercise being given by the Issuer to the Holders). If the Expiry Date is not a Market Day then it shall be deemed to be exercised on the next following Market Day. The Structured Warrants will automatically terminate and cease to be valid at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

2.1.2 The Issuer shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the Expiry Date or such other period as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount, calculated as set out below less Exercise Expenses, if any:

For call warrants:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \frac{(\text{Closing Level}^{(1)} - \text{Exercise Level}^{(2)})}{1} \times \text{Multiplier}^{(3)} \times \text{Settlement Exchange Rate (if applicable)}$$

For put warrants:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \frac{(\text{Exercise Level}^{(2)} - \text{Closing Level}^{(1)})}{1} \times \text{Multiplier}^{(3)} \times \text{Settlement Exchange Rate (if applicable)}$$

(1) (a) The "Closing Level" on the Expiry Date shall be calculated by reference to either:

(i) the closing level of the Underlying Index on the Market Day immediately before the Expiry Date; or

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

(ii) the final settlement price for settling the corresponding spot-month index future contracts on the Expiry Date; or

(iii) the average of the closing levels of the Underlying Index for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date,

and as specified in the relevant Term Sheet.

If on the relevant date the Underlying Index Sponsor has not published the Underlying Index for the purpose of calculating the Closing Level, the Closing Level will be the closing level of the Underlying Index on the Market Day immediately before the relevant date (subject to the Market Disruption Event provision below).

(b) Notwithstanding anything to the contrary stated in this Condition 2.1.2, if there is a Market Disruption Event on the Expiry Date, the Expiry Date shall be the next following Market Day after the Market Disruption Event. If the Market Disruption Event continues to occur up to the eighth (8th) Business Day following the original Expiry Date, then the Expiry Date shall be:

(i) that eighth (8th) Business Day; and

(ii) the Issuer shall determine as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference level and/or the exchange rate (if applicable) for that Expiry Date by determining the level of the Underlying Index and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

(2) The Exercise Level and/or Exercise Ratio shall be subject to such adjustments as may be necessary as provided in Condition 5.

(3) The Multiplier shall be specified in the relevant Term Sheet.

2.1.3 In the event that the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero on the Expiry Date, the Structured Warrants shall terminate on the Expiry Date and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

2.2 (a) The Cash Settlement Amount less the Exercise Expenses, if any, shall be made by way of cheque drawn in favour of the Holder to be delivered by ordinary post to the Holder's address last recorded in the Record of Depositors at the Holder's own risk or by way of telegraphic transfer to the bank account of the Holder last notified to the Structured Warrants Registrar. Where the Issuer makes a payment to a Holder pursuant to the terms of Condition 2.1, the amount of such payment arising from the exercise of the Structured Warrants shall be final and conclusive and the Issuer shall be discharged from its obligation upon making such payment thereof in accordance with these Conditions.

(b) The Cash Settlement Amount less the Exercise Expenses, if any, shall be calculated and be payable in Settlement Currency and rounded down to the nearest two (2) decimal points. All determinations made by the Issuer pursuant to Condition 2.1 shall be final and conclusive and binding on the Holders.

(c) The Holder is to bear all Exercise Expenses, if any, in relation to the exercise of Structured Warrants and on exercise of the Structured Warrants the Issuer shall be irrevocably authorised by the Holder to deduct all Exercise Expenses, if any, from the Cash Settlement Amount.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (d) If as a result of a Settlement Disruption Event, it is not possible for the Issuer to make payment on the original Settlement Date, the Issuer shall use its reasonable endeavours to procure payment as soon as practicable after the original Settlement Date. The Issuer shall not be liable to the Holder for any interest in respect of the amount due or any loss or damage that such Holder may suffer as a result of the existence of the Settlement Disruption Event.
- 2.3 The Issuer shall not allow the Holder to exercise the Exercise Rights unless the Structured Warrants are or have been designated as "free securities" in accordance with the Rules of Bursa Depository.
- 2.4 The Issuer declares that approval shall be sought from Bursa Securities for the admission of the Structured Warrants to the Official List and for the listing of and quotation for the Structured Warrants on Bursa Securities.
- 2.5 The initial Structured Warrants Registrar and its specified offices are stated in the Deed Poll. The Issuer reserves the right at any time to terminate the appointment of the Structured Warrants Registrar. Prior written notice of any termination, appointment of Structured Warrants Registrar, resignation of the Structured Warrants Registrar or any changes in any of the specified offices of the relevant Structured Warrants Registrar shall be given to the Holders in accordance with Condition 11 and such prior notice shall be given to the Holders not more than sixty (60) days and less than thirty (30) days of such termination, appointment, resignation or change.
- 2.6 In respect of each Structured Warrant in which Exercise Rights have been exercised, the Issuer shall instruct or procure the Structured Warrants Registrar to instruct Bursa Depository to debit the appropriate number of Structured Warrants in respect of which Exercise Rights have been exercised from the Securities Account of such Holder. The Issuer shall be entitled at any time on or after the Expiry Date, to demand that Bursa Depository deliver to the Issuer the Structured Warrants Certificates and thereafter cancel or cause the cancellation of the Structured Warrants Certificates.
- 2.7 The Structured Warrants subject to the Exercise Rights which have been exercised in accordance with the Deed Poll shall cease to exist and all obligations of the Issuer in respect of those Structured Warrants shall terminate absolutely following payment of the amount (if any) referred to in this Condition 2.
- 3 Exercise Rights and Suspension**
- 3.1 Upon and subject to the provisions of the Central Depositories Act, the Rules of Bursa Depository and the Deed Poll, the Holder whose name as stated in the Record of Depositors shall have the right on the Expiry Date to invoke its Exercise Rights at the Exercise Level subject to adjustments in accordance with Condition 5.
- 3.2 The Structured Warrants shall, subject to any directions, order or notice from any relevant regulatory authority and any request for suspension by the Issuer which is not rejected by any such relevant regulatory authority, continue to be traded notwithstanding that the trading of the options or futures relating to the relevant Underlying Index on any options or futures exchanges may have been suspended. Any such suspension shall not preclude the Holder from exercising the Exercise Rights.
- 3.3 The Issuer shall notify the Holders of the Expiry Date at least two (2) weeks prior to the Expiry Date for Structured Warrants with a tenure of six (6) months and at least one (1) month prior to the Expiry Date for Structured Warrants with more than six (6) months' tenure or such other period as may be specified by the relevant authority. Such notice shall be given in accordance with Condition 11 stating the Expiry Date and treatment of the Structured Warrants which are not exercised.
- 4 Deposit and Forfeiture of Unclaimed Amount**
- 4.1 In the event that the Issuer makes the Cash Settlement Amount to any Holder under Condition 2 and such Holder does not present the cheque for payment within six (6) months from the date of the cheque, the Issuer shall at any time thereafter deal with the said monies in accordance and in compliance with, the requirements of the Unclaimed Moneys Act 1965 (Act 370) (revised 1989) of Malaysia.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

5 Adjustment of the Underlying Index, Exercise Level and/or Exercise Ratio

5.1 Adjustments

Subject to the Conditions as hereinafter provided and the Deed Poll, the Underlying Index of the relevant Structured Warrants shall from time to time be adjusted in accordance with the following provisions:

- (a) Successor for the Underlying Index Sponsor calculates and reports on the Underlying Index

If a relevant Underlying Index is:

- (i) not calculated and announced by the Underlying Index Sponsor but is calculated and published by a successor to the Underlying Index Sponsor (the "**Successor Underlying Index Sponsor**") acceptable to the Issuer; or
- (ii) replaced by a successor index using, in the determination of the Issuer, the same or a substantially similar formula for and method of calculation as used in the calculation of the Underlying Index,

then in each case, that underlying index ("**Successor Index**") shall be deemed to be the Underlying Index.

- (b) Modification and Cessation of Calculation of Underlying Index

If:

- (i) on or prior to the Exercise Date, the Underlying Index Sponsor or (if applicable) the Successor Underlying Index Sponsor makes or announces that they shall make a material change in the formula for or the method of calculating the Underlying Index or in any other way materially modifies the Underlying Index (other than a modification prescribed in that formula or method to maintain the Underlying Index in the event of changes in constituent securities and other capitalisation and routine events) or cancels or announces the cancellation of the Underlying Index and no Successor Index exists; or
- (ii) on the Exercise Date, the Underlying Index Sponsor or the Successor Underlying Index Sponsor fails to calculate and publish the Underlying Index (other than as a result of a Market Disruption Event),

then the Issuer may determine the reference level using, in lieu of a published level for the Underlying Index, the level for the Underlying Index as at that Exercise Date as determined by the Issuer in accordance with the formula for and method of calculating the Underlying Index last in effect prior to that change, modification, cancellation or failure, but using only securities that constituted the Underlying Index immediately prior to that change, modification, cancellation or failure (other than those securities that constituted the Underlying Index which have since ceased to be listed on or quoted by the relevant Securities Exchange).

- (c) Correction of Closing Level

In the event that the Closing Level published by the Underlying Index Sponsor or the Successor Underlying Index Sponsor which is utilised for any calculation or determination made under the Structured Warrants is subsequently corrected, the Issuer will, as it reasonably deems fit, adjust the terms of the Structured Warrants to account for such correction provided that such correction is published and made available to the public by the Underlying Index Sponsor or the Successor Underlying Index Sponsor during a period following original publication equal in duration to the period in which a trade in futures or options contracts relating to the Underlying Index on the relevant Securities Exchange would customarily settle according to the rules of such Securities Exchange, or if there are multiple Securities Exchanges in respect of the Underlying Index, the longest such period, and further provided, that such publication of such correction is made sufficiently in advance of the Settlement Date.

- (d) Notice of Determinations

All determinations made by the Issuer pursuant hereto shall be conclusive and binding on the Holders. The Issuer shall give, or procure that there is given, notice as soon as

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

practicable of any adjustment and of the date from which such adjustment is effective by notification to the Holders in accordance with Condition 11.

- 5.2 Notwithstanding the foregoing, no adjustments shall be made to the Exercise Ratio and/or Exercise Level if such adjustments would amount to less than two percent (2%) of the Exercise Ratio and/or Exercise Level being changed.
- 5.3 Any adjustment made pursuant to Condition 5.1 and 5.2 shall be binding on the Holders save in the case of manifest error. Notice of such adjustments or amendments shall be given to the Holders as soon as practicable thereafter in accordance with Condition 11 and in any event within five (5) Market Days of the adjustment being made.

6 Restrictions to Protect Rights of Holders

- 6.1 As from the date of the issue of the Structured Warrants and for so long as any of the Structured Warrants remain exercisable, the Issuer shall have arrangements in place to ensure, for the benefit of the Holders that it is able to satisfy in full the exercise of all the Structured Warrants for the time being outstanding.

7 Takeover, Merger, Liquidation, Dissolution or Winding-Up of Issuer

- 7.1 In the event of a take-over or a scheme of arrangement or any other form of reorganisation undertaken by the Issuer or any other events having similar effects on the rights of the Holders, the Issuer is entitled to deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.
- 7.2 In the event of a merger, amalgamation or reconstruction of the Issuer, the corporation, trust or other body into which the Issuer is merged, amalgamated or reconstructed shall assume all the liabilities and the obligations of the Issuer in respect of the Structured Warrants so that the rights of the Holders shall continue to exist and be enforceable to the same extent as provided by the Issuer under the Deed Poll.
- 7.3 In the event of a liquidation, dissolution or winding-up of the Issuer or the appointment of a receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Issuer's Assets, the Structured Warrants remaining outstanding shall be deemed to be exercised on the Market Day immediately prior to the date of such liquidation, dissolution, winding-up or appointment as follows:
- (a) All unexercised Structured Warrants shall automatically be exercised without notice of automatic exercise being given by the Issuer to the Holders:
- (i) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
- (ii) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The closing level of the Underlying Index on the Market Day immediately before the above events shall form the Closing Level for the calculation of the Cash Settlement Amount for the Structured Warrants.

- (b) Notwithstanding the foregoing, if there is a Market Disruption Event on the date immediately before the above events ("**Set Date**"), the Closing Level shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Level shall be determined by the

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference level and/or the exchange rate (if applicable) for that Set Date by determining the level of the Underlying Index and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

8 Replacement of Structured Warrants Certificate

- 8.1 If the Structured Warrants Certificate which has been deposited with Bursa Depository is mutilated, defaced, lost, worn out, stolen or destroyed it shall be replaced by the Issuer at the registered office of the Structured Warrants Registrar on such terms as to evidence and indemnity or otherwise as the Issuer may require. All payment of such costs as may be incurred in connection therewith shall be borne by the Issuer. Mutilated, defaced, lost, worn, stolen or destroyed Structured Warrants Certificates shall be deemed cancelled.

9 Register, Transfer and Transmission

- 9.1 Each Holder registered in the Record of Depositors shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from the Structured Warrants, and shall be deemed and treated as the absolute owner of the relevant Structured Warrants, in accordance with the Central Depositories Act and the Rules of Bursa Depository, whether or not the Issuer shall be in default in respect of the Structured Warrants or any of the covenants contained herein and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft of any Structured Warrants. The provisions of the Central Depositories Act, the Rules of Bursa Depository and the Issuer's constitution for the time being relating to the registration, transfer and transmission of shares and the fees payable thereon shall with necessary modifications apply to the registration, transfer and transmission of the legal ownership of the Structured Warrants, subject always to the provisions of this Condition and Condition 2.
- 9.2 The entries made under the Record of Depositors shall be deemed to be the final record of all Depositors. No notice of any trust, express or implied, shall be entered upon the Record of Depositors otherwise than pursuant to an order of a court of competent jurisdiction or as required by law, and a Holder shall be deemed to be the beneficial owner of the Structured Warrants standing to the credit of his/its Securities Account, until such time as the Structured Warrants are duly transferred to another Holder and the name of the transferee is entered in the Record of Depositors.

10 Meetings of Holders

- 10.1 The procedure governing the convening and conduct of meetings of the Holders are set out in the Third Schedule to the Deed Poll.

11 Notices

- 11.1 Subject to Condition 11.2:
- (a) all notices to the Holders pertaining to the convening of meetings shall be made by way of notice published in at least one (1) English language national daily newspaper and announced through Bursa Securities; and
 - (b) all other notices shall either be announced through the Bursa Securities or published in at least one (1) English language national daily newspaper.
- 11.2 A notice is deemed to have been given and served to the Holders on the date of announcement or publication as the case may be or, if announced or published more than once or on different dates, on the first date on which it is announced or published.
- 11.3 All notices effected in accordance with this Condition 11 shall be deemed to be effective in respect of all persons who become Holders after the date of the relevant notice.
- 11.4 For the avoidance of doubt, a notice shall not be required to be published or announced in respect of an event contemplated under Conditions 5 or 7, as the case may be, if no adjustment to the rights

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

of the Holders or amendment to the terms and conditions of the relevant Structured Warrants is made or to be made pursuant thereto.

12 Modification of rights

12.1 All or any of the rights for the time being attached to the Structured Warrants (other than the Exercise Level which a Holder is entitled to or the formulae for the adjustment of the Exercise Level or the Exercise Ratio or any other condition, which may be modified in accordance with the provisions set out elsewhere in these Conditions) may be altered or abrogated by the Issuer from time to time (whether or not the Issuer is being wound up), and the sanction of a Special Resolution passed at a meeting of the Holders held as aforesaid shall be necessary to effect such alteration or abrogation.

12.2 Notwithstanding the provisions of Condition 12.1, the Issuer may without the consent of the Holders but in accordance with the terms of the Deed Poll, effect any modification to the Structured Warrants or the Deed Poll which, in the opinion of the Issuer, is:

- (a) not materially prejudicial to the interests of the Holders; or
- (b) of a formal, minor or technical nature; or
- (c) necessary or expedient to correct a manifest error, or to comply with mandatory provisions of law; or
- (d) necessary or expedient to facilitate scripless trading in or exercise of the Structured Warrants or payment by way of electronic funds transfer as approved by the relevant government or statutory authorities in respect of the Structured Warrants or to amend the restrictions on transfer or exercise of the Structured Warrants to comply with the requirements of or the concessions granted by any relevant government or statutory authorities.

Any such modification shall be binding on all Holders and shall be notified by the Issuer to them as soon as practicable thereafter in accordance with Condition 11 but in any event not later than twenty (20) Market Days from the date of such modification.

12.3 Notwithstanding Condition 12.1, the Issuer may, at any time and from time to time for the purpose of an issue of new Structured Warrants or a new Series of Structured Warrants through the Base Prospectus and without the consent or sanction of the Holders supplement the Deed Poll with the terms and conditions of the new Structured Warrants or Series of Structured Warrants (as set out in the relevant Term Sheet), as the case may be. In the event such supplement to the Deed Poll shall affect the rights and interests of the Holders, the Issuer is to effect such supplement to the Deed Poll by notice to the Holders in accordance with Condition 11 and such supplement shall be binding on all Holders without any further action being required to be taken by the Issuer. For the avoidance of doubt, a Holder is deemed to have notice of all announcements (and their respective contents) made by the Issuer to Bursa Securities in respect of or affecting the Series of Structured Warrants held.

13 Buy-backs and cancellation

13.1 The Issuer, and/or its Affiliates, may at any time purchase or buy back the Structured Warrants in the open market or by tender or private treaty and become the Holder of the Structured Warrants. Any Structured Warrants so purchased may be held or resold or surrendered for cancellation provided that cancellation of the Structured Warrants may only occur if all outstanding Structured Warrants have been purchased by the Issuer and/or its Affiliates.

13.2 Notwithstanding Condition 13.1, any purchase of the Structured Warrants by the Issuer and/or its Affiliates shall be undertaken in such manner and on such terms as may be imposed by the SC.

14 Warrant Agency Agreement

14.1 The Structured Warrants Registrar shall be acting as an agent of the Issuer and shall not assume any obligation or duty to or any relationship of agency or trust for the Holders except only as described in Condition 14.2 below.

14.2 The Warrant Agency Agreement contains provisions for the indemnification of the Structured Warrants Registrar. The Structured Warrants Registrar shall not be liable to any Holder in respect of

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

any losses, liabilities, costs, claims, actions or demands which such Holder may suffer or incur or allege to have suffered or incurred as a result of or in connection with the exercise or non-exercise of any Structured Warrants Registrar's powers, discretions and/or duties except in the case of any material breach by the Structured Warrants Registrar of the terms of the Warrant Agency Agreement or the Structured Warrants Registrar's wilful default, misconduct, gross negligence, fraud or bad faith or that of its directors, officers, employees or agents. The Structured Warrants Registrar may:

- (a) in the exercise of its powers, discretions and/or duties in connection with the Structured Warrants, act on the advice or opinion of, or any certificate or information obtained in good faith from, any lawyer, valuer, accountant, banker, broker, securities company or other expert whether obtained by the Issuer, the relevant Structured Warrants Registrar or otherwise (which advice, opinion, certificate or information may be sent or obtained by letter, telex, telegram, cable or facsimile device) and the Structured Warrants Registrar shall not be liable for any loss occasioned by acting on any such advice, opinion, certificate or information or by any such letter, telex, telegram, cable or facsimile message being forged or otherwise not authentic or containing some errors with respect to content, delivery or transmission;
- (b) receive and retain without liability to account, such fee or other remuneration as may from time to time be agreed between the Issuer and the Structured Warrants Registrar for the registration and administration of the Structured Warrants; and
- (c) enter into or be interested in any contract or financial or other transaction or arrangement with the Issuer or any person or body corporate associated with the Issuer in connection therewith to receive and retain, without liability to account any profit, fee, remuneration or other benefit received thereby or in connection therewith.

The Structured Warrants Registrar does not act as the agent of any Holder and therefore owes no fiduciary duty to any Holder in arriving at its calculations and determinations.

15 Exclusion of equities

- 15.1 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, or these Conditions, no person shall be recognised by the Issuer as holding any Structured Warrants upon any trust, and the Issuer shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any Structured Warrant, or any interest in any fractional part of a Structured Warrant, or (except only as by these presents or by law otherwise provided) any other right in respect of any Structured Warrants, except an absolute right to the entirety thereof in the registered holder.

16 Governing law

- 16.1 The Structured Warrants and the Deed Poll are governed by and shall be construed in accordance with the laws of Malaysia. The Issuer and the Holders irrevocably agree that with respect to any proceedings in Malaysia in connection with any matter or issue relating to the Deed Poll and these Conditions, they shall be bound by the decision, ruling or order of the Malaysian Court.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

**PART 3
CONDITIONS OF THE CASH-SETTLED SINGLE EXCHANGE-TRADED FUND CALL OR PUT
WARRANTS****1 General, Nature, Form, Transfer, Administration and Status of Structured Warrants**

- 1.1 The Structured Warrants comprise **European style non-collateralised cash-settled call or put warrants over a single exchange-traded fund** to be issued from time to time by the Issuer through the Base Prospectus and subject to, and with the benefit of the Deed Poll referred to on the face of the Structured Warrants Certificate and these Conditions. The Exercise Rights entitle the Holder of each Structured Warrant for each Series of Structured Warrants issued or to be issued, subject to the Deed Poll and in accordance with these Conditions, upon valid exercise thereof, to the Cash Settlement Amount calculated in accordance with Condition 2. Certain statements in these Conditions are summaries of and are subject to the detailed provisions of the Deed Poll and in the event of any inconsistency between a provision contained in these Conditions and a provision contained in the Deed Poll, the provisions in the Deed Poll shall prevail. The Issuer has entered into a Warrant Agency Agreement with the Structured Warrants Registrar. Copies of the Deed Poll and the Warrant Agency Agreement are available for inspection at the registered office of the Issuer, being at the date hereof at 27th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur. The Holders for the time being of the Structured Warrants and whose names appear on the Record of Depositors are all entitled to the benefit of, bound by, and deemed to have notice of, all the provisions of the Deed Poll and the Warrant Agency Agreement. Further, each Holder acknowledges it has, where necessary, consulted its stockbroker, solicitor or other adviser before investing in the Structured Warrants and none of the Issuer or its directors or employees may be construed as investment adviser or agent of, or owe any fiduciary duty to the Holder. **For the purposes of this Part 3, the term "Structured Warrants" shall refer to the European style non-collateralised cash-settled call or put warrants over a single exchange-traded fund.**
- 1.2 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, the relevant applicable rules and regulations and these Conditions:
- (a) each Structured Warrant is an option which confers on the Holder the Exercise Rights which require the Issuer to pay the Cash Settlement Amount to the Holder in accordance with these Conditions; and
 - (b) the Structured Warrants are issued in registered form, serially numbered and are a Prescribed Security to be admitted to the Official List. The Structured Warrants are represented by a global/jumbo certificate issued to Bursa Depository or its nominee who holds the same as bare trustee on behalf of the Holders, and deposited with Bursa Depository in or substantially in the form set out in the First Schedule to the Deed Poll as the same may from time to time be modified in accordance with the Deed Poll.
- 1.3 Subject to all information provided by the subscriber for the Structured Warrants to the Issuer being complete and consistent with the records of Bursa Depository, the Issuer shall within seven (7) Market Days from the date of allotment of the Structured Warrants, cause and procure the Structured Warrants Registrar to notify Bursa Depository of the names of the Holders together with such particulars as may be required by Bursa Depository for the purpose of making appropriate entries in the Securities Account of the respective Holder, request Bursa Depository to credit the Securities Account of the Holders with the applicable Structured Warrants and shall deliver to Bursa Depository the Structured Warrants Certificate registered in the name of Bursa Depository or its nominee company in such manner as may be prescribed by the Rules of Bursa Depository or agreed with Bursa Depository. If, at any time, the information provided by the Holders for the Structured Warrants is incorrect or inaccurate or inconsistent with the records of Bursa Depository, the Issuer reserves the right and without any obligation whatsoever to the Holders, to accept, reject or otherwise deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances. The Holders are not entitled to any physical warrant certificates.
- 1.4 Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the registration and subsequent administration of Structured Warrants shall be in the manner set forth in the Deed Poll and the Warrant Agency Agreement. It is hereby acknowledged that the Issuer shall

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

be entitled to appoint registrars for the registration and administration of the Structured Warrants. The Issuer hereby confirms that it shall/has appointed the Structured Warrants Registrar for the purpose stipulated hereof, who shall perform such duties as required by the Issuer under the Deed Poll.

- 1.5 The Holders may transfer the Structured Warrants in the manner prescribed under the Central Depositories Act and the Rules of Bursa Depository. Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the Structured Warrants shall be freely transferable but the trading of the Structured Warrants must be in the same board lot applicable to the trading of the Underlying ETF or in such odd lots as permitted by the SC and/or Bursa Securities. Where the board lot of the Underlying ETF is more than one hundred (100) units per board lot, the Structured Warrants may be issued in board lots of one hundred (100) warrants.
- 1.6 The Structured Warrants and the settlement obligation of the Issuer in respect of the Structured Warrants represent general and unsecured contractual obligations of the Issuer and of no other person which rank, and shall rank, equally among themselves and without preference in all respects, subject to such exceptions as may from time to time exist under applicable law or the Deed Poll, with the other existing and future unsecured and unsubordinated obligations of the Issuer.
- 1.7 The Structured Warrants do not confer on the Holders any right to acquire or dispose of units of the Underlying ETF and the Issuer is not under any obligation whatsoever to purchase, hold or deliver such units, or any rights and benefits attaching thereto.
- 1.8 The Holders are entitled to the Cash Settlement Amount in accordance with Condition 2.

2 Exercise of the Structured Warrants

2.1 Automatic Exercise and Expiry

2.1.1 The Structured Warrants shall be automatically exercised at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount calculated in accordance with Condition 2.1.2 after deduction of the Exercise Expenses, if any, is greater than zero (without notice of automatic exercise being given by the Issuer to the Holders). If the Expiry Date is not a Market Day then it shall be deemed to be exercised on the next following Market Day. The Structured Warrants will automatically terminate and cease to be valid at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

2.1.2 The Issuer shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the Expiry Date or such other period as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount calculated as set out below less Exercise Expenses, if any:

For call warrants:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\frac{\text{Closing Price}^{(1)} - \text{Exercise Price}^{(2)}}{\text{Exercise Ratio}^{(2)}} \right) \times \frac{1}{\text{Exercise Ratio}^{(2)}} \times \text{Settlement Exchange Rate (if applicable)}$$

For put warrants:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\frac{\text{Exercise Price}^{(2)} - \text{Closing Price}^{(1)}}{\text{Exercise Ratio}^{(2)}} \right) \times \frac{1}{\text{Exercise Ratio}^{(2)}} \times \text{Settlement Exchange Rate (if applicable)}$$

(1) (a) The "Closing Price" on the Expiry Date shall be calculated by reference to either:

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (i) the VWAP of the Underlying ETF (subject to any adjustment as may be necessary to reflect any capitalisation, rights issue, distribution or others) for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date; or
- (ii) the average closing price of the Underlying ETF (subject to any adjustment as may be necessary to reflect any capitalisation, rights issue, distribution or others) for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date; or
- (iii) the closing price of the Underlying ETF on the Market Day immediately before the Expiry Date,

and as specified in the relevant Term Sheet and subject to the Market Disruption Event and other provisions herein.

If the Underlying ETF is delisted, the Closing Price shall be determined in accordance with Condition 8 below.

If the Underlying ETF is suspended from trading for any reason other than the above or a public holiday unexpected by the Issuer occurs on any of the five (5) Market Days described in sub-Conditions (i) or (ii) above, the valuation period applicable shall be as determined by the Issuer in such manner as it reasonably deems fit.

- (b) Notwithstanding anything to the contrary stated in this Condition 2.1.2, if there is a Market Disruption Event on the Expiry Date, the Expiry Date shall be the next following Market Day after the Market Disruption Event. If the Market Disruption Event continues to occur up to the eighth (8th) Business Day following the original Expiry Date, then the Expiry Date shall be:
 - (i) that eighth (8th) Business Day; and
 - (ii) the Issuer shall determine as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Expiry Date by determining the price of the Underlying ETF and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- (2) The Exercise Price and/or Exercise Ratio shall be subject to such adjustments as may be necessary as provided in Condition 5.

2.1.3 In the event that the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero on the Expiry Date, the Structured Warrants shall terminate on the Expiry Date and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

- 2.2 (a) The Cash Settlement Amount less the Exercise Expenses, if any, shall be made by way of cheque drawn in favour of the Holder to be delivered by ordinary post to the Holder's address last recorded in the Record of Depositors at the Holder's own risk or by way of telegraphic transfer to the bank account of the Holder last notified to the Structured Warrants Registrar. Where the Issuer makes a payment to a Holder pursuant to the terms of Condition 2.1, the amount of such payment arising from the exercise of the Structured Warrants shall be final and conclusive and the Issuer shall be discharged from its obligation upon making such payment thereof in accordance with these Conditions.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (b) The Cash Settlement Amount less the Exercise Expenses, if any, shall be calculated and be payable in the Settlement Currency and rounded down to the nearest two (2) decimal points. All determinations made by the Issuer pursuant to Condition 2.1 shall be final and conclusive and binding on the Holders.
- (c) The Holder is to bear all Exercise Expenses, if any, in relation to the exercise of the Structured Warrants and on exercise of the Structured Warrants, the Issuer shall be irrevocably authorised by the Holder to deduct all Exercise Expenses, if any, from the Cash Settlement Amount.
- (d) If as a result of a Settlement Disruption Event, it is not possible for the Issuer to make payment on the original Settlement Date, the Issuer shall use its reasonable endeavours to procure payment as soon as practicable after the original Settlement Date. The Issuer shall not be liable to the Holder for any interest in respect of the amount due or any loss or damage that such Holder may suffer as a result of the existence of the Settlement Disruption Event.
- 2.3 The Issuer shall not allow the Holder to exercise the Exercise Rights unless the Structured Warrants are or have been designated as "free securities" in accordance with the Rules of Bursa Depository.
- 2.4 The Issuer declares that approval shall be sought from Bursa Securities for the admission of the Structured Warrants to the Official List and for the listing of and quotation for the Structured Warrants on Bursa Securities.
- 2.5 The initial Structured Warrants Registrar and its specified offices are stated in the Deed Poll. The Issuer reserves the right at any time to terminate the appointment of the Structured Warrants Registrar. Prior written notice of any termination, appointment of Structured Warrants Registrar, resignation of the Structured Warrants Registrar or any changes in any of the specified offices of the relevant Structured Warrants Registrar shall be given to the Holders in accordance with Condition 14 and such prior notice shall be given to the Holders not more than sixty (60) days and less than thirty (30) days of such termination, appointment, resignation or change.
- 2.6 In respect of each Structured Warrant in which Exercise Rights have been exercised, the Issuer shall instruct or procure the Structured Warrants Registrar to instruct Bursa Depository to debit the appropriate number of Structured Warrants in respect of which Exercise Rights have been exercised from the Securities Account of such Holder. The Issuer shall be entitled at any time on or after the Expiry Date, to demand that Bursa Depository deliver to the Issuer the Structured Warrants Certificates and thereafter cancel or cause the cancellation of the Structured Warrants Certificates.
- 2.7 The Structured Warrants subject to the Exercise Rights which have been exercised in accordance with the Deed Poll shall cease to exist and all obligations of the Issuer in respect of those Structured Warrants shall terminate absolutely following payment of the amount (if any) referred to in this Condition 2.

3 Exercise Rights and Suspension

- 3.1 Upon and subject to the provisions of the Central Depositories Act, the Rules of Bursa Depository and the Deed Poll, the Holder whose name as stated in the Record of Depositors shall have the right on the Expiry Date to invoke its Exercise Rights at the Exercise Price subject to adjustments in accordance with Condition 5.
- 3.2 The Structured Warrants shall, subject to any directions, order or notice from any relevant regulatory authority and any request for suspension by the Issuer which is not rejected by any such relevant regulatory authority, continue to be traded notwithstanding that the trading of the Underlying ETF may have been suspended. Any suspension in the trading of the Underlying ETF or the Structured Warrants shall not preclude the Holder from exercising the Exercise Rights.
- 3.3 The Issuer shall notify the Holders of the Expiry Date at least two (2) weeks prior to the Expiry Date for Structured Warrants with a tenure of six (6) months and at least one (1) month prior to the Expiry Date for Structured Warrants with more than six (6) months' tenure or such other period as may be specified by the relevant authority. Such notice shall be given in accordance with Condition 14 stating the Expiry Date and treatment of the Structured Warrants which are not exercised.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)**4 Deposit and Forfeiture of Unclaimed Amount**

- 4.1 In the event that the Issuer pays the Cash Settlement Amount to any Holder under Condition 2 by way of cheque payment and such Holder does not present the cheque for payment within six (6) months from the date of the cheque, the Issuer shall at any time thereafter deal with the said monies in accordance and in compliance with, the requirements of the Unclaimed Moneys Act 1965 (Act 370) (revised 1989) of Malaysia.

5 Adjustment of Exercise Price and/or Exercise Ratio

5.1 Adjustments

Subject to the Conditions as hereinafter provided and the Deed Poll, the Exercise Price and/or the Exercise Ratio shall from time to time be adjusted in accordance with the following provisions:

(a) Bonus Issue

If and whenever there is an issue of new units credited as fully paid-up to the holders of units generally (other than pursuant to a scrip distribution or similar scheme for the time being or otherwise in lieu of a cash distribution and without any payment or other consideration being made or given by such holders) ("**Bonus Issue**"), the Exercise Price and/or Exercise Ratio shall be adjusted on the Market Day immediately following the last day on which an instrument of transfer could be lodged so that the transferee of the units would qualify for the Bonus Issue in accordance with the following formula:

$$(i) \quad \text{Adjusted Exercise Ratio} = \frac{E}{(1 + N)}$$

$$(ii) \quad \text{Adjusted Exercise Price} = \frac{X}{(1 + N)}$$

Whereby in respect of this Condition 5.1(a)(i) and (ii):

X = Existing Exercise Price immediately prior to the Bonus Issue.

N = The number of additional units (whether a whole or a fraction) received by a holder of existing units for each unit held prior to the Bonus Issue.

E = Existing Exercise Ratio immediately prior to the Bonus Issue.

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio and/or Exercise Price as the Issuer determines appropriate to account for the dilutive effect of the Subdivision.

On any such adjustment, the resultant Exercise Ratio and/or Exercise Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(b) Distribution Payment

Should the Underlying ETF of the relevant Structured Warrants undertake a distribution payment in cash during the tenure of the Structured Warrants, the Exercise Price and/or the Exercise Ratio of the Structured Warrants may be adjusted (as the Issuer reasonably deems fit) on the Market Day following the last day on which an instrument of transfer is lodged to enable the transferee of the Underlying ETF to qualify for the distribution payment by the amount of the distribution payment, net of taxation, if any.

The Exercise Ratio and/or Exercise Price for the Structured Warrants shall be adjusted in accordance with the following formula:

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

(i) Adjusted Exercise Ratio =

$$E \times \frac{(P - D)}{P}$$

(ii) Adjusted Exercise Price =

$$X \times \frac{(P - D)}{P}$$

Whereby, in respect of this Condition 5.1(b)(i) and (ii):

P = Closing Price of the Underlying ETF on the last market day on which the Underlying Equity is traded on a cum-entitlement basis.

D = The distribution amount per one (1) Underlying ETF unit held.

X = Existing Exercise Price immediately prior to the distribution payment.

E = Existing Exercise Ratio immediately prior to the distribution payment.

The Exercise Ratio and/or Exercise Price of the Structured Warrants shall not be adjusted for distribution payment in specie or in the form of other securities, other than for bonus issue pursuant to Condition 5.1(a).

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio and/or Exercise Price as the Issuer determines appropriate to account for the effect of the distribution payment.

On any such adjustment, the resultant Exercise Ratio and/or Exercise Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(c) Subdivision or Consolidation

If and whenever there is a subdivision of units or any class of outstanding units into a greater number of units (a "**Subdivision**"), or consolidation of the units or any class of its outstanding units into a smaller number of units (a "**Consolidation**"), the Exercise Price and/or the Exercise Ratio shall be adjusted on the Market Day on which the relevant Subdivision or Consolidation shall have taken effect in accordance with the following formula:

(i) Adjusted Exercise Ratio=

$$\frac{E \times N}{P}$$

(ii) Adjusted Exercise Price =

$$\frac{X \times N}{P}$$

Whereby, in respect of this Condition 5.1(c)(i) and (ii):

X = Existing Exercise Price immediately prior to the Subdivision or Consolidation.

N = Revised par value after the Subdivision or Consolidation.

P = Existing par value immediately prior to the Subdivision or Consolidation.

E = Existing Exercise Ratio immediately prior to the Subdivision or Consolidation.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio and/or Exercise Price as the Issuer determines appropriate to account for the dilutive or consolidative effect of the Subdivision.

On any such adjustment, the resultant Exercise Price and/or Exercise Ratio shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(d) Other adjustments

The Issuer is entitled to make other adjustments as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer believes (notwithstanding any adjustment previously made by the Issuer) should, in the context of the issue of Structured Warrants and its obligations hereunder, give rise to such adjustment. The Issuer shall make such adjustment generally without considering the individual circumstances of any Holder or the tax or other consequences of such adjustment in any particular jurisdiction.

On any such adjustment, the resultant Exercise Price and/or Exercise Ratio shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

5.2 Notwithstanding the foregoing, no adjustments shall be made to the Exercise Price and/or Exercise Ratio if the formulae stated in Condition 5.1(a) to Condition 5.1(d) results in an adjustment which would amount to less than two percent (2%) of the Exercise Price and/or Exercise Ratio being changed.

5.3 Any adjustment made pursuant to Conditions 5.1 and 5.2 shall be binding on the Holders save in the case of manifest error. Notice of such adjustments or amendments shall be given to the Holders as soon as practicable thereafter in accordance with Condition 14 and in any event within five (5) Market Days of the adjustment being made.

6 Restrictions to Protect Rights of Holders

6.1 As from the date of the issue of the Structured Warrants and for so long as any of the Structured Warrants remain exercisable, the Issuer shall have arrangements in place to ensure, for the benefit of the Holders that it is able to satisfy in full the exercise of all the Structured Warrants for the time being outstanding.

7 Merger or Consolidation of Underlying ETF

7.1 If it is announced that the Underlying ETF is to or may merge with or consolidate into any other fund, other collective investment scheme or otherwise or that all or substantially all of its assets are or may be sold or transferred, ("**Restructuring Event**") the Issuer may in good faith take any of the actions below:

(a) cancel the Structured Warrants without prior notice to the Holders. If the Structured Warrants are so cancelled, the Issuer shall pay an amount to each Holder if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero. The Cash Settlement Amount shall be determined by the Issuer in a manner as it reasonably deems fit based on the fair market value of the Underlying ETF (as determined by the Issuer) after taking into account the Restructuring Event less all Exercise Expenses, if any; and/or

(b) amend and determine the appropriate adjustment, if any, to be made to the terms and conditions of the Structured Warrants to account for the Restructuring Event and determine the effective date of that adjustment. After such adjustments (if any), the Structured Warrants shall relate to the number of units resulting from or surviving such Restructuring Event or other securities ("**Substituted Securities**") and/or cash offered in substitution for the affected Underlying ETF of the relevant Structured Warrants to which the holder of such number of Underlying ETF to which the Structured Warrants related immediately before such Restructuring Event would have been entitled upon such Restructuring Event, as the case may be. The Issuer may, but need not, determine the appropriate adjustment by reference

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

to the adjustment in respect of the Restructuring Event made by a Securities Exchange to options on the relevant Underlying ETF traded on that Securities Exchange.

- 7.2 Upon the occurrence of a Restructuring Event, the rights attaching to the Structured Warrants in respect of that Underlying ETF may be amended by the Issuer no later than the Market Day preceding the consummation of such Restructuring Event.
- 7.3 The provisions of these Conditions shall apply to such Substituted Securities provided that, any Substituted Securities may, as the Issuer reasonably deems fit, be replaced by an amount in the Relevant Currency equal to the market value or, if no market value is available, fair value, of such Substituted Securities in each case as determined by the Issuer as soon as practicable after such Restructuring Event is effected.
- 7.4 Any cancellation of Structured Warrants or modification of rights made pursuant to Condition 7.1 or 7.2 shall be notified to the Holders as soon as practicable thereafter and in any event within five (5) Market Days from the date of such cancellation or modification in accordance with Condition 14.

8 Delisting of the Underlying ETF

- 8.1 If at any time the Underlying ETF of the Structured Warrants ceases to be listed on Bursa Securities or such other Securities Exchanges or there is an announcement of an intention to cease the listing of the Underlying ETF or the Underlying ETF is suspended from trading on Bursa Securities or such other Securities Exchanges prior to, and in connection with the delisting of the Underlying ETF, the Structured Warrants may if determined by the Issuer be automatically exercised without notice of automatic exercise being given by the Issuer to the Holder:
- (a) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
- (b) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The Closing Price for the calculation of the Cash Settlement Amount (calculated in accordance with Condition 2) shall be the last quoted price of the Underlying ETF immediately before such events or determined in accordance with Condition 2.1.2, as the case may be, and the Issuer shall not be obliged to make any adjustment to the Exercise Price.

Provided that if there is a Market Disruption Event on the date immediately before such events ("**Set Date**"), the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying ETF and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- 8.2 Subject to the aforesaid, the Issuer may but shall not be obliged to make any adjustment to the terms and conditions of the Structured Warrants and the rights attaching to the Structured Warrants as it shall reasonably consider appropriate to ensure that the interests of the Holders generally are not materially prejudiced as a consequence of such events (without considering the individual circumstances of any Holder or the tax or other consequences that may result in any particular jurisdiction).

9 Liquidation, Dissolution or Winding-Up of the Underlying ETF

- 9.1 In the event of a liquidation, dissolution or winding-up of the Underlying ETF or the appointment of a liquidator, receiver or administrator or analogous person under any applicable law in respect of the

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

whole or substantially the whole of the Underlying ETF's Assets, the Structured Warrants will be automatically exercised without notice of automatic exercise being given by the Issuer to the Holder:

- (a) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
- (b) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The Closing Price for the calculation of the Cash Settlement Amount (calculated in accordance with Condition 2) shall be the closing price of the Underlying ETF on the Market Day immediately before such events or determined in accordance with Condition 2.1.2, as the case may be, and the Issuer shall not be obliged to make any adjustment to the Exercise Price.

Provided that if there is a Market Disruption Event on the date immediately before such events ("**Set Date**"), the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying ETF and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- 9.2 Subject to the aforesaid, the Issuer may but shall not be obliged to make any adjustment to the terms and conditions of the Structured Warrants and the rights attaching to the Structured Warrants as it shall reasonably consider appropriate to ensure that the interests of the Holders generally are not materially prejudiced as a consequence of such events (without considering the individual circumstances of any Holder or the tax or other consequences that may result in any particular jurisdiction).

10 Takeover, Merger, Liquidation, Dissolution or Winding-Up of Issuer

- 10.1 In the event of a take-over or a scheme of arrangement or any other form of reorganisation undertaken by the Issuer or any other events having similar effects on the rights of the Holders, the Issuer is entitled to deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.
- 10.2 In the event of a merger, amalgamation or reconstruction of the Issuer, the corporation, trust or other body into which the Issuer is merged, amalgamated or reconstructed shall assume all the liabilities and the obligations of the Issuer in respect of the Structured Warrants so that the rights of the Holders shall continue to exist and be enforceable to the same extent as provided by the Issuer under the Deed Poll.
- 10.3 In the event of a liquidation, dissolution or winding-up of the Issuer or the appointment of a receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Issuer's Assets, the Structured Warrants remaining outstanding shall be deemed to be exercised on the Market Day immediately prior to the date of such liquidation, dissolution, winding-up or appointment as follows:
- (a) All unexercised Structured Warrants shall be automatically exercised without notice of automatic exercise being given by the Issuer to the Holders:
 - (i) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (ii) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The closing price of the Underlying ETF on the Market Day immediately before the above events shall form the Closing Price for the calculation of the Cash Settlement Amount.

- (b) Notwithstanding the foregoing, if there is a Market Disruption Event on the Set Date, the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying ETF and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

11 Replacement of Structured Warrants Certificate

- 11.1 If the Structured Warrants Certificate which has been deposited with Bursa Depository is mutilated, defaced, lost, worn out, stolen or destroyed it shall be replaced by the Issuer at the registered office of the Structured Warrants Registrar on such terms as to evidence and indemnity or otherwise as the Issuer may require. All payment of such costs as may be incurred in connection therewith shall be borne by the Issuer. Mutilated, defaced, lost, worn, stolen or destroyed Structured Warrants Certificates shall be deemed cancelled.

12 Register, Transfer and Transmission

- 12.1 Each Holder registered in the Record of Depositors shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from the Structured Warrants, and shall be deemed and treated as the absolute owner of the relevant Structured Warrants, in accordance with the Central Depositories Act and the Rules of Bursa Depository, whether or not the Issuer shall be in default in respect of the Structured Warrants or any of the covenants contained herein and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft of any Structured Warrants. The provisions of the Central Depositories Act, the Rules of Bursa Depository and the Issuer's constitution for the time being relating to the registration, transfer and transmission of shares and the fees payable thereon shall with necessary modifications apply to the registration, transfer and transmission of the legal ownership of the Structured Warrants, subject always to the provisions of this Condition and Condition 2.
- 12.2 The entries made under the Record of Depositors shall be deemed to be the final record of all Depositors. No notice of any trust, express or implied, shall be entered upon the Record of Depositors otherwise than pursuant to an order of a court of competent jurisdiction or as required by law, and a Holder shall be deemed to be the beneficial owner of the Structured Warrants standing to the credit of his/its Securities Account, until such time as the Structured Warrants are duly transferred to another Holder and the name of the transferee is entered in the Record of Depositors.

13 Meetings of Holders

- 13.1 The procedure governing the convening and conduct of meetings of the Holders are set out in the Third Schedule to the Deed Poll.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)**14 Notices**

14.1 Subject to Condition 14.2:

- (a) all notices to the Holders pertaining to the convening of meetings shall be made by way of notice published in at least one (1) English language national daily newspaper and announced through Bursa Securities; and
- (b) all other notices shall either be announced through the Bursa Securities or published in at least one (1) English language national daily newspaper.

14.2 A notice is deemed to have been given and served to the Holders on the date of announcement or publication as the case may be or, if announced or published more than once or on different dates, on the first date on which it is announced or published.

14.3 All notices effected in accordance with this Condition 14 shall be deemed to be effective in respect of all persons who become Holders after the date of the relevant notice.

14.4 For the avoidance of doubt, a notice shall not be required to be published or announced in respect of an event contemplated under Conditions 5, 7, 8, 9 or 10, as the case may be, if no adjustment to the rights of the Holders, cancellation of the relevant Structured Warrants or amendment to the terms and conditions of the relevant Structured Warrants is made or to be made pursuant thereto.

15 Modification of rights

15.1 All or any of the rights for the time being attached to the Structured Warrants (other than the Exercise Price which a Holder is entitled to or the formulae for the adjustment of the Exercise Price or the Exercise Ratio or any other condition, which may be modified in accordance with the provisions set out elsewhere in these Conditions) may be altered or abrogated by the Issuer from time to time (whether or not the Issuer is being wound up), and the sanction of a Special Resolution passed at a meeting of the Holders held as aforesaid shall be necessary to effect such alteration or abrogation.

15.2 Notwithstanding the provisions of Condition 15.1, the Issuer may without the consent of the Holders but in accordance with the terms of the Deed Poll, effect any modification to the Structured Warrants or the Deed Poll which, in the opinion of the Issuer, is:

- (a) not materially prejudicial to the interests of the Holders; or
- (b) of a formal, minor or technical nature; or
- (c) necessary or expedient to correct a manifest error, or to comply with mandatory provisions of law; or
- (d) necessary or expedient to facilitate scripless trading in or exercise of the Structured Warrants or payment by way of electronic funds transfer as approved by the relevant government or statutory authorities in respect of the Structured Warrants or to amend the restrictions on transfer or exercise of the Structured Warrants to comply with the requirements of or the concessions granted by any relevant government or statutory authorities.

Any such modification shall be binding on all Holders and shall be notified by the Issuer to them as soon as practicable thereafter in accordance with Condition 14 but in any event not later than twenty (20) Market Days from the date of such modification.

15.3 Notwithstanding Condition 15.1, the Issuer may, at any time and from time to time for the purpose of an issue of new Structured Warrants or a new Series of Structured Warrants through the Base Prospectus and without the consent or sanction of the Holders supplement the Deed Poll with the terms and conditions of the new Structured Warrants or Series of Structured Warrants (as set out in the relevant Term Sheet), as the case may be. In the event such supplement to the Deed Poll shall affect the rights and interests of the Holders, the Issuer is to effect such supplement to the Deed Poll by notice to the Holders in accordance with Condition 14 and such supplement shall be binding on all Holders without any further action being required to be taken by the Issuer. For the avoidance of doubt, a Holder is deemed to have notice of all announcements (and their respective contents) made by the Issuer to Bursa Securities in respect of or affecting the Series of Structured Warrants held.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

16 Buy-backs and cancellation

- 16.1 The Issuer, and/or its Affiliates, may at any time purchase or buy back the Structured Warrants in the open market or by tender or private treaty and become the Holder of the Structured Warrants. Any Structured Warrants so purchased may be held or resold or surrendered for cancellation provided that cancellation of the Structured Warrants may only occur if all outstanding Structured Warrants have been purchased by the Issuer and/or its Affiliates.
- 16.2 Notwithstanding Condition 16.1, any purchase of the Structured Warrants by the Issuer and/or its Affiliates shall be undertaken in such manner and on such terms as may be imposed by the SC.

17 Warrant Agency Agreement

- 17.1 The Structured Warrants Registrar acts as an agent of the Issuer and shall not assume any obligation or duty to or any relationship of agency or trust for the Holders except only as described in Condition 17.2.
- 17.2 The Warrant Agency Agreement contains provisions for the indemnification of the Structured Warrants Registrar. The Structured Warrants Registrar shall not be liable to any Holder in respect of any losses, liabilities, costs, claims, actions or demands which such Holder may suffer or incur or allege to have suffered or incurred as a result of or in connection with the exercise or non-exercise of any Structured Warrants Registrar's powers, discretions and/or duties except in the case of any material breach by the Structured Warrants Registrar of the terms of the Warrant Agency Agreement or the Structured Warrants Registrar's wilful default, misconduct, gross negligence, fraud or bad faith or that of its directors, officers, employees or agents. The Structured Warrants Registrar may:
- (a) in the exercise of its powers, discretions and/or duties in connection with the Structured Warrants, act on the advice or opinion of, or any certificate or information obtained in good faith from, any lawyer, valuer, accountant, banker, broker, securities company or other expert whether obtained by the Issuer, the relevant Structured Warrants Registrar or otherwise (which advice, opinion, certificate or information may be sent or obtained by letter, telex, telegram, cable or facsimile device) and the Structured Warrants Registrar shall not be liable for any loss occasioned by acting on any such advice, opinion, certificate or information or by any such letter, telex, telegram, cable or facsimile message being forged or otherwise not authentic or containing some errors with respect to content, delivery or transmission;
 - (b) receive and retain without liability to account, such fee or other remuneration as may from time to time be agreed between the Issuer and the Structured Warrants Registrar for the registration and administration of the Structured Warrants; and
 - (c) enter into or be interested in any contract or financial or other transaction or arrangement with the Issuer or any person or body corporate associated with the Issuer in connection therewith to receive and retain, without liability to account any profit, fee, remuneration or other benefit received thereby or in connection therewith.

The Structured Warrants Registrar does not act as the agent of any Holder and therefore owes no fiduciary duty to any Holder in arriving at its calculations and determinations.

18 Exclusion of equities

- 18.1 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, or these Conditions, no person shall be recognised by the Issuer as holding any Structured Warrants upon any trust, and the Issuer shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any Structured Warrant, or any interest in any fractional part of a Structured Warrant, or (except only as by these presents or by law otherwise provided) any other right in respect of any Structured Warrants, except an absolute right to the entirety thereof in the registered holder.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

19 Governing law

- 19.1 The Structured Warrants and the Deed Poll are governed by and shall be construed in accordance with the laws of Malaysia. The Issuer and the Holders irrevocably agree that with respect to any proceedings in Malaysia in connection with any matter or issue relating to the Deed Poll and these Conditions, they shall be bound by the decision, ruling or order of the Malaysian Court.

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ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

PART 4**CONDITIONS OF THE CASH-SETTLED SINGLE EQUITY CALLABLE BULL OR BEAR CERTIFICATES****1 General, Nature, Form, Transfer, Administration and Status of Structured Warrants**

- 1.1 The Structured Warrants comprise **European style non-collateralised cash-settled callable bull or bear certificates over a single equity** to be issued from time to time by the Issuer through the Base Prospectus and subject to, and with the benefit of the Deed Poll referred to on the face of the Structured Warrants Certificate and these Conditions. The Exercise Rights entitle the Holder of each Structured Warrant for each Series of Structured Warrants issued or to be issued, subject to the Deed Poll and in accordance with these Conditions, upon valid exercise thereof, to the Cash Settlement Amount calculated in accordance with Condition 2. Certain statements in these Conditions are summaries of and are subject to the detailed provisions of the Deed Poll and in the event of any inconsistency between a provision contained in these Conditions and a provision contained in the Deed Poll, the provisions in the Deed Poll shall prevail. The Issuer has entered into a Warrant Agency Agreement with the Structured Warrants Registrar. Copies of the Deed Poll and the Warrant Agency Agreement are available for inspection at the registered office of the Issuer, being at the date hereof at 27th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur. The Holders for the time being of the Structured Warrants and whose names appear on the Record of Depositors are all entitled to the benefit of, bound by, and deemed to have notice of, all the provisions of the Deed Poll and the Warrant Agency Agreement. Further, each Holder acknowledges it has, where necessary, consulted its stockbroker, solicitor or other adviser before investing in the Structured Warrants and none of the Issuer or its directors or employees may be construed as investment adviser or agent of, or owe any fiduciary duty to the Holder. **For the purposes of this Part 4, the term "Structured Warrants" shall refer to the European style non-collateralised cash-settled callable bull or bear certificates over a single equity.**
- 1.2 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, the relevant applicable rules and regulations and these Conditions:
- (a) each Structured Warrant is an option which confers on the Holder the Exercise Rights which require the Issuer to pay the Cash Settlement Amount to the Holder in accordance with these Conditions; and
 - (b) the Structured Warrants are issued in registered form, serially numbered and are a Prescribed Security to be admitted to the Official List. The Structured Warrants are represented by a global/jumbo certificate issued to Bursa Depository or its nominee who holds the same as bare trustee on behalf of the Holders, and deposited with Bursa Depository in or substantially in the form set out in the First Schedule to the Deed Poll as the same may from time to time be modified in accordance with the Deed Poll.
- 1.3 Subject to all information provided by the subscriber for the Structured Warrants to the Issuer being complete and consistent with the records of Bursa Depository, the Issuer shall within seven (7) Market Days from the date of allotment of the Structured Warrants, cause and procure the Structured Warrants Registrar to notify Bursa Depository of the names of the Holders together with such particulars as may be required by Bursa Depository for the purpose of making appropriate entries in the Securities Account of the respective Holder, request Bursa Depository to credit the Securities Account of the Holders with the applicable Structured Warrants and shall deliver to Bursa Depository the Structured Warrants Certificate registered in the name of Bursa Depository or its nominee company in such manner as may be prescribed by the Rules of Bursa Depository or agreed with Bursa Depository. If, at any time, the information provided by the Holders for the Structured Warrants is incorrect or inaccurate or inconsistent with the records of Bursa Depository, the Issuer reserves the right and without any obligation whatsoever to the Holders, to accept, reject or otherwise deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances. The Holders are not entitled to any physical warrant certificates.
- 1.4 Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the registration and subsequent administration of Structured Warrants shall be in the manner set forth in the Deed Poll and the Warrant Agency Agreement. It is hereby acknowledged that the Issuer shall be entitled to appoint registrars for the registration and administration of the Structured Warrants.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

The Issuer hereby confirms that it shall/has appointed the Structured Warrants Registrar for the purpose stipulated hereof, who shall perform such duties as required by the Issuer under the Deed Poll.

- 1.5 The Holders may transfer the Structured Warrants in the manner prescribed under the Central Depositories Act and the Rules of Bursa Depository. Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the Structured Warrants shall be freely transferable but the trading of the Structured Warrants must be in the same board lot applicable to the trading of the Underlying Equity or in such odd lots as permitted by the SC and/or Bursa Securities. Where the board lot of the Underlying Equity is more than one hundred (100) equities per board lot, the Structured Warrants may be issued in board lots of one hundred (100) warrants.
- 1.6 The Structured Warrants and the settlement obligation of the Issuer in respect of the Structured Warrants represent general and unsecured contractual obligations of the Issuer and of no other person which rank, and shall rank, equally among themselves and without preference in all respects, subject to such exceptions as may from time to time exist under applicable law or the Deed Poll, with the other existing and future unsecured and unsubordinated obligations of the Issuer.
- 1.7 The Structured Warrants do not confer on the Holders any right to acquire or dispose of equities or other securities, including the Underlying Equity and the Issuer is not under any obligation whatsoever to purchase, hold or deliver such equities or other securities, or any rights and benefits attaching thereto.
- 1.8 The Holders are entitled to the Cash Settlement Amount in accordance with Condition 2.

2 Exercise of the Structured Warrants**2.1 Mandatory Call Event**

- 2.1.1 The trading of the Structured Warrants will be suspended by Bursa Securities and the Structured Warrants will automatically terminate upon the occurrence of a Mandatory Call Event and the Issuer shall have no further obligation under the Structured Warrants except for the payment of the Cash Settlement Amount after deduction of the Exercise Expenses, if any, (if greater than zero) following the Mandatory Call Event on the relevant Settlement Date. Except as otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities, the Issuer shall announce the Cash Settlement Amount payable to the relevant Holder within one (1) Market Day from the end of the Next Trading Session after the Mandatory Call Event and the Structured Warrants will be de-listed from the Official List on the fourth (4th) Market Day after the occurrence of the Mandatory Call Event. The Issuer shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the date of de-listing of the Structured Warrants pursuant to a Mandatory Call Event or any other relevant date as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount, calculated as set out below less Exercise Expenses, if any.

For callable bull certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\text{Lowest Traded Price} - \text{Exercise Price} \right) \times \frac{1}{\text{Exercise Ratio}} \times \text{Settlement Exchange Rate (if applicable)}$$

For callable bear certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\text{Exercise Price} - \text{Highest Traded Price} \right) \times \frac{1}{\text{Exercise Ratio}} \times \text{Settlement Exchange Rate (if applicable)}$$

If the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Structured Warrants shall terminate on the occurrence of the Mandatory Call Event and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

- 2.1.2 On the occurrence of a Mandatory Call Event, the Issuer shall unless otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities immediately:
- (a) notify Bursa Securities to suspend the trading of the Structured Warrants;
 - (b) announce the Mandatory Call Event and suspension to Bursa Securities, such announcement to include:
 - (i) the time the Mandatory Call Event occurs;
 - (ii) the time when the trading of the Structured Warrants is called by the Issuer and suspended by Bursa Securities and the effect of the same; and
 - (iii) the date when the Structured Warrants will be de-listed by Bursa Securities.

2.1.3 Revocation of Mandatory Call Event

A Mandatory Call Event is irrevocable unless it is triggered as a result of any of the following events:

- (a) System malfunction or other technical errors of the relevant Securities Exchange (such as the setting up of wrong Call Price/Call Level and other parameters) and such event is reported by the relevant Securities Exchange to the Issuer and the Issuer and the relevant Securities Exchange mutually agree that such Mandatory Call Event is to be revoked; or
- (b) Manifest errors caused by the relevant third party price source where applicable (such as miscalculation of the index level by the relevant index compiler), and such event is reported by the Issuer to the relevant Securities Exchange and the Issuer and the relevant Securities Exchange mutually agree that such Mandatory Call Event is to be revoked;

in each case, such mutual agreement must be reached between the relevant Securities Exchange and the Issuer as prescribed in the relevant procedures by the relevant Securities Exchange from time to time. Upon the revocation of the Mandatory Call Event, trading of the Structured Warrants will resume and any trade cancelled after such Mandatory Call Event will be reinstated.

2.2 Automatic Exercise and Expiry

- 2.2.1 The Structured Warrants shall be automatically exercised at 5.00 p.m. on the Expiry Date provided that no Mandatory Call Event has occurred, and provided further that the Cash Settlement Amount calculated in accordance with Condition 2.2.2 after deduction of the Exercise Expenses, if any, is greater than zero (without notice of automatic exercise being given by the Issuer to the Holders provided that a Mandatory Call Event has not occurred). If the Expiry Date is not a Market Day then it shall be deemed to be exercised on the next following Market Day. The Structured Warrants will automatically terminate at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.
- 2.2.2 Except as otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities, the Issuer shall announce the Cash Settlement Amount payable to the relevant Holder at the end of the Expiry Date and shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the Expiry Date or such other period as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount, calculated as set out below less Exercise Expenses, if any.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

For callable bull certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times (\text{Closing Price}^{(1)} - \text{Exercise Price}^{(2)}) \times \frac{1}{\text{Exercise Ratio}^{(2)}} \times \text{Settlement Exchange Rate (if applicable)}$$

For callable bear certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times (\text{Exercise Price}^{(2)} - \text{Closing Price}^{(1)}) \times \frac{1}{\text{Exercise Ratio}^{(2)}} \times \text{Settlement Exchange Rate (if applicable)}$$

(1) (a) The “**Closing Price**” on the Expiry Date shall be calculated by reference to either:

- (i) the VWAP of the Underlying Equity (subject to any adjustment as may be necessary to reflect any capitalisation, rights issue, distribution or others) for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date; or
- (ii) the average closing price of the Underlying Equity (subject to any adjustment as may be necessary to reflect any capitalisation, rights issue, distribution or others) for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date; or
- (iii) the closing price of the Underlying Equity on the Market Day immediately before the Expiry Date,

and as specified in the relevant Term Sheet and subject to the Market Disruption Event and other provisions herein.

If the Expiry Date falls within the Take Over Offer Period or the Compulsory Acquisition Period, the Closing Price shall be as calculated above or the announced price for the Take-over Offer, whichever is lower for callable bull certificates and higher for callable bear certificates.

If the Expiry Date falls on a Market Day when the Underlying Equity is suspended from trading as a result of the Take-over Offer or the Compulsory Acquisition, the Closing Price shall be the last quoted price of such Underlying Equity immediately before the suspension (subject to the Market Disruption Event provision below), or the announced price for the Take-over Offer, whichever is lower for callable bull certificates and higher for callable bear certificates.

For the avoidance of doubt, in the event the Underlying Equity is delisted, the Closing Price shall be determined in accordance with Condition 10 below.

If the Underlying Equity is suspended from trading for any reason other than the above or a public holiday unexpected by the Issuer occurs on any of the five (5) Market Days described in sub-Conditions (i) or (ii) above, the valuation period applicable shall be as determined by the Issuer in such manner as it reasonably deems fit.

(b) Notwithstanding anything to the contrary stated in this Condition 2.2.2, if there is a Market Disruption Event on the Expiry Date, the Expiry Date shall be the next following Market Day after the Market Disruption Event. If the Market Disruption Event continues to occur up to the eighth (8th) Business Day following the original Expiry Date, then the Expiry Date shall be:

- (i) that eighth (8th) Business Day; and
- (ii) the Issuer shall determine as it reasonably deems fit and on the basis of the Issuer’s good faith estimate the reference price

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

and/or the exchange rate (if applicable) for that Expiry Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- (2) The Exercise Price and/or the Exercise Ratio shall be subject to such adjustments as may be necessary as provided in Condition 6.

In the event that the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero on the Expiry Date, the Structured Warrants shall terminate on the Expiry Date and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

- 2.3 (a) The Cash Settlement Amount less the Exercise Expenses, if any, shall be made by way of cheque drawn in favour of the Holder to be delivered by ordinary post to the Holder's address last recorded in the Record of Depositors at the Holder's own risk or by way of telegraphic transfer to the bank account of the Holder last notified to the Structured Warrants Registrar. Where the Issuer makes a payment to a Holder pursuant to the terms of Conditions 2.1 and 2.2, the amount of such payment arising from the exercise of the Structured Warrants shall be final and conclusive and the Issuer shall be discharged from its obligation upon making such payment thereof in accordance with these Conditions.
- (b) The Cash Settlement Amount less the Exercise Expenses, if any, shall be calculated and be payable in the Settlement Currency and rounded down to the nearest two (2) decimal points. All determinations made by the Issuer pursuant to Conditions 2.1 and 2.2 shall be final and conclusive and binding on the Holders.
- (c) The Holder is to bear all Exercise Expenses, if any, in relation to the exercise of the Structured Warrants (or upon the occurrence of a Mandatory Call Event) and on exercise of the Structured Warrants, the Issuer shall be irrevocably authorised by the Holder to deduct all Exercise Expenses, if any, from the Cash Settlement Amount.
- (d) If as a result of a Settlement Disruption Event, it is not possible for the Issuer to make payment on the original Settlement Date, the Issuer shall use its reasonable endeavours to procure payment as soon as practicable after the original Settlement Date. The Issuer shall not be liable to the Holder for any interest in respect of the amount due or any loss or damage that such Holder may suffer as a result of the existence of the Settlement Disruption Event.
- 2.4 The Issuer shall not allow the Holder to exercise the Exercise Rights unless the Structured Warrants are or have been designated as "free securities" in accordance with the Rules of Bursa Depository.
- 2.5 The Issuer declares that approval shall be sought from Bursa Securities for the admission of the Structured Warrants to the Official List and for the listing of and quotation for the Structured Warrants on Bursa Securities.
- 2.6 The initial Structured Warrants Registrar and its specified offices are stated in the Deed Poll. The Issuer reserves the right at any time to terminate the appointment of the Structured Warrants Registrar. Prior written notice of any termination, appointment of Structured Warrants Registrar, resignation of the Structured Warrants Registrar or any changes in any of the specified offices of the relevant Structured Warrants Registrar shall be given to the Holders in accordance with Condition 15 and such prior notice shall be given to the Holders not more than sixty (60) days and less than thirty (30) days of such termination, appointment, resignation or change.
- 2.7 In respect of each Structured Warrant in which Exercise Rights have been exercised, the Issuer shall instruct or procure the Structured Warrants Registrar to instruct Bursa Depository, in accordance with the Central Depositories Act and the Rules of Bursa Depository, to debit the appropriate number of Structured Warrants in respect of which Exercise Rights have been exercised from the Securities Account of such Holder. The Issuer shall be entitled at any time on or after the Expiry Date, to demand that Bursa Depository deliver to the Issuer the Structured Warrants Certificates and thereafter cancel or cause the cancellation of the Structured Warrants Certificates.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

- 2.8 The Structured Warrants subject to the Exercise Rights which have been exercised in accordance with the Deed Poll shall cease to exist and all obligations of the Issuer in respect of those Structured Warrants shall terminate absolutely following payment of the amount (if any) referred to in this Condition 2.

3 Exercise Rights and Suspension

- 3.1 Upon and subject to the provisions of the Central Depositories Act, the Rules of Bursa Depository and the Deed Poll, the Holder whose name as stated in the Record of Depositors shall have the right on the Expiry Date to invoke its Exercise Rights at the Exercise Price subject to adjustments in accordance with Condition 6.
- 3.2 The Structured Warrants shall, subject to any directions, order or notice from any relevant regulatory authority and any request for suspension by the Issuer which is not rejected by any such relevant regulatory authority, continue to be traded notwithstanding that the trading of the Underlying Equity may have been suspended. Any suspension in the trading of the Underlying Equity or the Structured Warrants shall not preclude the Holder from exercising the Exercise Rights.
- 3.3 The Issuer shall notify the Holders of the Expiry Date at least two (2) weeks prior to the Expiry Date for Structured Warrants with a tenure of three (3) months and at least one (1) month prior to the Expiry Date for Structured Warrants with more than three (3) months' tenure or such other period as may be specified by the relevant authority. Such notice shall be given in accordance with Condition 15 stating the Expiry Date and treatment of the Structured Warrants which are not exercised.

4 Funding Cost

- 4.1 The issue price of a Structured Warrant represents the difference between the initial Spot Price of the Underlying Equity as at the launch date or price fixing date of the Structured Warrants and the Exercise Price, plus the applicable funding cost.

The initial funding cost applicable to each series of Structured Warrants will be specified in the relevant Term Sheet for the relevant series and will fluctuate throughout the life of the Structured Warrants as the funding rate changes from time to time.

5 Deposit and Forfeiture of Unclaimed Amount

- 5.1 In the event that the Issuer pays the Cash Settlement Amount to any Holder under Condition 2 by way of cheque payment and such Holder does not present the cheque for payment within six (6) months from the date of the cheque, the Issuer shall at any time thereafter deal with the said monies in accordance and in compliance with, the requirements of the Unclaimed Moneys Act 1965 (Act 370) (revised 1989) of Malaysia.

6 Adjustment of Exercise Price, Exercise Ratio and/or Call Price

- 6.1 Adjustments

Subject to the Conditions as hereinafter provided and the Deed Poll, the Exercise Price, Exercise Ratio and/or Call Price shall from time to time be adjusted in accordance with the following provisions:

- (a) Bonus Issue

If and whenever the Underlying Company of the relevant Structured Warrants shall make an issue of new equities ("**Equities**") credited as fully paid-up to the holders of Equities generally by way of capitalisation of profits or reserves (other than pursuant to a scrip dividend or similar scheme for the time being operated by the Underlying Company or otherwise in lieu of a cash dividend and without any payment or other consideration being made or given by such holders) ("**Bonus Issue**"), the Exercise Ratio, Exercise Price and/or Call Price shall be adjusted on the Market Day immediately following the last day on which an instrument of transfer could be lodged so that the transferee of the Equities would qualify for the Bonus Issue in accordance with the following formula:

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

(i) Adjusted Exercise Ratio =

$$\frac{E}{(1 + N)}$$

(ii) Adjusted Exercise Price =

$$\frac{X}{(1 + N)}$$

(iii) Adjusted Call Price =

$$\frac{C}{(1 + N)}$$

Whereby in respect of this Condition 6.1(a)(i), (ii) and (iii):

E = Existing Exercise Ratio immediately prior to the Bonus Issue.

X = Existing Exercise Price immediately prior to the Bonus Issue.

C = Existing Call Price immediately prior to the Bonus Issue.

N = The number of additional Equities (whether a whole or a fraction) received by a holder of existing Equities for each Equity (of the relevant Underlying Company) held prior to the Bonus Issue.

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio, Exercise Price and/or Call Price as the Issuer determines appropriate to account for the dilutive effect of the Bonus Issue.

On any such adjustment, the resultant Exercise Ratio, Exercise Price and/or Call Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(b) Rights Issue

If and whenever an Underlying Company of the relevant Structured Warrants shall, by way of Rights (as defined below), offer new Equities for subscription at a fixed subscription price ("**Rights Issue Price**") to the holders of existing Equities pro rata to the holders' existing holdings ("**Rights Issue**"), the Exercise Ratio, Exercise Price and/or Call Price shall be adjusted on the Market Day immediately following the last day on which an instrument of transfer of such Equities could be lodged so that the transferee of the Equities would qualify for the Rights Issue in accordance with the following formula:

(i) Adjusted Exercise Ratio =

$$\frac{1 + (R/S) \times M}{1 + M} \times E$$

(ii) Adjusted Exercise Price =

$$\frac{1 + (R/S) \times M}{1 + M} \times X$$

(iii) Adjusted Call Price =

$$\frac{1 + (R/S) \times M}{1 + M} \times C$$

Whereby, in respect of this Condition 6.1(b)(i), (ii) and (iii):

R = Subscription price per Equity of the Underlying Company of the relevant Structured Warrants under the Rights Issue.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

S = Cum-rights share price being the last traded price of an existing Equity of the Underlying Company of the relevant Structured Warrants making the Rights Issue on the last Market Day on which the Equities (of the Underlying Company of the relevant Structured Warrants making the Rights Issue) are traded on a cum-rights basis.

M = Number of new Equities (whether a whole or fraction) per existing Equity of the Underlying Company of the relevant Structured Warrants making the Rights Issue each holder thereof is entitled to subscribe.

E = Existing Exercise Ratio immediately prior to the Rights Issue.

X = Existing Exercise Price immediately prior to the Right Issue

C = Existing Call Price immediately prior to the Rights Issue.

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio, Exercise Price and/or Call Price as the Issuer determines appropriate to account for the dilutive effect of the Rights Issue.

On any such adjustment, the resultant Exercise Ratio, Exercise Price and/or Call Price (as the case may be) shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

For the purposes hereof, "**Rights**" means the Right(s) attached to each existing Equity or needed to acquire one new Equity (as the case may be) which are given to the holders of existing Equities to subscribe for new Equities at a fixed subscription price pursuant to the Rights Issue (whether by the exercise of one Right, a part of a Right or an aggregate number of Rights).

(c) Subdivision or Consolidation

If and whenever the Underlying Company of the relevant Structured Warrants shall subdivide its Equities or any class of its outstanding share capital comprising the Equities into a greater number of Equities (a "**Subdivision**"), or consolidate the Equities or any class of its outstanding share capital comprising the Equities into a smaller number of Equities (a "**Consolidation**"), the Exercise Ratio, Exercise Price and/or Call Price shall be adjusted on the Market Day on which the relevant Subdivision or Consolidation shall have taken effect in accordance with the following formula:

(i) Adjusted Exercise Ratio =

$$\frac{E \times P}{N}$$

(ii) Adjusted Exercise Price =

$$\frac{X \times P}{N}$$

(iii) Adjusted Call Price =

$$\frac{C \times P}{N}$$

Whereby, in respect of this Condition 6.1(c)(i), (ii) and (iii):

N = Revised number of Equities after the Subdivision or Consolidation.

P = Existing number of Equities immediately prior to the Subdivision or Consolidation.

E = Existing Exercise Ratio immediately prior to the Subdivision or Consolidation.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

X = Existing Exercise Price immediately prior to the Subdivision or Consolidation.

C = Existing Call Price immediately prior to the Subdivision or Consolidation.

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio, Exercise Price and/or Call Price as the Issuer determines appropriate to account for the dilutive or consolidative effect of the Subdivision or Consolidation.

On any such adjustment, the resultant Exercise Ratio, Exercise Price and/or Call Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(d) Capital Repayment

Should the Underlying Company of the relevant Structured Warrants undertake a capital repayment in cash (pursuant to Section 115 of the Companies Act 2016 or such other corresponding provision in the Relevant Country in which the Underlying Equity is listed and quoted) during the tenure of the Structured Warrants, the Exercise Ratio, Exercise Price and/or the Call Price of the Structured Warrants shall be adjusted on the Market Day following the last day on which an instrument of transfer is lodged to enable the transferee of the Equities to qualify for the capital repayment by the amount of the capital repayment, net of taxation, if any.

The Exercise Ratio, Exercise Price and/or Call Price for the Structured Warrants shall be adjusted in accordance with the following formula:

(i) Adjusted Exercise Ratio =

$$E \times \frac{(P - D)}{P}$$

(ii) Adjusted Exercise Price =

$$X \times \frac{(P - D)}{P}$$

(iii) Adjusted Call Price =

$$C \times \frac{(P - D)}{P}$$

Whereby, in respect of this Condition 6.1(d)(i), (ii) and (iii):

P = Closing Price of the Underlying Equity on the last market day on which the Underlying Equity is traded on a cum-entitlement basis.

D = The capital repayment per one (1) Underlying Equity held.

E = Existing Exercise Ratio immediately prior to the capital repayment.

X = Existing Exercise Price immediately prior to the capital repayment.

C = Existing Call Price immediately prior to the capital repayment.

The Exercise Ratio, Exercise Price and/or Call Price of the Structured Warrants shall not be adjusted for capital repayment in specie or in the form of other securities, other than for bonus issue and rights issue pursuant to Conditions 6.1(a) and (b).

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Ratio, Exercise Price and/or Call Price as the Issuer determines appropriate to account for the effect of the capital repayment.

On any such adjustment, the resultant Exercise Ratio, Exercise Price and/or Call Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

Notwithstanding the above, if a capital repayment undertaken by the relevant Underlying Company results in a significant change in the business of such Underlying Company or such other circumstances as the Issuer may determine, the Issuer is entitled to terminate the Structured Warrants without prior notice to the Holders. If the Issuer terminates the Structured Warrants, then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Holder in respect of each Structured Warrant held by such holder if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero. The Cash Settlement Amount shall be determined by the Issuer in a manner as it reasonably deems fit based on the fair market value of the Structured Warrants (as determined by the Issuer) after taking into account the capital repayment exercise less all Exercise Expenses, if any.

(e) Other adjustments

The Issuer is entitled to make other adjustments as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer believes (notwithstanding any adjustment previously made by the Issuer) should, in the context of the issue of Structured Warrants and its obligations hereunder, give rise to such adjustment. The Issuer shall make such adjustment generally without considering the individual circumstances of any Holder or the tax or other consequences of such adjustment in any particular jurisdiction.

On any such adjustment, the resultant Call Price, Exercise Ratio and/or Exercise Price shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

6.2 Notwithstanding the foregoing, no adjustments shall be made to the Exercise Ratio, Exercise Price and/or Call Price if the formulae stated in Condition 6.1(a) to Condition 6.1(e) results in an adjustment which would amount to less than two percent (2%) of the Exercise Ratio, Exercise Price and/or Call Price being changed.

6.3 Any termination of Structured Warrants or adjustment made pursuant to Conditions 6.1 and 6.2 shall be binding on the Holders save in the case of manifest error. Notice of such termination, adjustments or amendments shall be given to the Holders as soon as practicable thereafter in accordance with Condition 15 and in any event within five (5) Market Days of such termination, adjustment or amendment being made.

7 Restrictions to Protect Rights of Holders

7.1 As from the date of the issue of the Structured Warrants and for so long as any of the Structured Warrants remain exercisable, the Issuer shall have arrangements in place to ensure, for the benefit of the Holders that it is able to satisfy in full the exercise of all the Structured Warrants for the time being outstanding.

8 Merger or Consolidation of Underlying Company

8.1 In the event of a merger, amalgamation or reconstruction of the Underlying Company wherein an Underlying Company is to or may merge or consolidate with or into any other corporation (including becoming, by agreement or otherwise, a subsidiary of any corporation or controlled by any person or corporation) (except where the Underlying Company is the surviving corporation in a merger), or is to or may sell or transfer all or substantially all of its assets ("**Restructuring Event**"), the Issuer may in good faith take any of the actions below:

- (a) cancel the Structured Warrants without prior notice to the Holders. If the Structured Warrants are so cancelled, the Issuer shall pay an amount to each Holder, if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero. The Cash Settlement Amount shall be determined by the Issuer in a manner as it reasonably deems fit based on the fair market value of the Underlying Equity (as determined by the Issuer) after taking into account the Restructuring Event less all Exercise Expenses, if any; and/or

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (b) amend and determine the appropriate adjustment, if any, to be made to the terms and conditions of the Structured Warrants to account for the Restructuring Event and determine the effective date of that adjustment. After such adjustments (if any), the Structured Warrants shall relate to the number of equities of the corporation(s) resulting from or surviving such Restructuring Event or other securities ("**Substituted Securities**") and/or cash offered in substitution for the affected Underlying Equity of the relevant Structured Warrants to which the holder of such number of Underlying Equity to which the Structured Warrants related immediately before such Restructuring Event would have been entitled upon such Restructuring Event, as the case may be. The Issuer may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of the Restructuring Event made by a Securities Exchange to options on the relevant Underlying Equity traded on that Securities Exchange.
- 8.2 Upon the occurrence of a Restructuring Event, the rights attaching to the Structured Warrants in respect of that Underlying Company may be amended by the Issuer no later than the Market Day preceding the consummation of such Restructuring Event.
- 8.3 The provisions of these Conditions shall apply to such Substituted Securities provided that, any Substituted Securities may, as the Issuer reasonably deems fit, be replaced by an amount in the Relevant Currency equal to the market value or, if no market value is available, fair value, of such Substituted Securities in each case as determined by the Issuer as soon as practicable after such Restructuring Event is effected.
- 8.4 Any cancellation of Structured Warrants or modification of rights made pursuant to Condition 8.1 or 8.2 shall be notified to the Holders as soon as practicable thereafter and in any event within five (5) Market Days from the date of such cancellation or modification in accordance with Condition 15.
- 9 Take-over Offer, Compulsory Acquisition or other Forms of Reorganisation in respect of the Underlying Company**
- 9.1 Take-over Offer or Compulsory Acquisition
- In the event of the Take-Over Offer or Compulsory Acquisition or any other event having similar effect on the rights of the Holders ("**Other Event**") no cancellation of the relevant Structured Warrants shall be effected and the relevant Structured Warrants shall remain valid until its Expiry Date unless any such Take-Over Offer, Compulsory Acquisition or Other Event results in any of the circumstances referred to in Condition 10 or Condition 11, in which event, the relevant provisions of Condition 10 or Condition 11 shall apply.
- 9.2 Other Forms of Reorganisation
- In the event of a scheme of arrangement or any other forms of reorganisation including any scheme of arrangement or reorganisation resulting in the privatisation of the Underlying Company, or the Underlying Company is placed under a judicial management under any applicable laws, the Issuer is entitled to deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.
- 10 Delisting of the Underlying Equity**
- 10.1 If at any time the Underlying Equity of the Structured Warrants ceases to be listed on Bursa Securities or such other Securities Exchanges or there is an announcement of an intention to cease the listing status of the Underlying Company or the Underlying Equity is suspended from trading on Bursa Securities or such other Securities Exchanges prior to, and in connection with the delisting of the Underlying Equity, the Structured Warrants may if determined by the Issuer be automatically exercised without notice of automatic exercise being given by the Issuer to the Holder:
- (a) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (b) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The Closing Price for the calculation of the Cash Settlement Amount (calculated in accordance with Condition 2) shall be the last quoted price of the Underlying Equity immediately before such events or determined in accordance with Condition 2.2.2, as the case may be, and the Issuer shall not be obliged to make any adjustment to the Exercise Price and Call Price.

Provided that if there is a Market Disruption Event on the date immediately before such events ("Set Date"), the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

However, in the event the Underlying Equity is suspended or delisted (as the case may be) as a result of the Take-over Offer or the Compulsory Acquisition, the Closing Price for the calculation of the Cash Settlement Amount shall be as calculated above or the announced price for the Take-over Offer, whichever is lower for callable bull certificates and higher for callable bear certificates.

- 10.2 Subject to the aforesaid, the Issuer may but shall not be obliged to make any adjustment to the terms and conditions of the Structured Warrants and the rights attaching to the Structured Warrants as it shall reasonably consider appropriate to ensure that the interests of the Holders generally are not materially prejudiced as a consequence of such events (without considering the individual circumstances of any Holder or the tax or other consequences that may result in any particular jurisdiction).

11 Liquidation, Dissolution or Winding-Up of the Underlying Company

- 11.1 In the event of a liquidation, dissolution or winding-up of the Underlying Company or the appointment of a liquidator, receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Underlying Company's Assets, the Structured Warrants will be automatically exercised without notice of automatic exercise being given by the Issuer to the Holder:

- (a) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
- (b) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The Closing Price for the calculation of the Cash Settlement Amount (calculated in accordance with Condition 2) shall be the closing price of the Underlying Equity on the Market Day immediately before such events or determined in accordance with Condition 2.2.2, as the case may be, and the Issuer shall not be obliged to make any adjustment to the Exercise Price or Call Price.

Provided that if there is a Market Disruption Event on the Set Date, the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- 11.2 Subject to the aforesaid, the Issuer may but shall not be obliged to make any adjustment to the terms and conditions of the Structured Warrants and the rights attaching to the Structured Warrants as it shall reasonably consider appropriate to ensure that the interests of the Holders generally are not materially prejudiced as a consequence of such events (without considering the individual circumstances of any Holder or the tax or other consequences that may result in any particular jurisdiction).

11A Takeover, Merger, Liquidation, Dissolution or Winding-Up of Issuer

- 11A.1 In the event of a take-over or a scheme of arrangement or any other form of reorganisation undertaken by the Issuer or any other events having similar effects on the rights of the Holders, the Issuer is entitled to deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.

- 11A.2 In the event of a merger, amalgamation or reconstruction of the Issuer, the corporation, trust or other body into which the Issuer is merged, amalgamated or reconstructed shall assume all the liabilities and the obligations of the Issuer in respect of the Structured Warrants so that the rights of the Holders shall continue to exist and be enforceable to the same extent as provided by the Issuer under the Deed Poll.

- 11A.3 In the event of a liquidation, dissolution or winding-up of the Issuer or the appointment of a receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Issuer's Assets, the Structured Warrants remaining outstanding shall be deemed to be exercised on the Market Day immediately prior to the date of such liquidation, dissolution, winding-up or appointment as follows:

- (a) All unexercised Structured Warrants shall automatically be exercised without notice of automatic exercise being given by the Issuer to the Holders:
- (i) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
 - (ii) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The closing price of the Underlying Equity on the Market Day immediately before the above events shall form the Closing Price for the calculation of the Cash Settlement Amount.

- (b) Notwithstanding the foregoing, if there is a Market Disruption Event on the Set Date, the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

12 Replacement of Structured Warrants Certificate

- 12.1 If the Structured Warrants Certificate which has been deposited with Bursa Depository is mutilated, defaced, lost, worn out, stolen or destroyed it shall be replaced by the Issuer at the registered office of the Structured Warrants Registrar on such terms as to evidence and indemnity or otherwise as the Issuer may require. All payment of such costs as may be incurred in connection therewith shall

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

be borne by the Issuer. Mutilated, defaced, lost, worn, stolen or destroyed Structured Warrants Certificates shall be deemed cancelled.

13 Register, Transfer and Transmission

- 13.1 Each Holder registered in the Record of Depositors shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from the Structured Warrants, and shall be deemed and treated as the absolute owner of the relevant Structured Warrants, in accordance with the Central Depositories Act and the Rules of Bursa Depository, whether or not the Issuer shall be in default in respect of the Structured Warrants or any of the covenants contained herein and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft of any Structured Warrants. The provisions of the Central Depositories Act, the Rules of Bursa Depository and the Issuer's constitution for the time being relating to the registration, transfer and transmission of shares and the fees payable thereon shall with necessary modifications apply to the registration, transfer and transmission of the legal ownership of the Structured Warrants, subject always to the provisions of this Condition and Condition 2.
- 13.2 The entries made under the Record of Depositors shall be deemed to be the final record of all Depositors. No notice of any trust, express or implied, shall be entered upon the Record of Depositors otherwise than pursuant to an order of a court of competent jurisdiction or as required by law, and a Holder shall be deemed to be the beneficial owner of the Structured Warrants standing to the credit of his/its Securities Account, until such time as the Structured Warrants are duly transferred to another Holder and the name of the transferee is entered in the Record of Depositors.

14 Meetings of Holders

- 14.1 The procedure governing the convening and conduct of meetings of the Holders are set out in the Third Schedule to the Deed Poll.

15 Notices

- 15.1 Subject to Condition 15.2:
- (a) all notices to the Holders pertaining to the convening of meetings shall be made by way of notice published in at least one (1) English language national daily newspaper and announced through Bursa Securities; and
 - (b) all other notices shall either be announced through the Bursa Securities or published in at least one (1) English language national daily newspaper.
- 15.2 A notice is deemed to have been given and served to the Holders on the date of announcement or publication as the case may be or, if announced or published more than once or on different dates, on the first date on which it is announced or published.
- 15.3 All notices effected in accordance with this Condition 15 shall be deemed to be effective in respect of all persons who become Holders after the date of the relevant notice.
- 15.4 For the avoidance of doubt, a notice shall not be required to be published or announced in respect of an event contemplated under Conditions 6, 8, 9, 10, 11 or 11A, as the case may be, if no adjustment to the rights of the Holders, termination or cancellation of the relevant Structured Warrants or amendment to the terms and conditions of the relevant Structured Warrants is made or to be made pursuant thereto.

16 Modification of rights

- 16.1 All or any of the rights for the time being attached to the Structured Warrants (other than the Exercise Price or Call Price which a Holder is entitled to or the formulae for the adjustment of the Exercise Price or the Exercise Ratio or any other condition, which may be modified in accordance with the provisions set out elsewhere in these Conditions) may be altered or abrogated by the Issuer from time to time (whether or not the Issuer is being wound up), and the sanction of a Special Resolution passed at a meeting of the Holders held as aforesaid shall be necessary to effect such alteration or abrogation.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 16.2 Notwithstanding the provisions of Condition 16.1, the Issuer may without the consent of the Holders but in accordance with the terms of the Deed Poll, effect any modification to the Structured Warrants or the Deed Poll which, in the opinion of the Issuer, is:
- (a) not materially prejudicial to the interests of the Holders; or
 - (b) of a formal, minor or technical nature; or
 - (c) necessary or expedient to correct a manifest error, or to comply with mandatory provisions of law; or
 - (d) necessary or expedient to facilitate scripless trading in or exercise of the Structured Warrants or payment by way of electronic funds transfer as approved by the relevant government or statutory authorities in respect of the Structured Warrants or to amend the restrictions on transfer or exercise of the Structured Warrants to comply with the requirements of or the concessions granted by any relevant government or statutory authorities.

Any such modification shall be binding on all Holders and shall be notified by the Issuer to them as soon as practicable thereafter in accordance with Condition 15 but in any event not later than twenty (20) Market Days from the date of such modification.

- 16.3 Notwithstanding Condition 16.1, the Issuer may, at any time and from time to time for the purpose of an issue of new Structured Warrants or a new Series of Structured Warrants through the Base Prospectus and without the consent or sanction of the Holders supplement the Deed Poll with the terms and conditions of the new Structured Warrants or Series of Structured Warrants (as set out in the relevant Term Sheet), as the case may be. In the event such supplement to the Deed Poll shall affect the rights and interests of the Holders, the Issuer is to effect such supplement to the Deed Poll by notice to the Holders in accordance with Condition 15 and such supplement shall be binding on all Holders without any further action being required to be taken by the Issuer. For the avoidance of doubt, a Holder is deemed to have notice of all announcements (and their respective contents) made by the Issuer to Bursa Securities in respect of or affecting the Series of Structured Warrants held.

17 Buy-backs and cancellation

- 17.1 The Issuer, and/or its Affiliates, may at any time purchase or buy back the Structured Warrants in the open market or by tender or private treaty and become the Holder of the Structured Warrants. Any Structured Warrants so purchased may be held or resold or surrendered for cancellation provided that cancellation of the Structured Warrants may only occur if all outstanding Structured Warrants have been purchased by the Issuer and/or its Affiliates.
- 17.2 Notwithstanding Condition 17.1, any purchase of the Structured Warrants by the Issuer and/or its Affiliates shall be undertaken in such manner and on such terms as may be imposed by the SC.

18 Warrant Agency Agreement

- 18.1 The Structured Warrants Registrar acts as an agent of the Issuer and shall not assume any obligation or duty to or any relationship of agency or trust for the Holders except only as described in Condition 18.2.
- 18.2 The Warrant Agency Agreement contains provisions for the indemnification of the Structured Warrants Registrar. The Structured Warrants Registrar shall not be liable to any Holder in respect of any losses, liabilities, costs, claims, actions or demands which such Holder may suffer or incur or allege to have suffered or incurred as a result of or in connection with the exercise or non-exercise of any Structured Warrants Registrar's powers, discretions and/or duties except in the case of any material breach by the Structured Warrants Registrar of the terms of the Warrant Agency Agreement or the Structured Warrants Registrar's wilful default, misconduct, gross negligence, fraud or bad faith or that of its directors, officers, employees or agents. The Structured Warrants Registrar may:
- (a) in the exercise of its powers, discretions and/or duties in connection with the Structured Warrants, act on the advice or opinion of, or any certificate or information obtained in good faith from, any lawyer, valuer, accountant, banker, broker, securities company or other expert whether obtained by the Issuer, the relevant Structured Warrants Registrar or otherwise (which advice, opinion, certificate or information may be sent or obtained by letter, telex,

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

telegram, cable or facsimile device) and the Structured Warrants Registrar shall not be liable for any loss occasioned by acting on any such advice, opinion, certificate or information or by any such letter, telex, telegram, cable or facsimile message being forged or otherwise not authentic or containing some errors with respect to content, delivery or transmission;

- (b) receive and retain without liability to account, such fee or other remuneration as may from time to time be agreed between the Issuer and the Structured Warrants Registrar for the registration and administration of the Structured Warrants; and
- (c) enter into or be interested in any contract or financial or other transaction or arrangement with the Issuer or any person or body corporate associated with the Issuer in connection therewith to receive and retain, without liability to account any profit, fee, remuneration or other benefit received thereby or in connection therewith.

The Structured Warrants Registrar does not act as the agent of any Holder and therefore owes no fiduciary duty to any Holder in arriving at its calculations and determinations.

19 Exclusion of equities

- 19.1 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, or these Conditions, no person shall be recognised by the Issuer as holding any Structured Warrants upon any trust, and the Issuer shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any Structured Warrant, or any interest in any fractional part of a Structured Warrant, or (except only as by these presents or by law otherwise provided) any other right in respect of any Structured Warrants, except an absolute right to the entirety thereof in the registered holder.

20 Governing Law

- 20.1 The Structured Warrants and the Deed Poll are governed by and shall be construed in accordance with the laws of Malaysia. The Issuer and the Holders irrevocably agree that with respect to any proceedings in Malaysia in connection with any matter or issue relating to the Deed Poll and these Conditions, they shall be bound by the decision, ruling or order of the Malaysian Court.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

PART 5**CONDITIONS OF THE CASH-SETTLED SINGLE INDEX CALLABLE BULL OR BEAR CERTIFICATES****1 General, Nature, Form, Transfer, Administration and Status of Structured Warrants**

- 1.1 The Structured Warrants comprise **European style non-collateralised cash-settled callable bull or bear certificates over a single index** to be issued from time to time by the Issuer through the Base Prospectus and subject to, and with the benefit of the Deed Poll referred to on the face of the Structured Warrants Certificate and these Conditions. The Exercise Rights entitle the Holder of each Structured Warrant for each Series of Structured Warrants issued or to be issued, subject to the Deed Poll and in accordance with these Conditions, upon valid exercise thereof, to the Cash Settlement Amount calculated in accordance with Condition 2. Certain statements in these Conditions are summaries of and are subject to the detailed provisions of the Deed Poll and in the event of any inconsistency between a provision contained in these Conditions and a provision contained in the Deed Poll, the provisions in the Deed Poll shall prevail. The Issuer has entered into a Warrant Agency Agreement with the Structured Warrants Registrar. Copies of the Deed Poll and the Warrant Agency Agreement are available for inspection at the registered office of the Issuer, being at the date hereof at 27th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur. The Holders for the time being of the Structured Warrants and whose names appear on the Record of Depositors are all entitled to the benefit of, bound by, and deemed to have notice of, all the provisions of the Deed Poll and the Warrant Agency Agreement. Further, each Holder acknowledges it has, where necessary, consulted its stockbroker, solicitor or other adviser before investing in the Structured Warrants and none of the Issuer or its directors or employees may be construed as investment adviser or agent of, or owe any fiduciary duty to the Holder. **For the purposes of this Part 5, the term "Structured Warrants" shall refer to the European style non-collateralised cash-settled callable bull or bear certificates over a single index.**
- 1.2 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, the relevant applicable rules and regulations and these Conditions:
- (a) each Structured Warrant is an option which confers on the Holder the Exercise Rights which require the Issuer to pay the Cash Settlement Amount to the Holder in accordance with these Conditions; and
 - (b) the Structured Warrants are issued in registered form, serially numbered and are a Prescribed Security to be admitted to the Official List. The Structured Warrants are represented by a global/jumbo certificate issued to Bursa Depository or its nominee who holds the same as bare trustee on behalf of the Holders, and deposited with Bursa Depository in or substantially in the form set out in the First Schedule to the Deed Poll as the same may from time to time be modified in accordance with the Deed Poll.
- 1.3 Subject to all information provided by the subscriber for the Structured Warrants to the Issuer being complete and consistent with the records of Bursa Depository, the Issuer shall within seven (7) Market Days from the date of allotment of the Structured Warrants, cause and procure the Structured Warrants Registrar to notify Bursa Depository of the names of the Holders together with such particulars as may be required by Bursa Depository for the purpose of making appropriate entries in the Securities Account of the respective Holder, request Bursa Depository to credit the Securities Account of the Holders with the applicable Structured Warrants and shall deliver to Bursa Depository the Structured Warrants Certificate registered in the name of Bursa Depository or its nominee company in such manner as may be prescribed by the Rules of Bursa Depository or agreed with Bursa Depository. If, at any time, the information provided by the Holders for the Structured Warrants is incorrect or inaccurate or inconsistent with the records of Bursa Depository, the Issuer reserves the right and without any obligation whatsoever to the Holders, to accept, reject or otherwise deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances. The Holders are not entitled to any physical warrant certificates.
- 1.4 Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the registration and subsequent administration of Structured Warrants shall be in the manner set forth in the Deed Poll and the Warrant Agency Agreement. It is hereby acknowledged that the Issuer shall be entitled to appoint registrars for the registration and administration of the Structured Warrants. The Issuer hereby confirms that it shall/has appointed the Structured Warrants Registrar for the

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

purpose stipulated hereof, who shall perform such duties as required by the Issuer under the Deed Poll.

- 1.5 The Holders may transfer the Structured Warrants in the manner prescribed under the Central Depositories Act and the Rules of Bursa Depository. Structured Warrants shall be issued in board lots of one hundred (100) warrants or such other board lot as permitted by the SC and/or Bursa Securities.
- 1.6 The Structured Warrants and the settlement obligation of the Issuer in respect of the Structured Warrants represent general and unsecured contractual obligations of the Issuer and of no other person which rank, and shall rank, equally among themselves and without preference in all respects, subject to such exceptions as may from time to time exist under applicable law or the Deed Poll, with the other existing and future unsecured and unsubordinated obligations of the Issuer.
- 1.7 The Structured Warrants do not confer on the Holders any right to acquire or dispose of equities or other securities, including the equities in the companies constituting the Underlying Index and the Issuer is not under any obligation whatsoever to purchase, hold or deliver such equities or other securities, or any rights and benefits attaching thereto.
- 1.8 The Holders of Structured Warrants are entitled to the Cash Settlement Amount in accordance with Condition 2.

2 Exercise of the Structured Warrants

2.1 Mandatory Call Event

2.1.1 The trading of the Structured Warrants will be suspended by Bursa Securities and the Structured Warrants will automatically terminate upon the occurrence of a Mandatory Call Event and the Issuer shall have no further obligation under the Structured Warrants except for the payment of the Cash Settlement Amount after deduction of the Exercise Expenses, if any, (if greater than zero) following the Mandatory Call Event on the relevant Settlement Date. Except as otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities, the Issuer shall announce the Cash Settlement Amount payable to the relevant Holder within one (1) Market Day from the end of the Next Trading Session after the Mandatory Call Event and the Structured Warrants will be de-listed from the Official List on the fourth (4th) Market Days after the occurrence of the Mandatory Call Event. The Issuer shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the date of de-listing of the Structured Warrants pursuant to a Mandatory Call Event or any other relevant date as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount calculated as set out below less Exercise Expenses, if any.

For callable Bull Certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\text{Lowest Index Level} - \text{Exercise Level}^{(1)} \right) \times \frac{1}{\text{Exercise Ratio}^{(1)}} \times \text{Multiplier}^{(2)} \times \text{Settlement Exchange Rate (if applicable)}$$

For callable Bear Certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\text{Exercise Level}^{(1)} - \text{Highest Index Level} \right) \times \frac{1}{\text{Exercise Ratio}^{(1)}} \times \text{Multiplier}^{(2)} \times \text{Settlement Exchange Rate (if applicable)}$$

(1) The Exercise Level and/or the Exercise Ratio shall be subject to such adjustments as may be necessary as provided in Condition 6.

(2) The Multiplier shall be specified in the relevant Term Sheet.

If the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Structured Warrants shall terminate on the occurrence of the Mandatory Call Event and cease to be valid and the Issuer's obligations in respect of the

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

- 2.1.2 On the occurrence of a Mandatory Call Event, the Issuer shall unless otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities immediately:
- (a) notify Bursa Securities to suspend the trading of the Structured Warrants;
 - (b) announce the Mandatory Call Event and suspension to Bursa Securities, such announcement to include:
 - (i) the time the Mandatory Call Event occurs;
 - (ii) the time when the trading of the Structured Warrants is called by the Issuer and suspended by Bursa Securities and the effect of the same; and
 - (iii) the date when the Structured Warrants will be de-listed by Bursa Securities.

2.1.3 Revocation of Mandatory Call Event

A Mandatory Call Event is irrevocable unless it is triggered as a result of any of the following events:

- (a) System malfunction or other technical errors of the relevant Securities Exchange (such as the setting up of wrong Call Price/Call Level and other parameters) and such event is reported by the relevant Securities Exchange to the Issuer and the Issuer and the relevant Securities Exchange mutually agree that such Mandatory Call Event is to be revoked; or
- (b) Manifest errors caused by the relevant third party price source where applicable (such as miscalculation of the index level by the relevant index compiler), and such event is reported by the Issuer to the relevant Securities Exchange and the Issuer and the relevant Securities Exchange mutually agree that such Mandatory Call Event is to be revoked;

in each case, such mutual agreement must be reached between the relevant Securities Exchange and the Issuer as prescribed in the relevant procedures by the relevant Securities Exchange from time to time. Upon the revocation of the Mandatory Call Event, trading of the Structured Warrants will resume and any trade cancelled after such Mandatory Call Event will be reinstated.

2.2 Automatic Exercise and Expiry

- 2.2.1 The Structured Warrants shall be automatically exercised at 5.00 p.m. on the Expiry Date provided that no Mandatory Call Event has occurred and provided further that the Cash Settlement Amount calculated in accordance with Condition 2.2.2 after deduction of the Exercise Expenses, if any, is greater than zero (without notice of automatic exercise being given by the Issuer to the Holders provided that a Mandatory Call Event has not occurred). If the Expiry Date is not a Market Day then it shall be deemed to be exercised on the next following Market Day. The Structured Warrants will automatically terminate at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.
- 2.2.2 Except as otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities, the Issuer shall announce the Cash Settlement Amount payable to the relevant Holder at the end of the Expiry Date and shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the Expiry Date or such other period as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount, calculated as set out below less Exercise Expenses, if any:

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

For callable bull certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \frac{(\text{Closing Level}^{(1)} - \text{Exercise Level}^{(2)})}{1} \times \text{Multiplier}^{(3)} \times \text{Settlement Exchange Rate (if applicable)}$$

For callable bear certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \frac{(\text{Exercise Level}^{(2)} - \text{Closing Level}^{(1)})}{1} \times \text{Multiplier}^{(3)} \times \text{Settlement Exchange Rate (if applicable)}$$

- (1) (a) The “**Closing Level**” on the Expiry Date shall be calculated by reference to either:
- (i) the closing level of the Underlying Index on the Market Day immediately before the Expiry Date; or
 - (ii) the final settlement price for settling the corresponding spot-month index future contracts on the Expiry Date; or
 - (iii) the average of the closing levels of the Underlying Index for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date,

and as specified in the relevant Term Sheet subject to the Market Disruption Event provision below.

If on the relevant date the Underlying Index Sponsor has not published the Underlying Index for the purpose of calculating the Closing Level, the Closing Level will be the closing level of the Underlying Index on the Market Day immediately before the relevant date (subject to the Market Disruption Event provision below).

- (b) Notwithstanding anything to the contrary stated in this Condition 2.2.2, if there is a Market Disruption Event on the Expiry Date, the Expiry Date shall be the next following Market Day after the Market Disruption Event. If the Market Disruption Event continues to occur up to the eighth (8th) Business Day following the original Expiry Date, then the Expiry Date shall be:
- (i) that eighth (8th) Business Day; and
 - (ii) the Issuer shall determine as it reasonably deems fit and on the basis of the Issuer’s good faith estimate the reference level and/or the exchange rate (if applicable) for that Expiry Date by determining the level of the Underlying Index and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- (2) The Exercise Level and/or the Exercise Ratio shall be subject to such adjustments as may be necessary as provided in Condition 6.
- (3) The Multiplier shall be specified in the relevant Term Sheet.

2.2.3 In the event that the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero on the Expiry Date, the Structured Warrants shall terminate on the Expiry Date and cease to be valid and the Issuer’s obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 2.3 (a) The Cash Settlement Amount less the Exercise Expenses, if any, shall be made by way of cheque drawn in favour of the Holder to be delivered by ordinary post to the Holder's address last recorded in the Record of Depositors at the Holder's own risk or by way of telegraphic transfer to the bank account of the Holder last notified to the Structured Warrants Registrar. Where the Issuer makes a payment to a Holder pursuant to the terms of Conditions 2.1 and 2.2, the amount of such payment arising from the exercise of the Structured Warrants shall be final and conclusive and the Issuer shall be discharged from its obligation upon making such payment thereof in accordance with these Conditions.
- (b) The Cash Settlement Amount less the Exercise Expenses, if any, shall be calculated and be payable in Settlement Currency and rounded down to the nearest two (2) decimal points. All determinations made by the Issuer pursuant to Conditions 2.1 and 2.2 shall be final and conclusive and binding on the Holders.
- (c) The Holder is to bear all Exercise Expenses, if any, in relation to the exercise of Structured Warrants (or upon the occurrence of a Mandatory Call Event), and on exercise of the Structured Warrants, the Issuer shall be irrevocably authorised by the Holder to deduct all Exercise Expenses, if any, from the Cash Settlement Amount.
- (d) If as a result of a Settlement Disruption Event, it is not possible for the Issuer to make payment on the original Settlement Date, the Issuer shall use its reasonable endeavours to procure payment as soon as practicable after the original Settlement Date. The Issuer shall not be liable to the Holder for any interest in respect of the amount due or any loss or damage that such Holder may suffer as a result of the existence of the Settlement Disruption Event.
- 2.4 The Issuer shall not allow the Holder to exercise the Exercise Rights unless the Structured Warrants are or have been designated as "free securities" in accordance with the Rules of Bursa Depository.
- 2.5 The Issuer declares that approval shall be sought from Bursa Securities for the admission of the Structured Warrants to the Official List and for the listing of and quotation for the Structured Warrants on Bursa Securities.
- 2.6 The initial Structured Warrants Registrar and its specified offices are stated in the Deed Poll. The Issuer reserves the right at any time to terminate the appointment of the Structured Warrants Registrar. Prior written notice of any termination, appointment of Structured Warrants Registrar, resignation of the Structured Warrants Registrar or any changes in any of the specified offices of the relevant Structured Warrants Registrar shall be given to the Holders in accordance with Condition 12 and such prior notice shall be given to the Holders not more than sixty (60) days and less than thirty (30) days of such termination, appointment, resignation or change.
- 2.7 In respect of each Structured Warrant in which Exercise Rights have been exercised, the Issuer shall instruct or procure the Structured Warrants Registrar to instruct Bursa Depository, in accordance with the Central Depositories Act and the Rules of Bursa Depository, to debit the appropriate number of Structured Warrants in respect of which Exercise Rights have been exercised from the Securities Account of such Holder. The Issuer shall be entitled at any time on or after the Expiry Date, to demand that Bursa Depository deliver to the Issuer the Structured Warrants Certificates and thereafter cancel or cause the cancellation of the Structured Warrants Certificates.
- 2.8 The Structured Warrants subject to the Exercise Rights which have been exercised in accordance with the Deed Poll shall cease to exist and all obligations of the Issuer in respect of those Structured Warrants shall terminate absolutely following payment of the amount (if any) referred to in this Condition 2.
- 3 Exercise Rights and Suspension**
- 3.1 Upon and subject to the provisions of the Central Depositories Act, the Rules of Bursa Depository and the Deed Poll, the Holder whose name as stated in the Record of Depositors shall have the right on the Expiry Date to invoke its Exercise Rights at the Exercise Level subject to adjustments in accordance with Condition 6 of the Deed Poll.
- 3.2 The Structured Warrants shall, subject to any directions, order or notice from any relevant regulatory authority and any request for suspension by the Issuer which is not rejected by any such relevant regulatory authority, continue to be traded notwithstanding that the trading of the options or futures

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

relating to the relevant Underlying Index on any options or futures exchanges may have been suspended. Any such suspension shall not preclude the Holder from exercising the Exercise Rights.

- 3.3 The Issuer shall notify the Holders of the Expiry Date at least two (2) weeks prior to the Expiry Date for Structured Warrants with a tenure of three (3) months and at least one (1) month prior to the Expiry Date for Structured Warrants with more than three (3) months' tenure or such other period as may be specified by the relevant authority. Such notice shall be given in accordance with Condition 12 stating the Expiry Date and treatment of the Structured Warrants which are not exercised.

4 Funding Cost

- 4.1 The issue price of a Structured Warrant represents the difference between the initial Spot Level of the Underlying Index as at the launch date or price fixing date of the Structured Warrant and the Exercise Level, plus the applicable funding cost.

The initial funding cost applicable to each series of Structured Warrants will be specified in the relevant Term Sheet for the relevant series and will fluctuate throughout the life of the Structured Warrants as the funding rate changes from time to time.

5 Deposit and Forfeiture of Unclaimed Amount

- 5.1 In the event that the Issuer makes the Cash Settlement Amount to any Holder under Condition 2 by way of cheque payment and such Holder does not present the cheque for payment within six (6) months from the date of the cheque, the Issuer shall at any time thereafter deal with the said monies in accordance and in compliance with, the requirements of the Unclaimed Moneys Act 1965 (Act 370) (revised 1989) of Malaysia.

6 Adjustment of Underlying Index, Exercise Level, Call Level and/or Exercise Ratio

- 6.1 Adjustments

Subject to the Conditions as hereinafter provided and the Deed Poll, the Underlying Index of the relevant Structured Warrants shall from time to time be adjusted in accordance with the following provisions:

- (a) Successor for the Underlying Index Sponsor calculates and reports on the Underlying Index

If a relevant Underlying Index is:

- (i) not calculated and announced by the Underlying Index Sponsor but is calculated and published by a successor to the Underlying Index Sponsor (the "**Successor Underlying Index Sponsor**") acceptable to the Issuer; or
- (ii) replaced by a successor index using, in the determination of the Issuer, the same or a substantially similar formula for and method of calculation as used in the calculation of the Underlying Index,

then in each case, that underlying index ("**Successor Index**") shall be deemed to be the Underlying Index.

- (b) Modification and Cessation of Calculation of Underlying Index

If:

- (i) on or prior to the Exercise Date or Mandatory Call Event, the Underlying Index Sponsor or (if applicable) the Successor Underlying Index Sponsor makes or announces that they shall make a material change in the formula for or the method of calculating the Underlying Index or in any other way materially modifies the Underlying Index (other than a modification prescribed in that formula or method to maintain the Underlying Index in the event of changes in constituent securities and other capitalisation and routine events) or cancels or announces the cancellation of the Underlying Index and no Successor Index exists; or

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (ii) on the Exercise Date or Mandatory Call Event, the Underlying Index Sponsor or the Successor Underlying Index Sponsor fails to calculate and publish the Underlying Index (other than as a result of a Market Disruption Event),

then the Issuer may determine the reference level using, in lieu of a published level for the Underlying Index, the level for the Underlying Index as at that Exercise Date or Mandatory Call Event (as the case may be) as determined by the Issuer in accordance with the formula for and method of calculating the Underlying Index last in effect prior to that change, modification, cancellation or failure, but using only securities that constituted the Underlying Index immediately prior to that change, modification, cancellation or failure (other than those securities that constituted the Underlying Index which have since ceased to be listed on or quoted by the relevant Securities Exchange).

- (c) Correction of Closing Level

In the event that the Closing Level published by the Underlying Index Sponsor or the Successor Underlying Index Sponsor which is utilised for any calculation or determination made under the Structured Warrants is subsequently corrected, the Issuer will, as it reasonably deems fit, adjust the terms of the Structured Warrants to account for such correction provided that such correction is published and made available to the public by the Underlying Index Sponsor or the Successor Underlying Index Sponsor during a period following original publication equal in duration to the period in which a trade in futures or options contracts relating to the Underlying Index on the relevant Securities Exchange would customarily settle according to the rules of such Securities Exchange, or if there are multiple Securities Exchanges in respect of the Underlying Index, the longest such period, and further provided, that such publication of such correction is made sufficiently in advance of the Settlement Date.

- (d) Notice of Determinations

All determinations made by the Issuer pursuant hereto shall be conclusive and binding on the Holders. The Issuer shall give, or procure that there is given, notice as soon as practicable of any adjustment and of the date from which such adjustment is effective by notification to the Holders in accordance with Condition 12.

- 6.2 Notwithstanding the foregoing, no adjustments shall be made to the Exercise Level, Call Level and/or Exercise Ratio if such adjustments would amount to less than two percent (2%) of the Exercise Level, Call Level and/or Exercise Ratio being changed.

- 6.3 Any adjustment made pursuant to Condition 6.1 and Condition 6.2 shall be binding on the Holders save in the case of manifest error. Notice of such adjustments or amendments shall be given to the Holders as soon as practicable thereafter in accordance with Condition 12 and in any event within five (5) Market Days of the adjustment being made.

7 Restrictions to Protect Rights of Holders

- 7.1 As from the date of the issue of the Structured Warrants and for so long as any of the Structured Warrants remain exercisable, the Issuer shall have arrangements in place to ensure, for the benefit of the Holders that it is able to satisfy in full the exercise of all the Structured Warrants for the time being outstanding.

8 Takeover, Merger, Liquidation, Dissolution or Winding-Up of Issuer

- 8.1 In the event of a take-over or a scheme of arrangement or any other form of reorganisation undertaken by the Issuer or any other events having similar effects on the rights of the Holders, the Issuer is entitled to deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.

- 8.2 In the event of a merger, amalgamation or reconstruction of the Issuer, the corporation, trust or other body into which the Issuer is merged, amalgamated or reconstructed shall assume all the liabilities and the obligations of the Issuer in respect of the Structured Warrants so that the rights of the Holders shall continue to exist and be enforceable to the same extent as provided by the Issuer under the Deed Poll.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 8.3 In the event of a liquidation, dissolution or winding-up of the Issuer or the appointment of a receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Issuer's Assets the Structured Warrants remaining outstanding shall be deemed to be exercised on the Market Day immediately prior to the date of such liquidation, dissolution, winding-up or appointment as follows:
- (a) All unexercised Structured Warrants shall automatically be exercised without notice of automatic exercise being given by the Issuer to the Holders:
 - (i) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
 - (ii) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.
 - (b) The closing level of the Underlying Index on the Market Day immediately before the above events shall form the Closing Level for the calculation of the Cash Settlement Amount for the Structured Warrants.
 - (c) Notwithstanding the foregoing, if there is a Market Disruption Event on the date immediately before the above events ("**Set Date**"), the Closing Level shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Level shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference level and/or the exchange rate (if applicable) for that Set Date by determining the level of the Underlying Index and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

9 Replacement of Structured Warrants Certificate

- 9.1 If the Structured Warrants Certificate which has been deposited with Bursa Depository is mutilated, defaced, lost, worn out, stolen or destroyed it shall be replaced by the Issuer at the registered office of the Structured Warrants Registrar on such terms as to evidence and indemnity or otherwise as the Issuer may require. All payment of such costs as may be incurred in connection therewith shall be borne by the Issuer. Mutilated, defaced, lost, worn, stolen or destroyed Structured Warrants Certificates shall be deemed cancelled.

10 Register, Transfer and Transmission

- 10.1 Each Holder registered in the Record of Depositors shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from the Structured Warrants, and shall be deemed and treated as the absolute owner of the relevant Structured Warrants, in accordance with the Central Depositories Act and the Rules of Bursa Depository, whether or not the Issuer shall be in default in respect of the Structured Warrants or any of the covenants contained herein and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft of any Structured Warrants. The provisions of the Central Depositories Act, the Rules of Bursa Depository and the Issuer's constitution for the time being relating to the registration, transfer and transmission of shares and the fees payable thereon shall with necessary modifications apply to the registration, transfer and transmission of the legal ownership of the Structured Warrants, subject always to the provisions of this Condition and Condition 2.
- 10.2 The entries made under the Record of Depositors shall be deemed to be the final record of all Depositors. No notice of any trust, express or implied, shall be entered upon the Record of Depositors otherwise than pursuant to an order of a court of competent jurisdiction or as required by law, and a

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

Holder shall be deemed to be the beneficial owner of the Structured Warrants standing to the credit of his/its Securities Account, until such time as the Structured Warrants are duly transferred to another Holder and the name of the transferee is entered in the Record of Depositors.

11 Meetings of Holders

- 11.1 The procedure governing the convening and conduct of meetings of the Holders are set out in the Third Schedule to the Deed Poll.

12 Notices

- 12.1 Subject to Condition 12.2:
- (a) all notices to the Holders pertaining to the convening of meetings shall be made by way of notice published in at least one (1) English language national daily newspaper and announced through Bursa Securities; and
 - (b) all other notices shall either be announced through the Bursa Securities or published in at least one (1) English language national daily newspaper.
- 12.2 A notice is deemed to have been given and served to the Holders on the date of announcement or publication as the case may be or, if announced or published more than once or on different dates, on the first date on which it is announced or published.
- 12.3 All notices effected in accordance with this Condition 12 shall be deemed to be effective in respect of all persons who become Holders after the date of the relevant notice.
- 12.4 For the avoidance of doubt, a notice shall not be required to be published or announced in respect of an event contemplated under Conditions 6 or 8, as the case may be, if no adjustment to the rights of the Holders or amendment to the terms and conditions of the relevant Structured Warrants is made or to be made pursuant thereto.

13 Modification of rights

- 13.1 All or any of the rights for the time being attached to the Structured Warrants (other than the Exercise Level which a Holder is entitled to or the formulae for the adjustment of the Exercise Level, or the Exercise Ratio or any other condition, which may be modified in accordance with the provisions set out elsewhere in these Conditions) may be altered or abrogated by the Issuer from time to time (whether or not the Issuer is being wound up), and the sanction of a Special Resolution passed at a meeting of the Holders held as aforesaid shall be necessary to effect such alteration or abrogation.
- 13.2 Notwithstanding the provisions of Condition 13.1, the Issuer may without the consent of the Holders but in accordance with the terms of the Deed Poll, effect any modification to the Structured Warrants or the Deed Poll which, in the opinion of the Issuer, is:
- (a) not materially prejudicial to the interests of the Holders; or
 - (b) of a formal, minor or technical nature; or
 - (c) necessary or expedient to correct a manifest error, or to comply with mandatory provisions of law; or
 - (d) necessary or expedient to facilitate scripless trading in or exercise of the Structured Warrants or payment by way of electronic funds transfer as approved by the relevant government or statutory authorities in respect of the Structured Warrants or to amend the restrictions on transfer or exercise of the Structured Warrants to comply with the requirements of or the concessions granted by any relevant government or statutory authorities.

Any such modification shall be binding on all Holders and shall be notified by the Issuer to them as soon as practicable thereafter in accordance with Condition 12 but in any event not later than twenty (20) Market Days from the date of such modification.

- 13.3 Notwithstanding Condition 13.1, the Issuer may, at any time and from time to time for the purpose of an issue of new Structured Warrants or a new Series of Structured Warrants through the Base

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

Prospectus and without the consent or sanction of the Holders supplement the Deed Poll with the terms and conditions of the new Structured Warrants or Series of Structured Warrants (as set out in the relevant Term Sheet), as the case may be. In the event such supplement to the Deed Poll shall affect the rights and interests of the Holders, the Issuer is to effect such supplement to the Deed Poll by notice to the Holders in accordance with Condition 12 and such supplement shall be binding on all Holders without any further action being required to be taken by the Issuer. For the avoidance of doubt, a Holder is deemed to have notice of all announcements (and their respective contents) made by the Issuer to Bursa Securities in respect of or affecting the Series of Structured Warrants held.

14 Buy-backs and cancellation

- 14.1 The Issuer, and/or its Affiliates, may at any time purchase or buy back the Structured Warrants in the open market or by tender or private treaty and become the Holder of the Structured Warrants. Any Structured Warrants so purchased may be held or resold or surrendered for cancellation provided that cancellation of the Structured Warrants may only occur if all outstanding Structured Warrants have been purchased by the Issuer and/or its Affiliates.
- 14.2 Notwithstanding Condition 14.1, any purchase of the Structured Warrants by the Issuer and/or its Affiliates shall be undertaken in such manner and on such terms as may be imposed by the SC.

15 Warrant Agency Agreement

- 15.1 The Structured Warrants Registrar shall be acting as an agent of the Issuer and shall not assume any obligation or duty to or any relationship of agency or trust for the Holders except only as described in Condition 15.2 below.
- 15.2 The Warrant Agency Agreement contains provisions for the indemnification of the Structured Warrants Registrar. The Structured Warrants Registrar shall not be liable to any Holder in respect of any losses, liabilities, costs, claims, actions or demands which such Holder may suffer or incur or allege to have suffered or incurred as a result of or in connection with the exercise or non-exercise of any Structured Warrants Registrar's powers, discretions and/or duties except in the case of any material breach by the Structured Warrants Registrar of the terms of the Warrant Agency Agreement or the Structured Warrants Registrar's wilful default, misconduct, gross negligence, fraud or bad faith or that of its directors, officers, employees or agents. The Structured Warrants Registrar may:
- (a) in the exercise of its powers, discretions and/or duties in connection with the Structured Warrants, act on the advice or opinion of, or any certificate or information obtained in good faith from, any lawyer, valuer, accountant, banker, broker, securities company or other expert whether obtained by the Issuer, the relevant Structured Warrants Registrar or otherwise (which advice, opinion, certificate or information may be sent or obtained by letter, telex, telegram, cable or facsimile device) and the Structured Warrants Registrar shall not be liable for any loss occasioned by acting on any such advice, opinion, certificate or information or by any such letter, telex, telegram, cable or facsimile message being forged or otherwise not authentic or containing some errors with respect to content, delivery or transmission;
 - (b) receive and retain without liability to account, such fee or other remuneration as may from time to time be agreed between the Issuer and the Structured Warrants Registrar for the registration and administration of the Structured Warrants; and
 - (c) enter into or be interested in any contract or financial or other transaction or arrangement with the Issuer or any person or body corporate associated with the Issuer in connection therewith to receive and retain, without liability to account any profit, fee, remuneration or other benefit received thereby or in connection therewith.

The Structured Warrants Registrar does not act as the agent of any Holder and therefore owes no fiduciary duty to any Holder in arriving at its calculations and determinations.

16 Exclusion of equities

- 16.1 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, or these Conditions, no person shall be recognised by the Issuer as holding any Structured Warrants upon

ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

any trust, and the Issuer shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any Structured Warrant, or any interest in any fractional part of a Structured Warrant, or (except only as by these presents or by law otherwise provided) any other right in respect of any Structured Warrants, except an absolute right to the entirety thereof in the registered holder.

17 Governing law

- 17.1 The Structured Warrants and the Deed Poll are governed by and shall be construed in accordance with the laws of Malaysia. The Issuer and the Holders irrevocably agree that with respect to any proceedings in Malaysia in connection with any matter or issue relating to the Deed Poll and these Conditions, they shall be bound by the decision, ruling or order of the Malaysian Court.

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ANNEXURE I PRINCIPAL TERMS OF DEED POLL *(cont'd)*

PART 6

CONDITIONS OF THE CASH-SETTLED SINGLE EXCHANGE-TRADED FUND CALLABLE BULL OR BEAR CERTIFICATES

1 General, Nature, Form, Transfer, Administration and Status of Structured Warrants

- 1.1 The Structured Warrants comprise **European style non-collateralised cash-settled callable bull or bear certificates over a single exchange-traded fund** to be issued from time to time by the Issuer through the Base Prospectus and subject to, and with the benefit of the Deed Poll referred to on the face of the Structured Warrants Certificate and these Conditions. The Exercise Rights entitle the Holder of each Structured Warrant for each Series of Structured Warrants issued or to be issued, subject to the Deed Poll and in accordance with these Conditions, upon valid exercise thereof, to the Cash Settlement Amount calculated in accordance with Condition 2. Certain statements in these Conditions are summaries of and are subject to the detailed provisions of the Deed Poll and in the event of any inconsistency between a provision contained in these Conditions and a provision contained in the Deed Poll, the provisions in the Deed Poll shall prevail. The Issuer has entered into a Warrant Agency Agreement with the Structured Warrants Registrar. Copies of the Deed Poll and the Warrant Agency Agreement are available for inspection at the registered office of the Issuer, being at the date hereof at 27th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur. The Holders for the time being of the Structured Warrants and whose names appear on the Record of Depositors are all entitled to the benefit of, bound by, and deemed to have notice of, all the provisions of the Deed Poll and the Warrant Agency Agreement. Further, each Holder acknowledges it has, where necessary, consulted its stockbroker, solicitor or other adviser before investing in the Structured Warrants and none of the Issuer or its directors or employees may be construed as investment adviser or agent of, or owe any fiduciary duty to the Holder. **For the purposes of this Part 6, the term "Structured Warrants" shall refer to the European style non-collateralised cash-settled callable bull or bear certificates over a single exchange-traded fund.**
- 1.2 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, the relevant applicable rules and regulations and these Conditions:
- (a) each Structured Warrant is an option which confers on the Holder the Exercise Rights which require the Issuer to pay the Cash Settlement Amount to the Holder in accordance with these Conditions; and
 - (b) the Structured Warrants are issued in registered form, serially numbered and are a Prescribed Security to be admitted to the Official List. The Structured Warrants are represented by a global/jumbo certificate issued to Bursa Depository or its nominee who holds the same as bare trustee on behalf of the Holders, and deposited with Bursa Depository in or substantially in the form set out in the First Schedule to the Deed Poll as the same may from time to time be modified in accordance with the Deed Poll.
- 1.3 Subject to all information provided by the subscriber for the Structured Warrants to the Issuer being complete and consistent with the records of Bursa Depository, the Issuer shall within seven (7) Market Days from the date of allotment of the Structured Warrants, cause and procure the Structured Warrants Registrar to notify Bursa Depository of the names of the Holders together with such particulars as may be required by Bursa Depository for the purpose of making appropriate entries in the Securities Account of the respective Holder, request Bursa Depository to credit the Securities Account of the Holders with the applicable Structured Warrants and shall deliver to Bursa Depository the Structured Warrants Certificate registered in the name of Bursa Depository or its nominee company in such manner as may be prescribed by the Rules of Bursa Depository or agreed with Bursa Depository. If, at any time, the information provided by the Holders for the Structured Warrants is incorrect or inaccurate or inconsistent with the records of Bursa Depository, the Issuer reserves the right and without any obligation whatsoever to the Holders, to accept, reject or otherwise deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances. The Holders are not entitled to any physical warrant certificates.
- 1.4 Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the registration and subsequent administration of Structured Warrants shall be in the manner set forth in the Deed Poll and the Warrant Agency Agreement. It is hereby acknowledged that the Issuer shall be entitled to appoint registrars for the registration and administration of the Structured Warrants.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

The Issuer hereby confirms that it shall/has appointed the Structured Warrants Registrar for the purpose stipulated hereof, who shall perform such duties as required by the Issuer under the Deed Poll.

- 1.5 The Holders may transfer the Structured Warrants in the manner prescribed under the Central Depositories Act and the Rules of Bursa Depository. Subject to the provisions of the Central Depositories Act and the Rules of Bursa Depository, the Structured Warrants shall be freely transferable but the trading of the Structured Warrants must be in the same board lot applicable to the trading of the Underlying ETF or in such odd lots as permitted by the SC and/or Bursa Securities. Where the board lot of the Underlying ETF is more than one hundred (100) units per board lot, the Structured Warrants may be issued in board lots of one hundred (100) warrants.
- 1.6 The Structured Warrants and the settlement obligation of the Issuer in respect of the Structured Warrants represent general and unsecured contractual obligations of the Issuer and of no other person which rank, and shall rank, equally among themselves and without preference in all respects, subject to such exceptions as may from time to time exist under applicable law or the Deed Poll, with the other existing and future unsecured and unsubordinated obligations of the Issuer.
- 1.7 The Structured Warrants do not confer on the Holders any right to acquire or dispose of units of the Underlying ETF and the Issuer is not under any obligation whatsoever to purchase, hold or deliver such units, or any rights and benefits attaching thereto.
- 1.8 The Holders are entitled to the Cash Settlement Amount in accordance with Condition 2.

2 Exercise of the Structured Warrants

2.1 Mandatory Call Event

2.1.1 The trading of the Structured Warrants will be suspended by Bursa Securities and the Structured Warrants will automatically terminate upon the occurrence of a Mandatory Call Event and the Issuer shall have no further obligation under the Structured Warrants except for the payment of the Cash Settlement Amount after deduction of the Exercise Expenses, if any, (is greater than zero) following the Mandatory Call Event on the relevant Settlement Date. Except as otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities, the Issuer shall announce the Cash Settlement Amount payable to the relevant Holder within one (1) Market Day from the end of the Next Trading Session after the Mandatory Call Event and the Structured Warrants will be de-listed from the Official List on the fourth (4th) Market Days after the occurrence of the Mandatory Call Event. The Issuer shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the date of de-listing of the Structured Warrants pursuant to a Mandatory Call Event or any other relevant date as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount, calculated as set out below less Exercise Expenses, if any.

For callable bull certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\text{Lowest Traded Price} - \text{Exercise Price} \right) \times \frac{1}{\text{Exercise Ratio}} \times \text{Settlement Exchange Rate (if applicable)}$$

For callable bear certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times \left(\text{Exercise Price} - \text{Highest Traded Price} \right) \times \frac{1}{\text{Exercise Ratio}} \times \text{Settlement Exchange Rate (if applicable)}$$

If the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Structured Warrants shall terminate on the occurrence of the Mandatory Call Event and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 2.1.2 On the occurrence of a Mandatory Call Event, the Issuer shall unless otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities immediately:
- (a) notify Bursa Securities to suspend the trading of the Structured Warrants;
 - (b) announce the Mandatory Call Event and suspension to Bursa Securities, such announcement to include:
 - (i) the time the Mandatory Call Event occurs;
 - (ii) the time when the trading of the Structured Warrants is called by the Issuer and suspended by Bursa Securities and the effect of the same; and
 - (iii) the date when the Structured Warrants will be de-listed by Bursa Securities.

2.1.3 Revocation of Mandatory Call Event

A Mandatory Call Event is irrevocable unless it is triggered as a result of any of the following events:

- (a) System malfunction or other technical errors of the relevant Securities Exchange (such as the setting up of wrong Call Price/Call Level and other parameters) and such event is reported by the relevant Securities Exchange to the Issuer and the Issuer and the relevant Securities Exchange mutually agree that such Mandatory Call Event is to be revoked; or
- (b) Manifest errors caused by the relevant third party price source where applicable (such as miscalculation of the index level by the relevant index compiler), and such event is reported by the Issuer to the relevant Securities Exchange and the Issuer and the relevant Securities Exchange mutually agree that such Mandatory Call Event is to be revoked;

in each case, such mutual agreement must be reached between the relevant Securities Exchange and the Issuer as prescribed in the relevant procedures by the relevant Securities Exchange from time to time. Upon the revocation of the Mandatory Call Event, trading of the Structured Warrants will resume and any trade cancelled after such Mandatory Call Event will be reinstated.

2.2 Automatic Exercise and Expiry

- 2.2.1 The Structured Warrants shall be automatically exercised at 5.00 p.m. on the Expiry Date provided that no Mandatory Call Event has occurred and provided further that the Cash Settlement Amount calculated in accordance with Condition 2.2.2 after deduction of the Exercise Expenses, if any, is greater than zero (without notice of automatic exercise being given by the Issuer to the Holders provided that a Mandatory Call Event has not occurred). If the Expiry Date is not a Market Day then it shall be deemed to be exercised on the next following Market Day. The Structured Warrants will automatically terminate at 5.00 p.m. on the Expiry Date if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.
- 2.2.2 Except as otherwise permitted pursuant to or provided under the Listing Requirements of Bursa Securities, the Issuer shall announce the Cash Settlement Amount payable to the relevant Holder at the end of the Expiry Date and shall in the absence of a Settlement Disruption Event, within seven (7) Market Days from the Expiry Date or such other period as may be prescribed by Bursa Securities or such other relevant authority, pay to the relevant Holder, the Cash Settlement Amount, calculated as set out below less Exercise Expenses, if any.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

For callable bull certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times (\text{Closing Price}^{(1)} - \text{Exercise Price}^{(2)}) \times \frac{1}{\text{Exercise Ratio}^{(2)}} \times \text{Settlement Exchange Rate (if applicable)}$$

For callable bear certificates:

$$\text{Cash Settlement Amount} = \text{Number of Structured Warrants} \times (\text{Exercise Price}^{(2)} - \text{Closing Price}^{(1)}) \times \frac{1}{\text{Exercise Ratio}^{(2)}} \times \text{Settlement Exchange Rate (if applicable)}$$

(1) (a) The “**Closing Price**” on the Expiry Date shall be calculated by reference to either:

- (i) the VWAP of the Underlying ETF (subject to any adjustment as may be necessary to reflect any capitalisation, rights issue, distribution or others) for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date; or
- (ii) the average closing price of the Underlying ETF (subject to any adjustment as may be necessary to reflect any capitalisation, rights issue, distribution or others) for the five (5) Market Days prior to and including the Market Day immediately before the Expiry Date; or
- (iii) the closing price of the Underlying ETF on the Market Day immediately before the Expiry Date,

and as specified in the relevant Term Sheet and subject to the Market Disruption Event and other provisions herein.

If the Underlying ETF is delisted, the Closing Price shall be determined in accordance with Condition 9 below.

If the Underlying ETF is suspended from trading for any reason other than the above or a public holiday unexpected by the Issuer at the time of issue of the relevant Structure Warrants occurs on any of the five (5) Market Days described in sub-Conditions (i) or (ii) above, the valuation period applicable shall be as determined by the Issuer in such manner as it reasonably deems fit.

(b) Notwithstanding anything to the contrary stated in this Condition 2.2.2, if there is a Market Disruption Event on the Expiry Date, the Expiry Date shall be the next following Market Day after the Market Disruption Event. If the Market Disruption Event continues to occur up to the eighth (8th) Business Day following the original Expiry Date, then the Expiry Date shall be:

- (i) that eighth (8th) Business Day; and
- (ii) the Issuer shall determine as it reasonably deems fit and on the basis of the Issuer’s good faith estimate the reference price and/or the exchange rate (if applicable) for that Expiry Date by determining the price of the Underlying ETF and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

(2) The Exercise Price and/or Exercise Ratio shall be subject to such adjustments as may be necessary as provided in Condition 6.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 2.2.3 In the event that the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero on the Expiry Date, the Structured Warrants shall terminate on the Expiry Date and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.
- 2.3 (a) The Cash Settlement Amount less the Exercise Expenses, if any, shall be made by way of cheque drawn in favour of the Holder to be delivered by ordinary post to the Holder's address last recorded in the Record of Depositors at the Holder's own risk or by way of telegraphic transfer to the bank account of the Holder last notified to the Structured Warrants Registrar. Where the Issuer makes a payment to a Holder pursuant to the terms of Conditions 2.1 and 2.2, the amount of such payment arising from the exercise of the Structured Warrants shall be final and conclusive and the Issuer shall be discharged from its obligation upon making such payment thereof in accordance with these Conditions.
- (b) The Cash Settlement Amount less the Exercise Expenses, if any, shall be calculated and be payable in the Settlement Currency and rounded down to the nearest two (2) decimal points. All determinations made by the Issuer pursuant to Conditions 2.1 or 2.2 shall be final and conclusive and binding on the Holders.
- (c) The Holder is to bear all Exercise Expenses, if any, in relation to the exercise of the Structured Warrants (or upon the occurrence of a Mandatory Call Event) and on exercise of the Structured Warrants, the Issuer shall be irrevocably authorised by the Holder to deduct all Exercise Expenses, if any, from the Cash Settlement Amount.
- (d) If as a result of a Settlement Disruption Event, it is not possible for the Issuer to make payment on the original Settlement Date, the Issuer shall use its reasonable endeavours to procure payment as soon as practicable after the original Settlement Date. The Issuer shall not be liable to the Holder for any interest in respect of the amount due or any loss or damage that such Holder may suffer as a result of the existence of the Settlement Disruption Event.
- 2.4 The Issuer shall not allow the Holder to exercise the Exercise Rights unless the Structured Warrants are or have been designated as "free securities" in accordance with the Rules of Bursa Depository.
- 2.5 The Issuer declares that approval shall be sought from Bursa Securities for the admission of the Structured Warrants to the Official List and for the listing of and quotation for the Structured Warrants on Bursa Securities.
- 2.6 The initial Structured Warrants Registrar and its specified offices are stated in the Deed Poll. The Issuer reserves the right at any time to terminate the appointment of the Structured Warrants Registrar. Prior written notice of any termination, appointment of Structured Warrants Registrar, resignation of the Structured Warrants Registrar or any changes in any of the specified offices of the relevant Structured Warrants Registrar shall be given to the Holders in accordance with Condition 15 and such prior notice shall be given to the Holders not more than sixty (60) days and less than thirty (30) days of such termination, appointment, resignation or change.
- 2.7 In respect of each Structured Warrant in which Exercise Rights have been exercised, the Issuer shall instruct or procure the Structured Warrants Registrar to instruct Bursa Depository, in accordance with the Central Depositories Act and the Rules of Bursa Depository, to debit the appropriate number of Structured Warrants in respect of which Exercise Rights have been exercised from the Securities Account of such Holder. The Issuer shall be entitled at any time on or after the Expiry Date, to demand that Bursa Depository deliver to the Issuer the Structured Warrants Certificates and thereafter cancel or cause the cancellation of the Structured Warrants Certificates.
- 2.8 The Structured Warrants subject to the Exercise Rights which have been exercised in accordance with the Deed Poll shall cease to exist and all obligations of the Issuer in respect of those Structured Warrants shall terminate absolutely following payment of the amount (if any) referred to in this Condition 2.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)**3 Exercise Rights and Suspension**

- 3.1 Upon and subject to the provisions of the Central Depositories Act, the Rules of Bursa Depository and the Deed Poll, the Holder whose name as stated in the Record of Depositors shall have the right on the Expiry Date to invoke its Exercise Rights at the Exercise Price subject to adjustments in accordance with Condition 6.
- 3.2 The Structured Warrants shall, subject to any directions, order or notice from any relevant regulatory authority and any request for suspension by the Issuer which is not rejected by any such relevant regulatory authority, continue to be traded notwithstanding that the trading of the Underlying ETF may have been suspended. Any such suspension in the trading of the Underlying ETF or the Structured Warrants shall not preclude the Holder from exercising the Exercise Rights.
- 3.3 The Issuer shall notify the Holders of the Expiry Date at least two (2) weeks prior to the Expiry Date for Structured Warrants with a tenure of three (3) months and at least one (1) month prior to the Expiry Date for Structured Warrants with more than three (3) months' tenure or such other period as may be specified by the relevant authority. Such notice shall be given in accordance with Condition 15 stating the Expiry Date and treatment of the Structured Warrants which are not exercised.

4 Funding Cost

- 4.1 The issue price of a Structured Warrant represents the difference between the initial Spot Price of the Underlying ETF as at the launch date or price fixing date of the Structured Warrant and the Exercise Price, plus the applicable funding cost.

The initial funding cost applicable to each series of Structured Warrants will be specified in the relevant Term Sheet for the relevant series and will fluctuate throughout the life of the Structured Warrants as the funding rate changes from time to time.

5 Deposit and Forfeiture of Unclaimed Amount

- 5.1 In the event that the Issuer pays the Cash Settlement Amount to any Holder under Condition 2 by way of cheque payment and such Holder does not present the cheque for payment within six (6) months from the date of the cheque, the Issuer shall at any time thereafter deal with the said monies in accordance and in compliance with, the requirements of the Unclaimed Moneys Act 1965 (Act 370) (revised 1989) of Malaysia.

6 Adjustment of Exercise Price, Call Price and/or Exercise Ratio

- 6.1 Adjustments

Subject to the Conditions as hereinafter provided and the Deed Poll, the Exercise Price, Call Price and/or the Exercise Ratio shall from time to time be adjusted in accordance with the following provisions:

- (a) Bonus Issue

If and whenever there is an issue of new units credited as fully paid-up to the holders of units generally (other than pursuant to a scrip dividend or similar scheme for the time being or otherwise in lieu of a cash dividend and without any payment or other consideration being made or given by such holders) ("**Bonus Issue**"), the Exercise Price, Call Price and/or the Exercise Ratio shall be adjusted on the Market Day immediately following the last day on which an instrument of transfer could be lodged so that the transferee of the units would qualify for the Bonus Issue in accordance with the following formula:

- (i) Adjusted Exercise Ratio =
- $$\frac{E}{(1 + N)}$$

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

$$(ii) \quad \text{Adjusted Exercise Price} = \frac{X}{(1 + N)}$$

$$(iii) \quad \text{Adjusted Call Price} = \frac{C}{(1 + N)}$$

Whereby in respect of this Condition 6.1(a)(i), (ii) and (iii):

X = Existing Exercise Price immediately prior to the Bonus Issue.

C = Existing Call Price immediately prior to the Bonus Issue.

N = The number of additional units (whether a whole or a fraction) received by a holder of existing units for each unit held prior to the Bonus Issue.

E = Existing Exercise Ratio immediately prior to the Bonus Issue.

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Price, Call Price and/or Exercise Ratio as the Issuer determines appropriate to account for the dilutive effect of the Subdivision.

On any such adjustment, the resultant Exercise Price, Call Price and/or Exercise Ratio shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(b) Distribution Payment

Should the Underlying ETF of the relevant Structured Warrants undertake a distribution payment in cash during the tenure of the Structured Warrants, the Exercise Price, Call Price and/or the Exercise Ratio of the Structured Warrants may be adjusted (as the Issuer reasonably deems fit) on the Market Day following the last day on which an instrument of transfer is lodged to enable the transferee of the Underlying ETF to qualify for the distribution payment by the amount of the distribution payment, net of taxation, if any.

The Exercise Price, Call Price and/or Exercise Ratio for the Structured Warrants shall be adjusted in accordance with the following formula:

$$(i) \quad \text{Adjusted Exercise Ratio} = \frac{E \times (P - D)}{P}$$

$$(ii) \quad \text{Adjusted Exercise Price} = \frac{X \times (P - D)}{P}$$

$$(iii) \quad \text{Adjusted Call Price} = \frac{C \times (P - D)}{P}$$

Whereby, in respect of this Condition 6.1(b)(i), (ii) and (iii):

P = Closing Price of the Underlying ETF on the last market day on which the Underlying Equity is traded on a cum-entitlement basis.

D = The distribution amount per one (1) Underlying ETF unit held.

C = Existing Call Price immediately prior to the distribution payment

X = Existing Exercise Price immediately prior to the distribution payment.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

E = Existing Exercise Ratio immediately prior to the distribution payment

The Exercise Price, Call Price and/or Exercise Ratio of the Structured Warrants shall not be adjusted for distribution payment in specie or in the form of other securities, other than for bonus issue pursuant to Condition 6.1(a).

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Price, Call Price and/or Exercise Ratio as the Issuer determines appropriate to account for the effect of the distribution payment.

On any such adjustment, the resultant Exercise Price, Call Price and/or Exercise Ratio shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

(c) Unit splits or consolidation

If and whenever there is a subdivision of units or any class of its outstanding units into a greater number of units (a "**Subdivision**"), or consolidation of the units or any class of its outstanding units into a smaller number of units (a "**Consolidation**"), the Exercise Price, Call Price and/or Exercise Ratio shall be adjusted on the Market Day on which the relevant Subdivision or Consolidation shall have taken effect in accordance with the following formula:

(i) Adjusted Exercise Ratio=

$$\frac{E \times N}{P}$$

(ii) Adjusted Exercise Price =

$$\frac{X \times N}{P}$$

(iii) Adjusted Call Price =

$$\frac{C \times N}{P}$$

Whereby, in respect of this Condition 6.1(c)(i), (ii) and (ii):

X = Existing Exercise Price immediately prior to the Subdivision or Consolidation.

C = Existing Call Price immediately prior to the Subdivision or Consolidation.

N = Revised par value after the Subdivision or Consolidation.

P = Existing par value immediately prior to the Subdivision or Consolidation.

E = Existing Exercise Ratio immediately prior to the Subdivision or Consolidation.

Alternatively, the Issuer may also, in good faith, make a corresponding adjustment to the Exercise Price, Call Price and/or Exercise Ratio as the Issuer determines appropriate to account for the dilutive effect of the Subdivision.

On any such adjustment, the resultant Exercise Price, Call Price and/or Exercise Ratio shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)**(d) Other adjustments**

The Issuer is entitled to make other adjustments as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer believes (notwithstanding any adjustment previously made by the Issuer) should, in the context of the issue of Structured Warrants and its obligations hereunder, give rise to such adjustment. The Issuer shall make such adjustment generally without considering the individual circumstances of any Holder or the tax or other consequences of such adjustment in any particular jurisdiction.

On any such adjustment, the resultant Exercise Price, Call Price and/or Exercise Ratio shall be rounded to the nearest four (4) decimal points of the Relevant Currency and all such adjustment made by the Issuer pursuant to this Condition shall be deemed as final and conclusive save for any manifest error.

- 6.2 Notwithstanding the foregoing, no adjustments shall be made to the Exercise Price, Call Price and/or Exercise Ratio if the formulae stated in Condition 6.1(a) to Condition 6.1(d) results in an adjustment which would amount to less than two percent (2%) of the Exercise Price, Call Price and/or Exercise Ratio being changed.
- 6.3 Any adjustment made pursuant to Conditions 6.1 and 6.2 shall be binding on the Holders save in the case of manifest error. Notice of such adjustments or amendments shall be given to the Holders as soon as practicable thereafter in accordance with Condition 15 and in any event within five (5) Market Days of the adjustment being made.

7 Restrictions to Protect Rights of Holders

- 7.1 As from the date of the issue of the Structured Warrants and for so long as any of the Structured Warrants remain exercisable, the Issuer shall have arrangements in place to ensure, for the benefit of the Holders that it is able to satisfy in full the exercise of all the Structured Warrants for the time being outstanding.

8 Merger or Consolidation of Underlying ETF

- 8.1 If it is announced that the Underlying ETF is to or may merge with or consolidate into any other fund, other collective investment schemes or otherwise or that all or substantially all of its assets are or may be sold or transferred ("**Restructuring Event**"), the Issuer may in good faith take any of the actions below:
- (a) cancel the Structured Warrants without prior notice in accordance with Condition 15 to the Holders. If the Structured Warrants are so cancelled, the Issuer shall pay an amount to each Holder, if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero. The Cash Settlement Amount shall be determined by the Issuer in a manner as it reasonably deems fit based on the fair market value of the Underlying ETF (as determined by the Issuer) after taking into account the Restructuring Event less all Exercise Expenses, if any; and/or
- (b) amend and determine the appropriate adjustment, if any, to be made to the terms and conditions of the Structured Warrants to account for the Restructuring Event and determine the effective date of that adjustment. After such adjustments (if any), the Structured Warrants shall relate to the number of units resulting from or surviving such Restructuring Event or other securities ("**Substituted Securities**") and/or cash offered in substitution for the affected Underlying ETF of the relevant Structured Warrants to which the holder of such number of Underlying ETF to which the Structured Warrants related immediately before such Restructuring Event would have been entitled upon such Restructuring Event, as the case may be. The Issuer may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of the Restructuring Event made by a Securities Exchange to options on the relevant Underlying ETF traded on that Securities Exchange.
- 8.2 Upon the occurrence of a Restructuring Event, the rights attaching to the Structured Warrants in respect of that Underlying ETF may be amended by the Issuer no later than the Market Day preceding the consummation of such Restructuring Event.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 8.3 The provisions of these Conditions shall apply to such Substituted Securities provided that, any Substituted Securities may, as the Issuer reasonably deems fit, be replaced by an amount in the Relevant Currency equal to the market value or, if no market value is available, fair value, of such Substituted Securities in each case as determined by the Issuer as soon as practicable after such Restructuring Event is effected.
- 8.4 Any cancellation of Structured Warrants or modification of rights made pursuant to Condition 8.1 or 8.2 shall be notified to the Holders as soon as practicable thereafter and in any event within five (5) Market Days from the date of such cancellation or modification in accordance with Condition 15.

9 Delisting of the Underlying ETF

- 9.1 If at any time the Underlying ETF of the Structured Warrants ceases to be listed on Bursa Securities or such other Securities Exchanges or there is an announcement of an intention to cease the listing status of the Underlying ETF is suspended from trading on Bursa Securities or such other Securities Exchanges prior to, and in connection with the delisting of the Underlying ETF, the Structured Warrants may if determined by the Issuer be automatically exercised without notice of automatic exercise being given by the Issuer to the Holder:
- (a) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
- (b) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The Closing Price for the calculation of the Cash Settlement Amount (calculated in accordance with Condition 2) shall be the last quoted price of the Underlying ETF immediately before such events or determined in accordance with Condition 2.2.2, as the case may be, and the Issuer shall not be obliged to make any adjustment to the Exercise Price.

Provided that if there is a Market Disruption Event on the date immediately before such events ("Set Date"), the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying ETF and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- 9.2 Subject to the aforesaid, the Issuer may but shall not be obliged to make any adjustment to the terms and conditions of the Structured Warrants and the rights attaching to the Structured Warrants as it shall reasonably consider appropriate to ensure that the interests of the Holders generally are not materially prejudiced as a consequence of such events (without considering the individual circumstances of any Holder or the tax or other consequences that may result in any particular jurisdiction).

10 Liquidation, Dissolution or Winding-Up of the Underlying ETF

- 10.1 In the event of a liquidation, dissolution or winding-up of the Underlying ETF or the appointment of a liquidator, receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Underlying ETF's Assets, the Structured Warrants will be automatically exercised without notice of automatic exercise being given by the Issuer to the Holder:
- (a) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- (b) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

The Closing Price for the calculation of the Cash Settlement Amount (calculated in accordance with Condition 2) shall be the closing price of the Underlying ETF on the Market Day immediately before such events or determined in accordance with Condition 2.2.2, as the case may be, and the Issuer shall not be obliged to make any adjustment to the Exercise Price.

Provided that if there is a Market Disruption Event on the Set Date, the Closing Price shall be based on the Market Day preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, then the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying ETF and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

- 10.2 Subject to the aforesaid, the Issuer may but shall not be obliged to make any adjustment to the terms and conditions of the Structured Warrants and the rights attaching to the Structured Warrants as it shall reasonably consider appropriate to ensure that the interests of the Holders generally are not materially prejudiced as a consequence of such events (without considering the individual circumstances of any Holder or the tax or other consequences that may result in any particular jurisdiction).

11 Takeover, Merger, Liquidation, Dissolution or Winding-Up of Issuer

- 11.1 In the event of a take-over or a scheme of arrangement or any other form of reorganisation undertaken by the Issuer or any other events having similar effects on the rights of the Holders, the Issuer is entitled to deal with the Structured Warrants in such manner as it reasonably deems fit in the circumstances and with or without any adjustments to the rights attaching to the relevant Structured Warrants.
- 11.2 In the event of a merger, amalgamation or reconstruction of the Issuer, the corporation, trust or other body into which the Issuer is merged, amalgamated or reconstructed shall assume all the liabilities and the obligations of the Issuer in respect of the Structured Warrants so that the rights of the Holders shall continue to exist and be enforceable to the same extent as provided by the Issuer under the Deed Poll.
- 11.3 In the event of a liquidation, dissolution or winding-up of the Issuer or the appointment of a receiver or administrator or analogous person under any applicable law in respect of the whole or substantially the whole of the Issuer's Assets, the Structured Warrants remaining outstanding shall be deemed to be exercised on the Market Day immediately prior to the date of such liquidation, dissolution, winding-up or appointment as follows:
- (a) All unexercised Structured Warrants shall automatically be exercised without notice of automatic exercise being given by the Issuer to the Holders:
- (i) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is greater than zero, the Issuer shall make payment of the Cash Settlement Amount to the relevant Holder; or
- (ii) if the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is equal to or less than zero, the Issuer shall not be obliged to make any payment to the relevant Holder and the relevant Structured Warrants shall terminate and cease to be valid and the Issuer's obligations in respect of the Structured Warrants shall terminate absolutely. For the avoidance of doubt, the Holder shall not be required to pay or top-up the Exercise Expenses, if any, as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses, if any, is less than zero.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

The closing price of the Underlying ETF on the Market Day immediately before the above events shall form the Closing Price for the calculation of the Cash Settlement Amount.

- (b) Notwithstanding the foregoing, if there is a Market Disruption Event on the Set Date, the Closing Price shall be based on the Market Day immediately preceding the Market Disruption Event. If the preceding Market Day is also affected by the Market Disruption Event, the Closing Price shall be determined by the Issuer on the Set Date as it reasonably deems fit and on the basis of the Issuer's good faith estimate the reference price and/or the exchange rate (if applicable) for that Set Date by determining the price of the Underlying Equity and/or the exchange rate (if applicable) based on the prevailing market conditions and other factors as the Issuer may consider relevant.

12 Replacement of Structured Warrants Certificate

- 12.1 If the Structured Warrants Certificate which has been deposited with Bursa Depository is mutilated, defaced, lost, worn out, stolen or destroyed it shall be replaced by the Issuer at the registered office of the Structured Warrants Registrar on such terms as to evidence and indemnity or otherwise as the Issuer may require. All payment of such costs as may be incurred in connection therewith shall be borne by the Issuer. Mutilated, defaced, lost, worn, stolen or destroyed Structured Warrants Certificates shall be deemed cancelled.

13 Register, Transfer and Transmission

- 13.1 Each Holder registered in the Record of Depositors shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from the Structured Warrants, and shall be deemed and treated as the absolute owner of the relevant Structured Warrants, in accordance with the Central Depositories Act and the Rules of Bursa Depository, whether or not the Issuer shall be in default in respect of the Structured Warrants or any of the covenants contained herein and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft of any Structured Warrants. The provisions of the Central Depositories Act, the Rules of Bursa Depository and the Issuer's constitution for the time being relating to the registration, transfer and transmission of shares and the fees payable thereon shall with necessary modifications apply to the registration, transfer and transmission of the legal ownership of the Structured Warrants, subject always to the provisions of this Condition and Condition 2.
- 13.2 The entries made under the Record of Depositors shall be deemed to be the final record of all Depositors. No notice of any trust, express or implied, shall be entered upon the Record of Depositors otherwise than pursuant to an order of a court of competent jurisdiction or as required by law, and a Holder shall be deemed to be the beneficial owner of the Structured Warrants standing to the credit of his/its Securities Account, until such time as the Structured Warrants are duly transferred to another Holder and the name of the transferee is entered in the Record of Depositors.

14 Meetings of Holders

- 14.1 The procedure governing the convening and conduct of meetings of the Holders are set out in the Third Schedule to the Deed Poll.

15 Notices

- 15.1 Subject to Condition 15.2:
- (a) all notices to the Holders pertaining to the convening of meetings shall be made by way of notice published in at least one (1) English language national daily newspaper and announced through Bursa Securities; and
- (b) all other notices shall either be announced through the Bursa Securities or published in at least one (1) English language national daily newspaper.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

- 15.2 A notice is deemed to have been given and served to the Holders on the date of announcement or publication as the case may be or, if announced or published more than once or on different dates, on the first date on which it is announced or published.
- 15.3 All notices effected in accordance with this Condition 15 shall be deemed to be effective in respect of all persons who become Holders after the date of the relevant notice.
- 15.4 For the avoidance of doubt, a notice shall not be required to be published or announced in respect of an event contemplated under Conditions 6, 8, 9, 10 or 11, as the case may be, if no adjustment to the rights of the Holders, cancellation of the relevant Structured Warrants or amendment to the terms and conditions of the relevant Structured Warrants is made or to be made pursuant thereto.

16 Modification of rights

- 16.1 All or any of the rights for the time being attached to the Structured Warrants (other than the Exercise Price which a Holder is entitled to or the formulae for the adjustment of the Exercise Price or the Exercise Ratio or any other condition, which may be modified in accordance with the provisions set out elsewhere in these Conditions) may be altered or abrogated by the Issuer from time to time (whether or not the Issuer is being wound up), and the sanction of a Special Resolution passed at a meeting of the Holders held as aforesaid shall be necessary to effect such alteration or abrogation.
- 16.2 Notwithstanding the provisions of Condition 16.1, the Issuer may without the consent of the Holders but in accordance with the terms of the Deed Poll, effect any modification to the Structured Warrants or the Deed Poll which, in the opinion of the Issuer, is:
- (a) not materially prejudicial to the interests of the Holders; or
 - (b) of a formal, minor or technical nature; or
 - (c) necessary or expedient to correct a manifest error, or to comply with mandatory provisions of law; or
 - (d) necessary or expedient to facilitate scripless trading in or exercise of the Structured Warrants or payment by way of electronic funds transfer as approved by the relevant government or statutory authorities in respect of the Structured Warrants or to amend the restrictions on transfer or exercise of the Structured Warrants to comply with the requirements of or the concessions granted by any relevant government or statutory authorities.

Any such modification shall be binding on all Holders and shall be notified by the Issuer to them as soon as practicable thereafter in accordance with Condition 15 but in any event not later than twenty (20) Market Days from the date of such modification.

- 16.3 Notwithstanding Condition 16.1, the Issuer may, at any time and from time to time for the purpose of an issue of new Structured Warrants or a new Series of Structured Warrants through the Base Prospectus and without the consent or sanction of the Holders supplement the Deed Poll with the terms and conditions of the new Structured Warrants or Series of Structured Warrants (as set out in the relevant Term Sheet), as the case may be. In the event such supplement to the Deed Poll shall affect the rights and interests of the Holders, the Issuer is to effect such supplement to the Deed Poll by notice to the Holders in accordance with Condition 15 and such supplement shall be binding on all Holders without any further action being required to be taken by the Issuer. For the avoidance of doubt, a Holder is deemed to have notice of all announcements (and their respective contents) made by the Issuer to Bursa Securities in respect of or affecting the Series of Structured Warrants held.

17 Buy-backs and cancellation

- 17.1 The Issuer, and/or its Affiliates, may at any time purchase or buy back the Structured Warrants in the open market or by tender or private treaty and become the Holder of the Structured Warrants. Any Structured Warrants so purchased may be held or resold or surrendered for cancellation provided that cancellation of the Structured Warrants may only occur if all outstanding Structured Warrants have been purchased by the Issuer and/or its Affiliates.
- 17.2 Notwithstanding Condition 17.1, any purchase of the Structured Warrants by the Issuer and/or its Affiliates shall be undertaken in such manner and on such terms as may be imposed by the SC.

ANNEXURE I PRINCIPAL TERMS OF DEED POLL (cont'd)

18 Warrant Agency Agreement

- 18.1 The Structured Warrants Registrar acts as an agent of the Issuer and shall not assume any obligation or duty to or any relationship of agency or trust for the Holders except only as described in Condition 18.2.
- 18.2 The Warrant Agency Agreement contains provisions for the indemnification of the Structured Warrants Registrar. The Structured Warrants Registrar shall not be liable to any Holder in respect of any losses, liabilities, costs, claims, actions or demands which such Holder may suffer or incur or allege to have suffered or incurred as a result of or in connection with the exercise or non-exercise of any Structured Warrants Registrar's powers, discretions and/or duties except in the case of any material breach by the Structured Warrants Registrar of the terms of the Warrant Agency Agreement or the Structured Warrants Registrar's wilful default, misconduct, gross negligence, fraud or bad faith or that of its directors, officers, employees or agents. The Structured Warrants Registrar may:
- (a) in the exercise of its powers, discretions and/or duties in connection with the Structured Warrants, act on the advice or opinion of, or any certificate or information obtained in good faith from, any lawyer, valuer, accountant, banker, broker, securities company or other expert whether obtained by the Issuer, the relevant Structured Warrants Registrar or otherwise (which advice, opinion, certificate or information may be sent or obtained by letter, telex, telegram, cable or facsimile device) and the Structured Warrants Registrar shall not be liable for any loss occasioned by acting on any such advice, opinion, certificate or information or by any such letter, telex, telegram, cable or facsimile message being forged or otherwise not authentic or containing some errors with respect to content, delivery or transmission;
 - (b) receive and retain without liability to account, such fee or other remuneration as may from time to time be agreed between the Issuer and the Structured Warrants Registrar for the registration and administration of the Structured Warrants; and
 - (c) enter into or be interested in any contract or financial or other transaction or arrangement with the Issuer or any person or body corporate associated with the Issuer in connection therewith to receive and retain, without liability to account any profit, fee, remuneration or other benefit received thereby or in connection therewith.

The Structured Warrants Registrar does not act as the agent of any Holder and therefore owes no fiduciary duty to any Holder in arriving at its calculations and determinations.

19 Exclusion of equities

- 19.1 Subject to the Central Depositories Act, the Rules of Bursa Depository, the Deed Poll, or these Conditions, no person shall be recognised by the Issuer as holding any Structured Warrants upon any trust, and the Issuer shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any Structured Warrant, or any interest in any fractional part of a Structured Warrant, or (except only as by these presents or by law otherwise provided) any other right in respect of any Structured Warrants, except an absolute right to the entirety thereof in the registered holder.

20 Governing law

- 20.1 The Structured Warrants and the Deed Poll are governed by and shall be construed in accordance with the laws of Malaysia. The Issuer and the Holders irrevocably agree that with respect to any proceedings in Malaysia in connection with any matter or issue relating to the Deed Poll and these Conditions, they shall be bound by the decision, ruling or order of the Malaysian Court.

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ANNEXURE II PRIVACY NOTICE

Privacy Notice (For Customers)

1.0 General

- 1.1 At Affin Hwang Investment Bank Berhad (“**Affin Hwang Investment Bank**”), we value your privacy and strive to protect your personal information in compliance with the laws of Malaysia.
- 1.2 Affin Hwang Investment Bank will only collect and use your personal information in accordance with such laws (including the Personal Data Protection Act 2010), this Privacy Notice and/or the privacy terms in any agreement(s) that you may have or will enter into with Affin Hwang Investment Bank.
- 1.3 This Privacy Notice explains:
- (a) What kind of personal information we collect and how we collect it;
 - (b) How we use your personal information;
 - (c) The parties that we disclose the personal information to;
 - (d) The choices we offer, including how to access and update your personal information.
- 1.4 For the purposes of this Privacy Notice, please note that:
- (a) “**Affin Hwang Investment Bank Group**” refers to Affin Hwang Investment Bank, our subsidiaries, holding company and related corporations (the term “related corporations” is as defined in the Malaysian Companies Act 2016) of Affin Hwang Investment Bank in Malaysia or overseas.
 - (b) “**Personal information**” refers to any information which relates directly or indirectly to you (for individual) and/or relevant individuals in your organisation (for corporation) and/or your transactions with us. This information includes name, photocopy of NRIC, passport and their numbers, address, occupation, contact details, financial information, the details of account(s), the type of products and/or services subscribed to and such other necessary information regarding yourself, relevant individuals in your organisation and/or your transaction(s) with us. For the avoidance of doubt, please note that this Privacy Notice is applicable only to the personal information of an individual.
- 1.5 By providing to us your personal information, you hereby consent to the processing of your personal information in accordance with this Privacy Notice.
- 1.6 If you are acting on behalf of a corporation supplying personal information of the corporation’s directors, shareholders and/or officers to us, please do ensure that you have obtained their consent and bring this Privacy Notice to the attention of the said directors, shareholders and/or officers whose personal information you are supplying/have been supplied to us. Please further note that by supplying the personal data to us, the corporation is deemed to have warranted that it has obtained or shall obtain the consent of the aforesaid individuals for the processing of their personal data by us.

2.0 What Kind Of Personal Information We Collect And How We Collect It:

- 2.1 In order to enable us to deal with your inquiries, open and operate an account/facility for you and/or to generally provide you with our products and services, we may need to and/or may be required to collect, use, disclose and store (i.e. “process”) personal information and/or financial information about you, which is required amongst others to:
- (a) to establish your personal identification and background;
 - (b) to establish your financial standing and creditworthiness (where required); and/or
 - (c) supply you with any of our products and services that you applied for.

ANNEXURE II PRIVACY NOTICE (cont'd)

2.2 We may obtain this information from yourself and from a variety of sources, including but not limited to:

- (a) through your relationship with us, for example information provided by you in application forms, when using our products or services, when transacting on your accounts, when taking part in customer surveys, competitions and promotions, and during financial reviews;
- (b) through your verbal and written communications with us and/or our authorised agents;
- (c) from third parties connected with you, such as employers, joint account holders, security providers or guarantors, representatives, other partners in your partnership, or through our corporate customers or corporate security providers where you are a director, shareholder, officer or authorised signatory;
- (d) from an analysis of the way you use and manage your account(s)/facility(ies) with us, from the transactions you make and from the payments which are made to/from your account(s)/facility(ies);
- (e) in the public domain;
- (f) Credit Bureau of Bank Negara Malaysia, credit reporting agencies, regulators and government agencies; and/or
- (g) from such other sources in respect of which you have given your consent to disclose information relating to you and/or where not otherwise restricted.

3.0 How We Use Your Personal Information

3.1 We may use your personal information for one or more of the following purposes:

- (a) to assess your application(s) for our products and services;
- (b) to verify your financial standing through credit reference checks;
- (c) to manage and maintain your account(s) and facility(ies) with us;
- (d) to manage our business and your relationship with us;
- (e) to better understand your current and future investment needs and your financial situation;
- (f) to provide you with information on and/or to market Affin Hwang Investment Bank Group's products, services and offers which may be of interest to you;
- (g) to improve our products and services and to develop new products and services;
- (h) to notify you about benefits and changes to the features of products and services;
- (i) to administer offers, competitions and promotions;
- (j) to conduct surveys as to your relationship with us or our current/future products and services;
- (k) to respond to your enquiries and complaints;
- (l) to update, consolidate and improve the accuracy of our records;
- (m) to produce data, reports and statistics which have been anonymised or aggregated in a manner that does not identify you as an individual;
- (n) to conduct research for analytical purposes including but not limited to data mining and analysis of your transactions with us;
- (o) to meet the disclosure requirements of any law or contract binding on Affin Hwang Investment Bank Group;
- (p) for audit, compliance and risk management purposes;
- (q) to assess financial and insurance risks;
- (r) to transfer or assign our rights and duties under any agreement(s) with you;
- (s) to protect or enforce our rights to recover any debt owing to us;

ANNEXURE II PRIVACY NOTICE (cont'd)

- (t) to conduct anti-money laundering checks;
- (u) for crime detection, prevention and prosecution;
- (v) for any other purpose that is required or permitted by any law, regulations, standards, guidelines and/or by relevant regulatory authorities;
- (w) for any other purposes relating to or in connection with the business or dealings of Affin Hwang Investment Bank; and/or
- (x) for such other purposes that is incidental or ancillary or in furtherance to the above purposes.

3.2 We will ask for your consent before using your personal information for a purpose other than those that are set out in this Privacy Notice and in the privacy terms of any of your agreement(s) with Affin Hwang Investment Bank.

4.0 Disclosure Of Your Personal Information

4.1 In the course of the provision of our products and services to you and the management and/or operation of the same, we may disclose your personal information (to the extent necessary) to the following third parties:

- (a) Affin Hwang Investment Bank Group including the directors, officers and dealer's representatives and futures broker's representatives;
- (b) companies and/or organisations that act as our agents and/or professional advisers;
- (c) companies and/or organisations that assist us in processing and/or otherwise fulfilling transactions that you have requested;
- (d) companies and/or organisations that assist us in providing value added services that you have requested;
- (e) Affin Hwang Investment Bank's advisers (including but not limited to accountants, auditors, lawyers, financial advisers, consultants or other professional advisers);
- (f) Affin Hwang Investment Bank's merchants and strategic partners;
- (g) any person notified by you as authorised to give instructions or to use the account(s)/facility(ies) or products or services on your behalf;
- (h) any person intending to settle any moneys outstanding under the facility(ies) granted by us to you subject to your prior authorisation;
- (i) any third party as a result of any restructuring of facilities granted to you or the sale of debts, or the acquisition or sale of any company by Affin Hwang Investment Bank;
- (j) any rating agency or credit reporting agency;
- (k) any financial institutions, merchants, takaful companies, takaful operators, insurers, insurance brokers or direct or indirect providers of credit protection;
- (l) any person connected to the enforcement or preservation of any of our rights under your agreement(s) with us;
- (m) any third party service provider, agent or contactor who have been appointed by us to provide services to us whether in or outside Malaysia subject to sufficient security controls over the information;
- (n) regulatory bodies such as Bank Negara Malaysia, Securities Commission, Bursa Malaysia Securities Berhad, Bursa Malaysia Derivatives Berhad, clearing house and other regulatory bodies which have oversight over us and our activities;
- (o) Credit Bureau established by Bank Negara Malaysia;
- (p) any other parties to whom such disclosure is required by law or regulatory requirement or pursuant to a Court order; and/or
- (q) any other parties that we may have business or dealings with,

ANNEXURE II PRIVACY NOTICE (cont'd)

subject at all time to any laws (including regulations, guidelines and/or obligations) applicable to Affin Hwang Investment Bank (whether in or outside Malaysia).

- 4.2 All parties mentioned in clause 4.1 above may in turn disclose your personal information to other parties such as companies within their group of companies, their affiliates and Directors, shareholders, employees of such companies and affiliates, their professional advisers, service providers, strategic partners, regulators and other parties on a “need to know basis” who or which may have business or dealings with them.
- 4.3 We will otherwise treat your personal information as private and confidential and will not disclose your information to anyone outside the Affin Hwang Investment Bank Group except:
- (a) where you have given permission and/or otherwise consented;
 - (b) where we are required or permitted to do so by law;
 - (c) where required or authorised by any order of the Court;
 - (d) where required to do so by Bursa Malaysia Securities Berhad and/or its related companies (Please refer to the “Important Notice” stated at the end of this Privacy Notice);
 - (e) where we may transfer rights and obligations under an agreement; and/or
 - (f) where we are required to meet our obligations to any relevant regulatory authority (e.g. Bank Negara Malaysia, Securities Commission, Bursa Malaysia Securities Berhad) and/or under a contract.

5.0 Disclosure for Marketing And Other Promotional Activities

- 5.1 Additionally, Affin Hwang Investment Bank may contact you about our other products, services and offers or may disclose your personal information to entities within the Affin Hwang Investment Bank Group for marketing purposes and the entities may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially.
- 5.2 You may tell us at any time if you do not wish to receive marketing communications from us or from entities within the Affin Hwang Investment Bank Group by notifying the branch officer or the relevant officer in charge of your account/facility. Yours latest written instructions to us will prevail.
- 5.3 Please take note that certain communications such as statements of account and our websites contain standard information regarding our products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your account(s) and/or facility(ies) with us, and/or additional costs to you.
- 5.4 As for our third party merchants or strategic partners, please note that we will only disclose your personal information (which will not include information relating to your accounts) to our merchants and strategic partners if you opt-in to receive the marketing communications by completing the consent form available at all our branches, and subject at all times to any laws (including regulations, guidelines and/or obligations) applicable to Affin Hwang Investment Bank Group.

6.0 Security Of Your Personal Information

- 6.1 Your information is our asset and therefore Affin Hwang Investment Bank places great importance on ensuring the security of your personal information. We regularly review and implement up-to-date technical and organisational security measures when processing your personal information.
- 6.2 Employees of Affin Hwang Investment Bank are trained to handle the personal information securely and with strict confidentiality, failing which they may be subject to disciplinary action.
- 6.3 We also impose compliance with this Privacy Notice on our agents, third party service providers, consultants and professional advisors. This serves to ensure that your personal information is safeguarded from unauthorised or accidental loss, misuse, modification, disclosure or destruction.

ANNEXURE II PRIVACY NOTICE (cont'd)

7.0 Retention Of Your Personal Information

7.1 Affin Hwang Investment Bank will retain your personal information in compliance with this Privacy Notice and/or the terms and conditions of your agreement(s) with Affin Hwang Investment Bank:

- (a) for the duration of your relationship with us;
- (b) for such period as may be necessary to protect the interests of Affin Hwang Investment Bank and/or our customers notwithstanding that your relationship with us has been terminated;
- (c) where otherwise required by the law; and/or
- (d) where required by Affin Hwang Investment Bank's relevant policies.

8.0 What If Personal Information Provided By You Is Incomplete?

8.1 Where indicated, it is obligatory to provide your personal information to us to enable us to process your application for our products or services. Should you decline to provide such obligatory personal information, we may not be able to process your application/request or provide or continue to provide you with our products or services.

9.0 Your Rights To Access And Correct Your Personal Information

We can assist you to access and correct your personal information provided to us.

9.1 Accessing Your Personal Information

- (a) You may have access to your personal information in Affin Hwang Investment Bank's possession by making a written request to the officer handling your account and/or the front counter officers, subject to payment of the relevant processing fee. We will use reasonable efforts to provide you with a copy of the requested personal information within 21 days of receiving your duly completed written request and the processing fee.
- (b) Please note that Affin Hwang Investment Bank may have to withhold access to your personal information in certain situations, for example when we are unable to confirm your identity or where information requested is of a confidential commercial nature or in the event we receive repeated requests for the same information. Nevertheless, we will notify you of the reasons for not being able to accede to your request.

9.2 Correcting/Updating Your Personal Information

- (a) Where the personal information held by us is inaccurate, incomplete, misleading or where relevant, not up-to-date, you may make a request to correct such personal information.
- (b) You can also assist us to keep your personal information (such as your current mailing address) up to date, as it will enable us to serve you better.
- (c) For securities trading clients, in the event you wish to correct/update your personal information previously provided to us, please come personally to any Affin Hwang Investment Bank's Stockbroking branches to put up your written request to effect the correct/update of your personal information in order to avoid any inaccuracy and fraudulent amendments.
- (d) As for other clients, please liaise with the officer in charge of your account/facility with us.
- (e) We will use reasonable efforts to comply with your request to correct/update your personal information within 21 days of receiving your written request.
- (f) Please note that Affin Hwang Investment Bank has the discretion whether to allow your correction/updating request or may require further documentary evidence of the new information to avoid fraud and inaccuracy.

ANNEXURE II PRIVACY NOTICE (cont'd)**10.0 Exercising Your Choices In Respect Of The Disclosure And Use Of Your Personal Information**

10.1 Subject always to our contractual rights and obligations under relevant laws and regulations, you may exercise your choice in respect of the disclosure, retention and use of your personal information. Should you wish to do so, kindly contact the branch where your account is maintained (for securities account), the relevant officer in charge of your account/facility (for other clients) or address your queries or complaint to our Complaint Officer whose details are provided in clause 11.1 below.

11.0 Enquiries, Concerns Or Complaints

11.1 Should you have any query, concerns or complaints in relation to this Privacy Notice or how we handle your personal information, kindly contact us at:

Designated Contact Person	Complaint Officer
Mailing Address	3 rd & 4 th Floors, Wisma Meru, 1 Lintang Pekan Baru, Off Jalan Meru, 41050 Klang, Selangor
Contact No./Fax No.	+603-21431113/+603-33433869
Email Address	enquiry.pdpa@affinhwang.com

12.0 Revisions to the Privacy Notice

12.1 Our Privacy Notice may be revised from time to time. Where the Privacy Notice is revised, the revised Privacy Notice will be posted on our website www.affinhwang.com and/or communicated to you via any other means of communication deemed suitable by us. If you continue to use our services/products, you shall be deemed to have agreed to accept such changes.

Important Notice

Please be informed that Bursa Malaysia Securities Berhad and its related companies (herein collectively referred to as "**Bursa**") may request for your personal information which may include information about you (including that of your directors, shareholders and officers, if you are a corporation), your background, transactions and payment details or any other information relating to any corporate exercise undertaken by you (where you have appointed Affin Hwang Investment Bank as adviser), your account(s) including trading and CDS account(s) (including asking for copies of the same) for purposes of general query, surveillance, investigation or any other purposes stated in Bursa's Personal Data Notice and that Affin Hwang Investment Bank shall be under an obligation to furnish promptly those information or copies of documents requested by Bursa. Your attention is hence drawn to Bursa's Personal Data Notice which can be viewed from <http://www.bursamalaysia.com>. You are strongly advised to read and understand Bursa's Personal Data Notice.

ANNEXURE II PRIVACY NOTICE (cont'd)

Notis Privasi (Untuk Pelanggan)**1.0 Umum**

1.1 Di Affin Hwang Investment Bank Berhad (“Affin Hwang Investment Bank”), kami menghargai privasi anda dan berusaha untuk melindungi maklumat peribadi anda selaras dengan undang-undang di Malaysia.

1.2 Affin Hwang Investment Bank hanya akan mengumpul dan menggunakan maklumat peribadi anda selaras dengan undang-undang berkenaan (termasuk Akta Perlindungan Data Peribadi 2010), Notis Privasi ini dan/atau terma privasi dalam apa-apa perjanjian yang anda mungkin telah atau akan masuki dengan Affin Hwang Investment Bank.

1.3 Notis Privasi ini menerangkan:

- (a) Jenis maklumat peribadi yang kami kumpul dan bagaimana kami mengumpulkannya;
- (b) Bagaimana kami menggunakan maklumat peribadi anda;
- (c) Pihak-pihak yang kami akan mendedahkan maklumat peribadi;
- (d) Pilihan yang kami tawarkan, termasuk cara mengakses dan mengemaskini maklumat peribadi anda.

1.4 Untuk tujuan Notis Privasi ini, sila ambil perhatian bahawa:

- (a) “Kumpulan Affin Hwang Investment Bank” merujuk kepada Affin Hwang Investment Bank, anak-anak syarikat, syarikat induk dan syarikat-syarikat berkaitan kami (terma “syarikat-syarikat berkaitan” adalah ditakrifkan dalam Akta Syarikat Malaysia 2016) Affin Hwang Investment Bank di Malaysia atau di luar negara.
- (b) “Maklumat Peribadi” merujuk kepada maklumat yang berkaitan secara langsung atau tidak langsung dengan anda (untuk individu) dan/atau individu yang relevan dalam organisasi (untuk syarikat) dan/atau transaksi anda dengan kami. Maklumat ini termasuk nama, salinan kad pengenalan, pasport dan nombor-nombor berkenaan, alamat, pekerjaan, butiran untuk menghubungi, maklumat kewangan, butiran akaun, jenis produk dan/atau perkhidmatan yang dilanggan dan maklumat lain yang diperlukan berkenaan dengan anda, individu-individu yang relevan dalam organisasi dan/atau transaksi anda bersama kami. Untuk mengelakkan kekeliruan, sila ambil perhatian bahawa Notis Privasi ini adalah merujuk kepada maklumat peribadi seseorang individu.

1.5 Dengan membekalkan kepada kami maklumat peribadi anda, anda bersetuju kepada pemprosesan maklumat peribadi anda selaras dengan Notis Privasi ini.

1.6 Sekiranya anda bertindak bagi pihak syarikat yang membekalkan maklumat peribadi pengarah-pengarah, pemegang-pemegang saham dan/atau pegawai-pegawai syarikat kepada kami, sila pastikan bahawa anda mendapat kebenaran mereka dan Notis Privasi ini dibawa kepada perhatian pengarah-pengarah, pemegang-pemegang saham dan/atau pegawai-pegawai yang mana maklumat peribadi mereka akan atau telah dibekalkan kepada kami. Sila juga ambil maklum bahawa dengan membekalkan data peribadi kepada kami, syarikat adalah dianggap bahawa ia telah memberi jaminan kepada kami bahawa ia telah mendapat atau akan mendapat kebenaran daripada individu-individu tersebut untuk kami memproses data peribadi mereka.

2.0 Jenis Maklumat Peribadi Yang Kami Kumpulkan dan Cara Kami Mengumpulkannya

2.1 Untuk membolehkan kami mengendalikan pertanyaan anda, membuka dan mengendalikan akaun/fasiliti untuk anda dan/atau untuk menyediakan produk dan perkhidmatan kami secara umum, kami mungkin perlu dan/atau dikehendaki untuk mengumpul, mengguna, mendedah dan menyimpan (iaitu “memproses”) maklumat peribadi dan/atau maklumat kewangan mengenai anda, adalah diperlukan antara lain:

- (a) untuk mengesahkan identiti peribadi dan latar belakang anda;

ANNEXURE II PRIVACY NOTICE (cont'd)

- (b) untuk mengesahkan kedudukan kewangan dan kepercayaan kredit (sekiranya perlu); dan/atau
 - (c) membekalkan anda dengan mana-mana produk dan/atau perkhidmatan kami yang dipohon.
- 2.2 Kami mungkin mendapatkan maklumat ini daripada anda dan sumber-sumber lain, termasuk tetapi tidak terhad kepada:
- (a) melalui perhubungan anda dengan kami, contohnya maklumat yang anda bekalkan dalam borang-borang permohonan, apabila anda menggunakan produk atau perkhidmatan, apabila anda berurus niaga menguruskan akaun anda, apabila anda mengambil bahagian dalam kajian selidik pelanggan, pertandingan dan promosi, dan semasa semakan kewangan;
 - (b) melalui komunikasi lisan dan bertulis dengan kami dan/atau ejen yang diberikuasa;
 - (c) daripada pihak-pihak ketiga berkaitan dengan anda, seperti majikan, penyedia sekuriti, pemegang akaun bersama, penjamin, wakil-wakil, rakan-rakan lain dalam perkongsian anda, atau melalui pelanggan-pelanggan korporat atau penyedia sekuriti korporat kami di mana anda seorang pengarah, pemegang saham, pegawai atau penandatanganan dibenarkan;
 - (d) daripada analisis berkenaan cara anda menggunakan dan mengendalikan akaun/fasiliti anda bersama kami, daripada transaksi yang anda buat dan daripada bayaran-bayaran yang dibuat kepada/daripada akaun/fasiliti anda;
 - (e) domain awam;
 - (f) Biro Kredit Bank Negara, agensi-agensi pelaporan kredit, pengawal-pengawal selia dan agensi-agensi kerajaan yang berkenaan; dan/atau
 - (g) daripada sumber-sumber lain yang anda telah memberikan persetujuan untuk mendedahkan maklumat berkaitan dengan anda dan/atau yang mana adalah tidak dihadkan.

3.0 Bagaimana Kami Menggunakan Maklumat Peribadi Anda

- 3.1 Kami mungkin menggunakan maklumat peribadi anda untuk satu atau lebih daripada tujuan berikut:
- (a) untuk menilai permohonan anda untuk produk atau perkhidmatan kami;
 - (b) untuk mengesahkan kedudukan kewangan anda melalui semakan rujukan kredit;
 - (c) untuk mengurus dan mengekalkan akaun anda dan fasiliti bersama kami;
 - (d) untuk menguruskan perniagaan dan hubungan anda bersama kami;
 - (e) untuk mengetahui lebih mendalam keperluan pelaburan kini dan kemudian anda dan situasi kewangan anda;
 - (f) untuk membekalkan kepada anda maklumat mengenai dan/atau untuk memasarkan produk, perkhidmatan dan tawaran Kumpulan Affin Hwang Investment Bank yang mungkin menarik minat anda;
 - (g) untuk meningkatkan produk dan perkhidmatan kami dan membentuk produk dan perkhidmatan baru;
 - (h) untuk memaklumkan anda berkenaan dengan manfaat dan perubahan kepada ciri-ciri produk dan perkhidmatan;
 - (i) untuk mengendalikan tawaran, pertandingan dan promosi;
 - (j) untuk menjalankan penyelidikan berkenaan dengan hubungan anda bersama kami atau produk dan perkhidmatan yang sedia ada/akan datang;
 - (k) untuk membalas pertanyaan dan aduan anda;
 - (l) untuk mengemaskini, menggabungkan dan meningkat ketepatan rekod-rekod kami;

ANNEXURE II PRIVACY NOTICE (cont'd)

- (m) untuk menghasilkan data, laporan-laporan dan statistic-statistik tanpa nama dirujuk (anonymised) atau secara agregat dengan cara yang tidak mengenalpasti anda sebagai seorang individu;
 - (n) untuk menjalankan kajian untuk tujuan analitik termasuk tetapi tidak terhad kepada perlombongan data (data mining) dan analisa transaksi anda bersama kami;
 - (o) untuk memenuhi keperluan pendedahan seperti yang dikehendaki oleh undang-undang atau perjanjian yang mengikat Kumpulan Affin Hwang Investment Bank;
 - (p) untuk tujuan audit, pematuhan dan pengurusan risiko;
 - (q) untuk menilai risiko-risiko kewangan dan insurans;
 - (r) untuk memindahkan atau menyerahkan hak dan kewajipan di bawah mana-mana perjanjian dengan anda;
 - (s) untuk melindungi atau menguatkuasakan hak kami untuk menuntut balik hutang yang tertunggak kepada kami;
 - (t) untuk menjalankan semakan pencegahan penggubahan wang haram;
 - (u) untuk pengesanan jenayah, pencegahan dan pendakwaan;
 - (v) untuk tujuan lain yang dikehendaki atau dibenarkan oleh mana-mana undang-undang, peraturan, standard, garis panduan dan/atau pihak berkuasa pengawal selia yang berkaitan;
 - (w) untuk sebarang tujuan lain yang berhubungan dengan perniagaan atau transaksi kami; dan/atau
 - (x) untuk tujuan lain yang sampingan atau lanjutan daripada tujuan di atas.
- 3.2 Kami akan meminta kebenaran anda sebelum menggunakan maklumat peribadi anda untuk tujuan selain daripada yang disenaraikan dalam Notis Privasi ini dan dalam privasi perjanjian anda bersama Affin Hwang Investment Bank.

4.0 Pendedahan Maklumat Peribadi Anda

- 4.1 Semasa pembekalan, pengurusan dan/atau pengendalian produk dan perkhidmatan kami kepada anda, kami mungkin mendedahkan maklumat peribadi anda (setakat yang diperlukan) kepada pihak-pihak ketiga seperti berikut:
- (a) Kumpulan Affin Hwang Investment Bank termasuk pengarah-pengarah, pegawai-pegawai, wakil-wakil penjual saham dan futures;
 - (b) syarikat-syarikat dan/atau organisasi-organisasi yang bertindak sebagai agen-agen dan/atau penasihat-penasihat professional;
 - (c) syarikat-syarikat dan/atau organisasi-organisasi yang membantu kami dalam pemprosesan dan/atau memenuhi transaksi yang anda minta;
 - (d) syarikat-syarikat dan/atau organisasi-organisasi yang membantu kami untuk membekalkan perkhidmatan tambahan nilai yang anda minta;
 - (e) penasihat-penasihat Affin Hwang Investment Bank (termasuk tetapi tidak terhad kepada akauntan-akauntan, juruaudit-juruaudit, peguam-peguam, penasihat-penasihat kewangan, konsultan-konsultan atau penasihat-penasihat professional lain);
 - (f) saudagar-saudagar dan rakan-rakan kongsi strategik Affin Hwang Investment Bank;
 - (g) sesiapa yang dimaklumkan oleh anda sebagai pihak yang diberikuasa untuk memberi arahan atau mengguna akaun/fasiliti atau produk atau perkhidmatan bagi pihak anda;
 - (h) sesiapa yang berhasrat untuk menyelesaikan wang yang tertunggak di bawah kemudahan yang diperuntukkan oleh kami kepada anda tertakluk kepada persetujuan terdahulu anda;
 - (i) mana-mana pihak ketiga akibat pengstruktur semula kemudahan-kemudahan yang diperuntukkan kepada anda atau jualan hutang, atau pengambilalihan atau jualan apa-apa syarikat oleh Affin Hwang Investment Bank;

ANNEXURE II PRIVACY NOTICE (cont'd)

- (j) mana-mana agensi penilaian atau agensi pelaporan kredit;
- (k) mana-mana institusi-institusi kewangan, saudagar-saudagar, syarikat-syarikat takaful, pengendali-pengendali takaful, penanggung-penanggung insurans, broker-broker insurans atau pembekal-pembekal perlindungan kredit terus atau tidak terus;
- (l) mana-mana orang yang berkait dengan pelaksanaan atau perlindungan apa-apa hak kami di bawah perjanjian(-perjanjian) anda dengan kami;
- (m) mana-mana pembekal pihak ketiga, agen atau kontraktor yang telah dilantik oleh kami untuk membekalkan perkhidmatan kepada kami sama ada di dalam atau di luar Malaysia tertakluk kepada pengawalan-pengawalan sekuriti maklumat yang mencukupi;
- (n) badan-badan kawal selia seperti Bank Negara Malaysia, Suruhanjaya Sekuriti, Bursa Malaysia Securities Berhad, Bursa Malaysia Derivatives Berhad, gedung penjelasan dan badan kawal selia yang lain yang mempunyai penyeliaan ke atas kami atau aktiviti-aktiviti kami;
- (o) Biro Kredit yang ditubuhkan oleh Bank Negara Malaysia;
- (p) mana-mana pihak di mana pendedahan adalah dikehendaki oleh undang-undang atau keperluan penyeliaan atau selaras dengan perintah Mahkamah; dan/atau
- (q) mana-mana pihak yang kami mungkin mempunyai perhubungan perniagaan atau transaksi,

pada semua masa tertakluk kepada undang-undang (termasuk peraturan, garis panduan dan/atau kewajipan) yang merujuk kepada Affin Hwang Investment Bank (sama ada di dalam atau di luar Malaysia).

- 4.2 Semua pihak yang disebut di klausa 4.1 atas dimana mereka mungkin akan mendedahkan data peribadi anda kepada pihak-pihak lain seperti syarikat-syarikat dalam kumpulan mereka, sekutu mereka dan Pengarah, pemegang saham, pekerja syarikat tersebut dan sekutunya, penasihat profesional, pembekal perkhidmatan, rakan kongsi, pengawal selia dan apa-apa pihak yang mereka mungkin mempunyai perhubungan perniagaan atau transaksi atas dasar "perlu mengetahui";
- 4.3 Kami akan menganggap maklumat peribadi anda sebagai peribadi dan sulit dan tidak akan mendedahkan maklumat kepada sesiapa di luar Kumpulan Affin Hwang Investment Bank kecuali:
- (a) di mana anda telah memberi kebenaran dan/atau persetujuan;
 - (b) di mana kami dikehendaki atau dibenarkan untuk membuat demikian di bawah undang-undang;
 - (c) di mana dikehendaki atau dibenarkan oleh perintah Mahkamah;
 - (d) di mana dikehendaki untuk membuat demikian oleh Bursa Malaysia Securities Berhad dan/atau syarikat-syarikat berkaitan (Sila rujuk kepada "Notis Penting" yang dinyatakan di mukasurat akhir Notis Privasi ini);
 - (e) di mana kami mungkin memindahkan hak dan kewajipan menurut perjanjian; dan/atau
 - (f) di mana kami dikehendaki untuk memenuhi kewajipan kami kepada penguasa peraturan yang relevan (contohnya Bank Negara Malaysia, Suruhanjaya Sekuriti, Bursa Malaysia Securities Berhad) dan/atau di bawah suatu perjanjian.

5.0 Pendedahan untuk Tujuan Pemasaran dan Aktiviti Promosi Lain

- 5.1 Selain itu, ada kemungkinan bahawa Affin Hwang Investment Bank akan menghubungi anda mengenai produk, perkhidmatan dan tawaran lain kami atau mungkin akan mendedahkan maklumat peribadi anda kepada entiti dalam Kumpulan Affin Hwang Investment Bank bagi tujuan pemasaran dan entiti-entiti tersebut mungkin menghubungi anda mengenai produk, perkhidmatan dan tawaran, yang kami percaya menarik kepada anda atau memberi manfaat kewangan kepada anda.

ANNEXURE II PRIVACY NOTICE (cont'd)

- 5.2 Anda boleh memberitahu kami pada bila-bila masa jika anda tidak mahu menerima komunikasi pemasaran daripada kami atau daripada mana-mana entiti dalam Kumpulan Affin Hwang Investment Bank dengan memberitahu pegawai cawangan atau pegawai relevan yang mengendalikan akaun/fasiliti. Arahan bertulis terbaru anda kepada kami akan diguna pakai.
- 5.3 Sila ambil perhatian bahawa komunikasi tertentu seperti penyata akaun dan laman web kami mengandungi maklumat lazim yang berkaitan dengan produk dan perkhidmatan yang tidak boleh dikeluarkan tanpa menjejaskan penghantaran/penyediaan perkhidmatan dan/atau produk kami, pengendalian akaun dan/atau fasiliti anda dengan kami, dan/atau bayaran tambahan kepada anda.
- 5.4 Berkenaan pedagang dan rakan kongsi strategik kami, kami hanya akan mendedahkan maklumat peribadi anda (yang tidak termasuk maklumat yang berhubungan dengan akaun anda) kepada pedagang dan rakan kongsi strategik di mana persetujuan nyata anda diterima oleh kami dengan mengisi borang persetujuan yang disediakan di semua cawangan kami, dan tertakluk pada setiap masa kepada mana-mana undang-undang (termasuk peraturan-peraturan, garis panduan dan/atau kewajipan) berkaitan dengan Kumpulan Affin Hwang Investment Bank.

6.0 Keselamatan Maklumat Peribadi Anda

- 6.1 Maklumat anda adalah aset kami dan oleh itu Affin Hwang Investment Bank meletakkan kepentingan yang dalam untuk memastikan keselamatan maklumat peribadi anda. Kami dari semasa ke semasa mengkaji semula dan melaksanakan langkah keselamatan teknikal dan organisasi yang terkini semasa memproses maklumat peribadi anda.
- 6.2 Pekerja-pekerja Affin Hwang Investment Bank adalah dilatih untuk mengendalikan maklumat peribadi dengan selamat dan dengan kerahsiaan yang ketat, di mana kegagalan membuat demikian mereka akan tertakluk kepada tindakan disiplin.
- 6.3 Kami juga mengenakan pematuhan Notis Privasi ini ke atas ejen-ejen, pembekal-pembekal perkhidmatan pihak ketiga, konsultan-konsultan dan penasihat-penasihat profesional kami. Ini adalah untuk memastikan bahawa maklumat peribadi anda dijaga daripada kehilangan, penyalahgunaan, perubahan, pendedahan atau kemusnahan tanpa kebenaran dan tidak sengaja.

7.0 Pengekalan Maklumat Peribadi

- 7.1 Affin Hwang Investment Bank akan mengekalkan maklumat peribadi anda dalam pematuhan Notis Privasi ini dan/atau terma-terma dan syarat-syarat dalam perjanjian anda bersama Affin Hwang Investment Bank:
- (a) untuk tempoh perhubungan anda bersama kami;
 - (b) untuk tempoh setakat diperlukan untuk melindungi kepentingan-kepentingan Affin Hwang Investment Bank dan/atau pelanggan-pelanggan walaupun perhubungan anda bersama kami telah ditamatkan;
 - (c) apabila dikehendaki oleh undang-undang; dan/atau
 - (d) apabila dikehendaki oleh dasar-dasar Affin Hwang Investment Bank yang relevan.

8.0 Bagaimana Sekiranya Maklumat Yang Dibekalkan Oleh Anda Tidak Lengkap?

- 8.1 Di mana ia dinyatakan, ia adalah wajib untuk anda membekalkan maklumat peribadi anda kepada kami untuk membolehkan kami memproses permohonan anda untuk produk dan perkhidmatan kami. Sekiranya anda menolak untuk membekalkan maklumat peribadi yang wajib diberikan, kami mungkin tidak dapat memproses permohonan/permintaan anda atau membekalkan atau terus membekalkan anda dengan produk atau perkhidmatan kami.

ANNEXURE II PRIVACY NOTICE (cont'd)

9.0 Hak Anda Untuk Mengakses dan Membetulkan Maklumat Peribadi Anda

Kami akan membantu anda untuk mengakses dan membetulkan maklumat peribadi anda yang dibekalkan kepada kami.

9.1 Mengakses Maklumat Peribadi Anda

- (a) Anda boleh mengakses maklumat peribadi anda dalam milikan Affin Hwang Investment Bank dengan membuat suatu permintaan bertulis kepada pegawai yang mengendalikan akaun dan/atau pegawai kaunter hadapan, tertakluk kepada bayaran yuran pemprosesan yang relevan. Kami akan menggunakan segala usaha yang munasabah untuk membekalkan kepada anda sesalinan maklumat peribadi yang diminta dalam masa 21 hari daripada penerimaan permintaan anda yang lengkap dan yuran pemprosesan.
- (b) Sila ambil perhatian bahawa Affin Hwang Investment Bank mungkin perlu menahan akses kepada maklumat peribadi anda dalam keadaan yang tertentu, sebagai contoh apabila kami tidak dapat mengesahkan identiti anda atau di mana maklumat yang diminta adalah suatu sifat perdagangan yang sulit atau dalam keadaan di mana kami menerima permintaan berulang-ulang untuk maklumat yang sama. Walau bagaimanapun, kami akan memaklumkan anda sebab mengapa kami tidak dapat memenuhi permintaan anda.

9.2 Membetulkan/Mengemaskini Maklumat Peribadi Anda

- (a) Di mana maklumat peribadi yang dipegang oleh kami adalah tidak tepat, tidak lengkap, mengelirukan atau apabila relevan, bukan terkini, anda boleh membuat permintaan untuk membetulkan maklumat peribadi anda tersebut.
- (b) Anda juga boleh membantu kami untuk mengekalkan maklumat peribadi anda (seperti alamat surat-menyurat anda yang terkini) terkini, untuk membolehkan kami berkhidmat untuk anda dengan lebih baik.
- (c) Untuk pelanggan yang menjalankan perdagangan sekuriti, sekiranya anda ingin membetulkan/mengemaskini maklumat peribadi anda yang terdahulunya dibekalkan kepada kami, sila hadir secara peribadi ke mana-mana cawangan brokersaham Affin Hwang Investment Bank untuk membuat permintaan bertulis untuk melaksanakan maklumat peribadi anda yang betul/terkini untuk mengelakkan sebarang ketidaktepatan dan pembedahan palsu.
- (d) Untuk pelanggan-pelanggan lain, sila hubungi pegawai yang mengendalikan akaun/fasiliti anda bersama kami.
- (e) Kami akan menggunakan segala usaha yang munasabah untuk mematuhi permintaan anda untuk membetulkan/mengemaskini maklumat peribadi anda dalam masa 21 hari daripada penerimaan permintaan bertulis anda.
- (f) Sila ambil perhatian bahawa Affin Hwang Investment Bank mempunyai budi bicara sama ada untuk membenarkan permintaan pembedahan/pengemaskinian anda atau boleh meminta keterangan dokumen lanjut berkenaan dengan maklumat baru tersebut untuk mengelakkan fraud dan ketidaktepatan.

10.0 Membuat Pilihan Anda Berkenaan Dengan Pendedahan dan Penggunaan Maklumat Peribadi Anda

- 10.1 Tertakluk kepada hak dan kewajiban perjanjian kami di bawah undang-undang dan peraturan-peraturan yang relevan, anda boleh membuat pilihan anda berkenaan dengan pendedahan, pengedaran dan penggunaan maklumat peribadi anda. Sekiranya anda ingin membuat demikian, sila hubungi cawangan di mana akaun anda dikekalkan (untuk akaun sekuriti), pegawai yang relevan yang mengendalikan akaun/fasiliti (untuk pelanggan lain) atau merujuk pertanyaan-pertanyaan atau aduan-aduan anda kepada Pegawai Aduan kami di mana butiran adalah diberikan dalam klausa 11.1 di bawah.

ANNEXURE II PRIVACY NOTICE (cont'd)**11.0 Pertanyaan, Keraguan atau Aduan**

11.1 Sekiranya anda mempunyai sebarang pertanyaan, keraguan atau aduan berkenaan dengan Notis Privasi ini atau cara kami mengendalikan maklumat peribadi anda, sila hubungi Pegawai Aduan kami di:

Pegawai Bertugas	Pegawai Aduan
Alamat Surat-Menyurat	3 rd & 4 th Floors, Wisma Meru, 1 Lintang Pekan Baru, Off Jalan Meru, 41050 Klang, Selangor
Tel No./Faks No.	+603-21431113/+603-33433869
Alamat Emel	enquiry.pdpa@affinhwang.com

12.0 Penyemakan Semula Notis Privasi

12.1 Notis Privasi kami mungkin disemak semula dari semasa ke semasa. Apabila Notis Privasi ini disemak semula, Notis Privasi yang disemak semula akan dipaparkan pada laman web kami www.affinhwang.com dan/atau dimaklumkan kepada anda melalui cara komunikasi yang lain yang dianggap sesuai oleh kami. Sekiranya anda terus menggunakan perkhidmatan /produk kami, anda akan dianggap telah bersetuju kepada perubahan tersebut.

Notis Penting

Sila dimaklumkan bahawa Bursa Malaysia Securities Berhad dan syarikat-syarikat berkaitan (dirujuk secara kolektif sebagai "Bursa") mungkin meminta maklumat peribadi anda yang mungkin mengandungi maklumat berkenaan dengan anda (termasuk maklumat berkenaan dengan pengarah-pengarah, pemegang-pemegang saham dan pegawai-pegawai, sekiranya anda adalah suatu syarikat), latar belakang anda, transaksi dan butiran bayaran atau maklumat lain yang berkenaan dengan pelaksanaan korporat yang dilakukan oleh anda (di mana anda melantik Affin Hwang Investment Bank sebagai penasihat), akaun(-akaun) anda termasuk akaun(-akaun) dagangan dan CDS (termasuk meminta salinan untuk yang tersebut) untuk tujuan pertanyaan umum, pengawasan, penyiasatan atau tujuan lain yang dinyatakan dalam Notis Data Peribadi Bursa dan bahawa Affin Hwang Investment Bank adalah di bawah kewajipan untuk memberikan maklumat atau salinan dokumen yang diminta oleh Bursa. Perhatian anda adalah dengan ini dibawa kepada Notis Data Peribadi Bursa di mana ia boleh dilihat daripada <http://www.bursamalaysia.com>. Anda adalah dinasihatkan untuk membaca dan memahami Notis Data Peribadi Bursa.