

THIS AGREEMENT made on .....

BETWEEN

- (1) RHB Investment Bank Berhad (“Lender”) a holder of the Capital Markets and Services License pursuant to section 58 of the Capital Markets and Services Act 2007 and having its registered office at 9th Floor, Tower 1, RHB Centre Jalan Tun Razak 50400 Kuala Lumpur of the first part;  
AND
- (2) (To insert the Borrower’s details) (“Borrower”) of the other part.

(each a “Party” and together the “Parties”)

**Approved Securities** In relation to Regulated Short Selling and Intraday Short Selling, any of the securities traded on the stock market of the Exchange that is declared by the Exchange as such under Bursa Rule 8.22(5)

**Bursa Rules** means the rules of Bursa Securities, Bursa Clearing (S) and Bursa Depository in relation to the Bursa SBL and any other document(s) by whatever name called issued from time to time by Bursa Securities, Bursa Clearing(S) and Bursa Depository as amended, modified, varied, supplemented or replaced from time to time either collectively or individually as the context may require

**Collateral** means securities and/or , cash or such other form of collateral that maybe acceptable by the Lender from time to time

**Distributions** shall mean all distributions made on or in respect of the Loaned Securities or the Collateral, as the case may be, including but not limited to all: (a)property, (b) stock dividends, (c) securities received as a result of splits of the Loaned Securities or the Collateral and distributions in respect thereof, (d) interest payments, (e) cash payments, and (f) all rights to purchase additional securities

**Eligible Securities** The securities prescribed by the Clearing House in the Securities Borrowing and Lending Circulars from time to time as approved for lending

**Intraday Short Selling(“IDSS”)** Means the short selling of Approved Securities carried out in accordance with Part D of the Chapter 8 of Bursa Rules

**Loaned Securities** The Eligible Securities that are lent to the Borrower.

## **1. PURPOSE/AGREEMENT**

- 1.1 The Borrower enters into this Agreement to borrow Eligible Securities to settle potential failed trades resulting from the Borrower's participation in IDSS which trades were not closed off within the same day of the transaction.
- 1.2 The Borrower agrees that IDSS is to be carried out for Approved Securities only by way of on market transaction. For avoidance of doubt, direct business transaction is excluded.
- 1.3 The Borrower further agrees that each short selling of the Approved Securities carried out for IDSS must be closed off with a buy position on the same day as the selling by way of on market transaction.
- 1.4 The Borrower agrees to adhere to all applicable Bursa Rules in respect of the IDSS transaction.
- 1.5 The Borrower further agrees that the minimum gross value of Eligible Securities that the Borrower can borrow shall be Ringgit Malaysia One hundred thousand (RM100,000) and in an event the potential failed trade is below the minimum value, the Borrower shall proceed with a buying-in instead of borrowing to cover the potential failed trades
- 1.6 The Borrower further agrees that the Lender has no obligation to further borrow on behalf of the Borrower to settle the Borrower's outstanding or failed trades pursuant to the Borrower's participation in the IDSS.

## **2. LOAN OF SECURITIES.**

- 2.1 The Lender will lend the Eligible Securities to the Borrower for the purpose as sets out under clause 1.1 ("Loaned Securities") above and the Borrower may borrow Loaned Securities from the Lender in accordance with the terms and conditions set out hereunder.
- 2.2 Each such transaction shall be referred to herein as a "Loan" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in an Annexure or Schedule hereto and in any other annexes identified herein or therein as applicable hereunder.
- 2.3 The Lender reserves the right to reject any borrowing request for any reason whatsoever without disclosing reasons for such rejection and the Lender shall not be liable for any consequences (including but not limited to loss suffered) for the said rejection thereof.
- 2.4 Notwithstanding any other provision in this Agreement regarding when a Loan commences, unless otherwise agreed, a Loan hereunder shall not occur until the Loaned Securities and the Collateral therefor have been transferred in accordance with Section 3.

## **3. TRANSFER OF LOANED SECURITIES**

- 3.1 The Lender shall transfer the Loaned Securities to the Borrower hereunder on the date as agreed to by the Borrower and the Lender.

#### **4. COLLATERAL**

- 4.1 The Borrower shall, prior to or concurrently with the transfer of the Loaned Securities to the Borrower, transfer to the Lender, Collateral as agreed by the Lender.
- 4.2 By the Borrower placing the Collateral with the Lender, the Borrower agrees that it shall be security for the Borrower's obligations in respect of such Loan and for any other obligations of the Borrower with the Lender. The Borrower further agrees that in the event of default of any of the Borrower's obligations under this Agreement, the Lender is entitled to deal with the Collateral at its sole discretion without further notice to the Borrower.
- 4.3 Upon the Loan being terminated, the Lender shall transfer the Collateral to the Borrower within the agreed time frame by both Parties subject to all outstanding amount including fees or charges are settled by the Borrower.

#### **5. FEES FOR LOAN**

- 5.1 The Borrower agrees to pay the Lender a loan and/or service fee or any other expenses incurred in respect of the Loaned Securities as specified in Schedule 1.
- 5.2 The Lender reserves the right to vary any of the fees and/or to impose further fees/ charges at its absolute discretion without any notice to the Borrower.

#### **6. FAILURE TO REDELIVER THE LOANED SECURITIES**

- 6.1. In the event the Borrower does not redeliver the Loaned Securities or its equivalent within the agreed time frame agreed between the parties, the Lender shall be entitled to deal with Collateral as the Lender deems fit including but not limited to sell the Collateral (for securities).

#### **7. TERMINATION OF THE LOAN**

- 7.1 Either party can terminate this agreement by giving fourteen (14) days written notice to other Party. Such termination shall, however, not affect the liabilities/obligations of either party arising out of the transactions hereunder entered into prior to the date of the notice of termination.
- 7.2 Upon the termination of this Agreement, the IDSS facility granted to the Borrower shall also be automatically be withdrawn.

7.3 In the event the IDSS facility is no longer made available to the Borrower, this Agreement shall also be terminated immediately.

## **8. DISTRIBUTIONS/CORPORATE EXERCISE**

8.1 The Lender shall be entitled to receive all Distributions made on or in respect of the Loaned Securities which are not otherwise received by the Lender, to the full extent it would be so entitled if the Loaned Securities had not been lent to Client.

8.2 Any cash Distributions paid in respect of such Loaned Securities to the Borrower, which the Lender is entitled to receive, the Borrower shall made immediate arrangement to transfer the cash to the Lender's account as notified by the Lender on the date that such Distribution is paid together with interest on such amount on accrued interest at the rate calculated daily from the payable date until such amount and such interest is paid in full.

8.3 Borrower shall be entitled to receive all Distributions made on or in respect of non-cash Collateral, the record dates for which are during the term of the Loan or during the term of possession of such Collateral by the Lender and which are not otherwise received by Borrower, to the full extent it would be so entitled if the Collateral had not been delivered to Lender

8.4 Any cash Distributions made on in respect of such non-cash Collateral which Borrower is entitled to receive hereunder shall be due and payable by the Lender to the Borrower forthwith upon the payable date as provided for by the issuer thereof so long as Borrower is not in Default at that time. Lender shall forthwith upon such date and without demand pay to Borrower such cash Distributions together with interest on such amount and on accrued interest at the rate calculated daily from the payable date until such amount and such interest is paid in full. Non-cash Distributions received by Lender on or in respect of the Collateral shall be retained by the Lender and added to the Collateral on the payable date as provided for by the issuer thereof and shall form part of the Collateral purposes, except that if the Loan has then been terminated, Lender shall forthwith deliver the same to Borrower.

8.5 Borrower acknowledges and agrees that all voting rights, options, conversion privileges and other rights or benefits attaching to the Collateral accrued to the Borrower as legal and beneficial owner of the Collateral as if the Collateral had not been given by Borrower to the Lender ; and the Lender shall exercise all such rights and privileges for and on behalf of the Borrower in accordance with the written instructions of the Borrower. Such written instructions of the Borrower must be actually received by the Lender at least (to insert no of days) business days prior to the final date for the taking of any action required to exercise such right or privilege, or, for other than voting rights, such lesser period of notice as the relevant regulatory authority may prescribe for the trading and settlement of securities in connection with the exercise of such right or privilege as if the Borrower was a

member who failed to receive. All such notices shall be given in the normal manner and in sufficient time to allow the Lender to act accordingly.

- 8.6 Where, in respect of any Loaned Securities or any Collateral, any rights relating to conversion, sub-division, consolidation, pre-emption, rights arising under a takeover offer, rights to receive securities or a certificate which may at a future date be exchanged for securities or other rights, including those requiring election by the holder for the time being of such Securities or Collateral, become exercisable prior to the delivery of Equivalent Securities or Collateral, then the Lender or Borrower, as the case may be, may, within a reasonable time before the latest time for the exercise of the right or option give written notice to the other Party that on delivery of Equivalent Securities or Collateral, as the case may be, it wishes to receive Equivalent Securities or Collateral in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice.

## **9. REPRESENTATIONS.**

- 9.1 The Parties to this Agreement hereby make the following representations and warranties, which shall continue during the term of any Loan hereunder:
- 9.2 Each party hereto represents and warrants that (a) it has the power to execute and deliver this Agreement, to enter into the Loans contemplated hereby and to perform its obligations hereunder, (b) it has taken all necessary action to authorize such execution, delivery and performance, and (c) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms.
- 9.3 Each Party hereto represents and warrants that it has not relied on the other for any tax or accounting advice concerning this Agreement and that it has made its own determination as to the tax and accounting treatment of any Loan and any dividends, remuneration or other funds received hereunder.
- 9.4 The Borrower represents and warrants that it has, or will have at the time of transfer of any Collateral free and clear of all liens and encumbrances, the right to grant a first priority security interest therein subject to the terms and conditions hereof.
- 9.5 The Lender represents and warrants that it has, or will have at the time of transfer of any Loaned Securities, the right to transfer the Loaned Securities subject to the terms and conditions hereof, and that it owns the Loaned Securities, free and clear of all liens and encumbrances.

## **10. EVENTS OF DEFAULT**

This Agreement may be terminated immediately upon the occurrence of any one or more of the following events (individually, a "Default"):

- 10.1 if any Loaned Securities or its equivalent shall not be transferred to the Lender upon termination of the Loan;
- 10.2 if any Collateral shall not be transferred to Client upon termination of the Loan;
- 10.3 if either Party shall fail to transfer Collateral;
- 10.4 if either Party (a) shall fail to transfer to the other Party amounts in respect of distributions , (b) shall have been notified of such failure by the other Party prior to the Close of Business on any day
- 10.5 if an Act of Insolvency occurs with respect to either Party;
- 10.6 if the Borrower fails to pay any fees or charges due under this Agreement within the prescribed time frame as stipulated in the Schedule 1
- 10.7 if any representation made by either Party in respect of this Agreement or any Loan or Loans hereunder shall be incorrect or untrue in any material respect during the term of any Loan hereunder;
- 10.8 if either Party notifies the other of its inability to or its intention not to perform its obligations hereunder or otherwise disaffirms, rejects or repudiates any of its obligations hereunder.
- 10.9 if the Borrower fails to pay to the Lender all the distributions paid in respect of the Loaned Securities when it is due to the Lender.
- 10.10 if there is a change in the law or regulation which materially affects the operation and continuation of this Agreement or there exist any other circumstances that prevents or purport to prevent the Lender from rendering or performing the obligations under this Agreement.

## **11. SET OFF**

Each party is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply the amount owed by the other hereunder to it hereunder against any and all of its obligations to the other Party under this Agreement, irrespective of whether or not demand shall have been made. The rights of the Parties under this section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Parties may have. Each Party acknowledges that it would be inequitable and unconscionable not to allow the non-defaulting party a right of set-off. Each party acknowledges the mutuality of their debts and their respective rights to retain and realize upon the Collateral or Loaned Securities provided under this Agreement.

**12. REMEDIES**

12.1 Upon the occurrence of a Default under Section 10 entitling the Lender to terminate all Loans hereunder, the Lender shall have the right, in addition to any other remedies provided herein, (a) to purchase a like amount of Loaned Securities (“Replacement Securities”) in the principal market for such Loaned Securities in a commercially reasonable manner, (b) to sell any Collateral in the principal market for such Collateral in a commercially reasonable manner and (c) to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities and any amounts due to the Lender. In the event that the Lender shall exercise such rights, the Borrower’s obligation to return a like amount of the Loaned Securities shall terminate.

12.2 The Lender may similarly apply the Collateral and any proceeds thereof to any other obligation of the Borrower under this Agreement, including the Borrower’s obligations with respect to the Distributions paid to the Borrower (and not forwarded to the Lender) in respect of Loaned Securities. In the event that (i) the purchase price of Replacement Securities (plus all other amounts, if any, due to the Lender hereunder) exceeds (ii) the amount of the Collateral, the Borrower shall be liable to the Lender for the amount of such excess together with interest thereon.

**13. APPLICABLE LAW**

13.1 This Agreement shall be governed by and construed in all aspect in accordance with the laws of Malaysia.

**14. WAIVER**

14.1 Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by that Party of that or any other right, remedy or power.

**15. SURVIVAL OF REMEDIES**

15.1 All remedies hereunder and all obligations with respect to any Loan shall survive the termination of the relevant Loan, return of Loaned Securities or Collateral and termination of this Agreement.

16. **NOTICES AND OTHER COMMUNICATIONS**

- 16.1 Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail to the addresses as stated in this Agreement, or sent to such party at any other place specified in a notice of change of address hereafter received by the other party. Any notice, statement, demand or other communication hereunder will be deemed effective on the day it is posted.

17. **INDEMNITY**

- 17.1 The Borrower shall indemnify and hold the Lender harmless from and against any and all losses, claims, liabilities, costs and expenses (including but not limited to legal costs on a solicitor and Client basis) arising from or in relation to enforcement by the Lender of any of its rights against the Borrower pursuant to this Agreement. This obligation to indemnify the Lender shall survive the termination of this Agreement.

18. **CONFIDENTIALITY**

- 18.1 The Lender shall not disclose information pertaining to the Loan transactions by the Borrower except where it is bound by law or pursuant to any requirement of any relevant authority in Malaysia to whom the Lender is bound to make such disclosure. Without limiting the generality of the foregoing, the Lender shall be entitled to disclose any information or to produce any document in its possession or control if required or requested to do so by the Securities Commission of Malaysia. In addition, the Lender will also be entitled to disclose any information in its possession or control to the Securities Commission of Malaysia or authorised personnel of Bursa Securities by way of granting such persons access to the Bursa SBL System and to retain such information in whatever form, for purpose of facilitating the performance of their duties and functions under the relevant requirements, Bursa Rules or laws.

19. **ASSIGNMENT**

- 19.1 Except as otherwise agreed by the parties, this Agreement supersedes any other agreement between the parties hereto concerning loans of Securities between the Borrower and the Lender. This Agreement shall not be assigned by either party without the prior written consent of the other party and any attempted assignment without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Borrower and the Lender and their respective heirs, representatives, successors and assigns.

20. **MODIFICATION**

20.1 This Agreement shall not be modified, except by an instrument in writing signed by the party against whom enforcement is sought. The Parties hereto acknowledge and agree that, in connection with this Agreement and each Loan hereunder, time is of the essence. Each provision and agreement herein shall be treated as separate and independent from any other provision herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

21. **EFFECTIVE DATE**

21.1 This Agreement shall be effective as of the date first set forth above once executed by or on behalf of both Parties.

22. **STAMP DUTY**

22.1 Stamp duty, if any, applicable / payable on this Agreement, shall be borne by the Borrower.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For and on behalf of: )

RHB INVESTMENT BANK BERHAD )

(Company No. 19663-P) )

in the presence of: )

)

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)

BORROWER:

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NRICNO

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### SCHEDULE 1

<b>Type of Fees</b>	<b>Fee Charged</b>
Processing fee	RM100 for each borrowing request
SBL fee	0.08% p.a. of the outstanding loan (based on the daily closing price of the securities transacted) (min RM400)
Interest on Loaned Securities	8.00% p.a. of the outstanding loan (based on the daily closing price of the securities transacted)
Penalty for failure to make good loaned securities	1.0% p.a. of the outstanding loan (based on the daily closing price of the securities transacted)