

INVESTOR'S TERMS & CONDITIONS

1. INTRODUCTION

- 1.1 This document outlines the terms and conditions between you ("Investor" or "you") and QuickKash Malaysia Sdn Bhd ("QuickKash" or "us" or "we" or "our") which governs your participation as an Investor on this P2P Platform provided by us.
- 1.2 It is important that you read and fully understand these terms and conditions carefully and if you do not agree to these terms, you must stop using this platform immediately.
- 1.3 The Investor's electronic acceptances, acknowledgements of this Investor's T&C, or commencement of its use of this Platform constitute the Investor's acceptance and Investor's T&C to be bound by terms and conditions in this document, which shall take effect upon the Investor's first transaction or registering and/or logging into the Platform.
- 1.4 Part of the purpose of this terms and conditions are to meet the legal requirements imposed on us under the relevant legislation and under the terms and conditions of the P2P registration approved by the SC and also to inform you of various processes in relation to the investment through the P2P Platform. We strongly advise you to keep a printed or electronically stored copy of this Investor's T&C for your future reference.

2. INTERPRETATION

- 2.1 In this Investor's T&C, unless the context otherwise requires, the following expressions shall have the meanings set out against them:

"Agents" means the associate, sister and holding companies of QuickKash and the directors, officers, agents, partners, and employees of QuickKash and its associate, sister and holding companies;

"Aggregated Principal Offer Amount" means the sum of all the Offers by Investors in response to a particular Investment Request that is accepted by the Issuer;

"Bullet Repayment" means an Investment Note by which the Principal Offer Amount and all interest accrued and due shall be payable in full on the Maturity Date;

"Business Day" means a day when banks in Malaysia are open for business and shall exclude Saturdays, Sundays and public holidays;

"CCM" means Companies Commission of Malaysia or Suruhanjaya Syarikat Malaysia of Menara SSM@Sentral, No. 7 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50623 Kuala Lumpur;

"Daily Repayment" means daily repayment of the Principal Offer Amount and interest accrued to the Investors during such period in accordance with repayment schedule specified in the Investment Note;

"Event of Default" means any of the events set out in Clause 9.1;

"Financing" means the amount of financing to be raised by the Issuer under the Platform and references to "Financing" shall include the amount of financing raised by the Issuer under the Platform, as the context shall prescribe, and shall include any part thereof;

"Force Majeure Event" means any of the events set out in Clause 10;

“Investment Note” means the note issued by the Issuer in consideration of the Principal Offer Amount provided by the Investor upon the terms of the Issuer Investor’s T&C and the Terms and Conditions to Investment Note;

“Investment Request” shall mean the request by an Issuer for Investors to subscribe for an Investment Note issued by the Issuer;

“Investor” means a party that is hosted on the Platform who intends to fund Investment Requests, and references to **“Investor”** shall include the Investor whose application to fund the Investment Requests has been matched by QuickKash and accepted by the Issuer;

“Investor’s T&C” means the T&C entered into or to be entered into by the Investor for purposes of facilitating provision of the Financing;

“Issuer” means the party hosted on the Platform and who will issue the Investment Request;

“Issuer’s T&C” means the T&C entered into or to be entered into by the Issuer for purposes of facilitating provision of the Financing;

“Material Adverse Change” means, in the absolute opinion of QuickKash, an adverse change relating to the Investment Note during the Offer Period as a result of any of the following:

- (a) the discovery of a false or misleading statement in any disclosure document in relation to the Investment Note;
- (b) the discovery of a material omission of information required to be included in the documents provided by the Issuer as part of the disclosure requirement to be hosted on the Platform;
- (c) there is a material change or development in the circumstances relating to the Investment Note.

For avoidance of doubt, a Material Adverse Change also occurs when there is a change in the ability of the Issuer and/or the Security Party to perform its obligations under the Issuer Investor’s T&C and/or the Security Documents as a result of an adverse change having occurred or will occur in any of the following events:

- (d) the business, or condition (financial or otherwise) or operations or properties or prospects of the Issuer and/or Security Party;
- (e) the national or international socio-political, financial, monetary and/or economic conditions or currency exchange rates or exchange control regulations;

“Maturity Date” means the date on which the Maturity Period ends;

“Maturity Period” means such period within which the full amount of the Investment Note will be due and payable;

“Monthly Repayment” means monthly repayment of the Principal Offer Amount and interest accrued to the Investors during such period in accordance with repayment schedule specified in the Investment Note;

“Note Type” means the pre-specified principal and interest repayment structure of the Note, and shall include **“Monthly Instalment”**, **“Bullet Repayment”** and any other Note types which may be applicable from time to time;

“Offer” means an offer submitted by an Investor over the Platform in response to an Investment Request, stating the Principal Offer Amount that the Investor wishes to subscribe for the

Investment Note and the minimum interest rate at which the Investor wishes to receive for providing the Principal Offer Amount;

“Offer Note” means the note issued by the Investor over the Platform confirming the Offer made in response to the Investment Request upon the terms of Investor Investor’s T&C as set out on the Platform;

“Offer Period” means a period of thirty (30) days;

“P2P” means peer-to-peer financing regulated by SC under the regulatory framework introduced under the SC Guideline;

“P2P Platform” means an electronic platform that facilitates directly or indirectly the application, issuance, execution or offering of a Financing or Financings under P2P;

“Parties” mean the Investor, Issuer and QuicKash, and each of them individually shall be a **“Party”** as the case may be;

“Platform” means P2P Platform operated by QuicKash known as QuicKash;

“Principal Issue Amount” means the principal amount intended to be raised by the Issuer pursuant to the Investment Notes;

“Privacy Policy” means the Privacy and Data Protection Policy available on the Platform as from time to time amended, varied and supplemented;

“QuicKash” means **QuicKash Malaysia Sdn Bhd (Company No. 1221902-M)**, a company incorporated in Malaysia and having its registered address at 16-A (1st Floor), Jalan Tun Sambanthan 3, Brickfields, 50470 Kuala Lumpur;

“Repayment Date” means such date on which repayment of the Principal Offer Amount, interest and/or such other amounts payable under the Investment Note, such dates as set out in a repayment schedule specified in the Investment Note and if any scheduled Repayment Date specified in the Investment Note is not a Business Day, then the payment to be made on such scheduled repayment date shall be due and payable on the next succeeding Business Day;

“Ringgit” or **“RM”** means Ringgit, the lawful currency of Malaysia;

“Risk Disclosure Notice” means QuicKash Risk Disclosure Notice appends herein as **Appendix 1**

“SC” means Securities Commission Malaysia or Suruhanjaya Sekuriti Malaysia of 3, Persiaran Bukit Kiara, Bukit Kiara, 50490 Kuala Lumpur;

“SC Guideline” means the SC Guidelines on Recognized Markets SC-GL/6-2015 (R1-2016) dated 13 April 2016 pursuant whereof P2P financing is regulated;

“Security” means such security acceptable to QuicKash to secure the obligations of the Issuer under the Investment Note, which includes personal guarantees, charge over shares, charge over real property, or charge over such other assets;

“Security Documents” means any or all documents executed or required to be executed by the Security Party in respect of the Security;

“Security Party” means any or all of the parties providing Security under the Issuer Investor’s T&C;

“Services” means the services rendered by QuicKash in hosting the Platform, including arranging and matching the Principal Issue Amount with the Principal Amount, arranging and facilitating

the payment of the Financing to the Issuer and the repayment of the Financing together with Interest to the Investor;

“Sinking Fund” means a pool of funds maintained periodically by a guarantee company or a wholly-owned subsidiary company of ManagePay Systems Berhad or any corporation which QuickKash may determine from time to time, for the purpose of repaying the monies due and owing by the Issuer under the Investment Note.

“Terms & Conditions For Use of Platform” means the terms and conditions available on the Platform as from time to time amended, varied and supplemented by QuickKash at its absolute discretion;

“Trust Accounts” shall have the meaning ascribed to it in Clause 7.1;

“Trustee” means a corporation registered under the Trust Companies Act 1949 and duly appointed by QuickKash to operate the Trust Accounts.

- 2.2 Any reference in this Investor’s T&C to **“Clauses”** is to the clauses of this Investor’s T&C.
- 2.3 The headings to the Clauses are inserted for convenience only and shall not affect the interpretation of this Investor’s T&C.
- 2.4 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa; references to persons shall be construed as including bodies corporate and vice versa and words denoting any gender shall include all genders.
- 2.5 Any reference to a statutory provision shall include such provision as from time to time modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any transactions entered into hereunder.
- 2.6 The expressions “Issuer”, “Investor” and “QuickKash” shall include their respective successors and assigns.

3. **HOSTING ON THE PLATFORM**

- 3.1 In order to join as an Investor under the Platform, you must do the followings:-
 - (a) accept the Terms & Conditions For Use of Platform;
 - (b) accepts the Investor’s Terms & Conditions; and
 - (c) satisfactorily complete the information required by us which may need you to provide certain personal information about yourself for us to verify your eligibility.

Notwithstanding the above, the decision whether to approve you as an Issuer under the Platform is entirely ours and the decision may be made by us for any reason or at no reason. We will not be liable to you for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs arising from our decision not to authorise or permit you to be an Investor of the Platform.

- 3.2 The following are the criteria for an Investor to be eligible to be hosted on the Platform:
 - 3.2.1 The Investor must be any of the following:
 - (a) a sophisticated investor or an angel investor as defined in the SC Guideline;
 - (b) retail investor

Provided that a retail investor's investments on P2P Platforms in total is restricted to a maximum amount of Ringgit Malaysia Fifty Thousand (RM50,000.00) only at any one time and for any period of time.

3.2.2 The Issuer must be any of the following before it is permitted to be hosted on the Platform:

- (a) sole proprietorship;
- (b) partnership, including a limited liability partnership;
- (c) private limited company;
- (d) public company that is not listed in any stock exchange.

3.2.3 For the avoidance of doubt, the following types of entities are not allowed to be hosted on the Platform:

- (a) public listed companies and their subsidiaries;
- (b) commercially or financially complex structures such as investment fund companies or financial institutions;
- (c) companies with no specific business plan or companies whose business plans are to merge or acquire an unidentified entity (that is blind pool);
- (d) companies that propose to use the Financing to provide Financings or make investment in other entities; or
- (e) any other type of entity specified by the SC.

Provided that QuickKash shall be entitled to amend any or all of the abovementioned criteria by a general notice to all vide the Platform or vide a notice specifically addressed to the Investor or Issuer.

3.3 The Investor is to furnish QuickKash statutory documents and/or records filed with or provided to CCM to evidence that it fulfils the criteria set out in Clause 3.2.1. QuickKash may also require the Investor to file a declaration confirming its compliance with the restriction in the limit of its investments as set out in Clause 3.2.1;

3.4 QuickKash shall have the right to authenticate the identity of the Investor and persons authorised to act on its behalf, including without limitation, requesting for evidence authorising such person to act on the Investor's behalf and any other information and documents not described herein. The Investor shall not be admitted to the Platform unless QuickKash is in its sole discretion satisfied with the relevant identification documents.

3.5 The Investor is also to provide a valid email address, username and password (which is necessary for the Investor to gain access to the Platform). The email address, username and password belong exclusively to the Investor and are not transferable. The Investor shall keep the email address, username and password confidential and secure at all times. The Investor shall be solely responsible for all information and activity on the Platform so long as access is by way of using the Investor's email address or username or password. In particular, the Investor shall be responsible for the use of the Platform by its employee, sub-contractor, agent or other authorised persons. QuickKash reserves the right to terminate, suspend or restrict the access of the Investor to the Platform and to cease acting on the Investor's instructions, if QuickKash reasonably suspects that the person logged onto the Platform using the Investor's email address, username and password is not the Investor or an authorised person of the Investor or where

QuickKash suspects that the access to the Platform account is for illegal, fraudulent or unauthorised uses. Any breach of security, loss, theft or unauthorised use of the Investor's email address, username and password or any security information must be notified to QuickKash immediately.

- 3.6 Upon acceptance for hosting on the Platform, the Investor agrees not to adapt or circumvent the systems in place in connection with the Platform, nor access the Platform other than through the normal use of it.
- 3.7 Upon acceptance for hosting on the Platform, the Investor agrees that QuickKash, as the owner and operator of the Platform, may collect, use and disclose the information it collects in accordance with the purposes and uses identified in the Privacy Policy. If the Investor has provided QuickKash with an email address, the Issuer hereby consents to receive, from time to time, email messages from and through QuickKash, including information about products and services of QuickKash and its Group of Companies.
- 3.8 Upon acceptance for hosting on the Platform, the Investor shall be entitled to enjoy, for the duration of this Investor's T&C, the Services, subject to any addition, modification or termination of the Services whether specifically or only in relation to the Investor, from time to time, at the discretion of QuickKash without prior notice to the Investor.
- 3.9 Upon acceptance for hosting on the Platform, QuickKash shall have the right to carry out credit and related checks on the Investor, its members, partners, directors and other aspects of its business. QuickKash applies its own internal guidelines and policies when assessing applications from Investors for hosting on the Platform, and has complete discretion over the admission of Investors to be hosted on the Platform.

4. THE PLATFORM

- 4.1 As a member of the Platform, the Investor shall be able to participate in the funding of Investment Requests submitted by Issuers, by submitting Offers. Such Offers should include such details as shall be specified in the form for the Offer including but not limited to:
 - 4.1.1 the Principal Offer Amount the Investor desires to offer to subscribe for the Investment Note; and
 - 4.1.2 the minimum interest rate on the Principal Offer Amount that the Investor expects from the Offer.
- 4.2 The Investment Request will include the following details:
 - 4.2.1 the Investment Note;
 - 4.2.2 the aggregate Principal Issue Amounts required by the Issuer;
 - 4.2.3 the tenure of the Principal Issue Amounts; and
 - 4.2.4 the Target Rate.
- 4.3 The Platform will contain, amongst other information, the following:
 - 4.3.1 information that explains the key characteristics of the business of the Issuer;
 - 4.3.2 information that explains the purpose of the Financing and the targeted amount to be financed;
 - 4.3.3 information relating to the business plan of the Issuer;

- 4.3.4 information relating to the Issuer intention to seek funding from any other P2P platforms concurrently;
- 4.3.5 audited financial statements of the Issuer where the Financing is more than Ringgit Malaysia Five Hundred Thousand (RM500,000.00) only, or where the Issuer (where applicable) has been established for at least twelve (12) months prior to its application to be hosted on the Platform;
- 4.3.6 certified financial statements or information by the Issuer's management where the applicant is newly established;
- 4.4 QuickKash has a risk scoring mechanism and methodology to rank the risks of each Investment Request, and the final risk scoring for purchase of the Investment Note is available on the Platform to the Investor.
- 4.5 Upon posting of an Investment Request, the Investor shall have up to expiry of the Offer Period (or such other period as may from time to time be notified on the Platform) from the date of posting to make its Offer. An Offer successfully submitted by an Investor in respect of an Investment Request will be available for acceptance by the Issuer during the Offer Period where it is for an amount lower than or equal to the amount of the Investment Request, and where the maximum interest rate at which the Investor expects is lower than or equal to the Target Rate
- 4.6 The Investor acknowledges that QuickKash has the authority to do the following:
 - 4.6.1 to apply an investment allocation mechanism that will, amongst others, (i) rank the Offers in accordance with the minimum interest rate offered in each Offer, for selection and acceptance on behalf of the Issuer; or (ii) rank, select and accept on behalf of the Issuer the earliest Offers submitted. For the avoidance of doubt, the investment allocation mechanism will be applied in accordance with the conditions herein;
 - 4.6.2 to assign a single interest rate to all selected Offers, such interest rate being not higher than the Target Rate; and
 - 4.6.3 to allocate to the selected Investor, if the aggregate amount of selected Offers exceeds the amount requested for in the Investment Request, such amount of Principal Offer Amount determined by the said allocation process.
- 4.7 The Investor shall unconditionally accept and be bound by the results of the investment allocation mechanism described herein. The Investor acknowledges and agrees that QuickKash retains absolute discretion over the investment allocation mechanism and may change, amend or vary such process without prior notice to the Investor.
- 4.8 An Investment Request shall be considered as provisionally accepted and successfully matched where all the following conditions are satisfied:
 - 4.8.1 the Aggregated Offers amounts to at least eighty (80%) percent (or such other percentage as may from time to time be prescribed by QuickKash) of the Investment Request; and
 - 4.8.2 the total amount of the Offers selected and successfully matched with the Offer shall not exceed the amount requested for in the Investment Request.
- 4.9 If the Issuer's Investment Request is successfully matched, the Issuer shall electronically through the Platform, complete the Investment Note with particulars of the matched Offer, thereby constituting a legally binding contract. The Investor agrees that it shall be bound by the terms of

the Investment Note executed in this manner. If the Issuer fails to execute the Investment Notes in this manner within three (3) Business Days of being notified to do so by QuickKash, the Issuer shall be deemed to have withdrawn its Investment Request.

- 4.10 The Investor agrees that the Investment Note issued by the Issuer shall incorporate the terms of the Terms and Conditions to the Investment Notes.

5. **CONDITIONS PRECEDENT**

- 5.1 The Financing shall become available to the Issuer when QuickKash has received all the documents and evidence listed herein, in each case in form and content satisfactory to QuickKash, and all other conditions set out herein have been fulfilled to QuickKash's satisfaction, and subject to the provisions of this Investor's T&C.

- 5.2 The Issuer's Investment Request has been successfully matched.

- 5.3 The Security Documents, if applicable, shall have been duly executed by the Security Party in form and substance acceptable to QuickKash and where applicable and have been stamped and registered with the relevant authority or presented for registration or filed at any relevant registry and are in full force and effect.

- 5.4 QuickKash shall have received the following, in form and substance acceptable to QuickKash:

5.4.1 where applicable, copies of the certificate of incorporation, memorandum and articles of association and latest filed Forms 24, 44 and 49 of the Investor, Issuer and/or Security Party, each certified as true and correct by a respective director or company secretary or partnership Investor's T&C (if available), certified as true and correct by the managing partner, where the Investor, Issuer and/or Security Party is a partnership or limited liability partnership;

5.4.2 where applicable, original or certified true copies of the resolution of the board of directors of the Investor, Issuer and/or Security Party (or an extract thereof), certified as true and correct by a respective director or company secretary, authorising, *inter alia*, the acceptance of the Financing in the case of the Issuer, the provision of the Financing in the case of the Investor, the provision of the security in the case of the Security Party, the execution of all documents required to be executed in respect of the Financing, such persons to sign, execute and issue notices under this Investor's T&C and the respective documents, in accordance with their respective Memorandum and Articles of Association;

5.4.3 full name and identity card numbers or passport numbers and the specimen signatures of the persons authorised in the said resolutions of the Board of Directors, where applicable, of the Investor, Issuer and/or Security Party;

5.4.4 certified true copy of the approvals, consents and/or authorisations from any relevant authority or party for the Investor to provide the Financing, Issuer to accept the Financing and for the Security Party to execute the relevant Security Documents, if required;

- 5.5 QuickKash shall have received such fees and charges relating to the Financing, this Investor's T&C and Security Document;

- 5.6 QuickKash shall have received the results of bankruptcy and insolvency searches conducted on the Investor, Issuer and/or Security Party, and if results of the said searches have not been obtained, a statutory declaration shall be made by two (2) directors (if applicable) of the Investor, Issuer and the Security Party respectively confirming that the Investor, Issuer and Security Party are not wound up or bankrupt as the case may be, and that the Investor, Issuer and the Security Party, if applicable, are going concerns;

- 5.7 QuickKash shall have received the results of bankruptcy searches conducted, where applicable, on each of the directors of the Investor, Issuer and Security Party, and if results of the said searches have not been obtained, a statutory declaration shall be made by each director of the Investor, Issuer and/or the Security Party, if applicable, confirming that each of them is not, and has not been declared a bankrupt;
- 5.8 QuickKash is satisfied that no Event of Default has occurred or is threatened;
- 5.9 QuickKash is satisfied that no extraordinary circumstances, governmental action or any Material Adverse Change has occurred which in the opinion of QuickKash prejudices the ability of the Investor, Issuer or the Security Party to observe and perform the covenants and obligations on its part to be performed under this Investor's T&C, the Issuer Investor's T&C and the Security Documents;
- 5.10 QuickKash is satisfied that none of the representations and warranties as set out in this Investor's T&C or the Issuer Investor's T&C or the Security Document is incorrect or misleading;
- 5.11 This Investor's T&C, the Issuer Investor's T&C and the Security Documents, as the case may be, have been executed and perfected to the satisfaction of QuickKash.
- 5.12 QuickKash is satisfied that this Investor's T&C, the Issuer Investor's T&C and the Security Document, as the case may be, have been duly stamped, presented and registered (if applicable) at the relevant office and/or registry;
- 5.13 QuickKash is satisfied of that the Investor, Issuer and Security Party shall have complied with all standard conditions as shall be deemed relevant by QuickKash for a Financing of this nature;
- 5.14 QuickKash is satisfied that Forms 34, if required, in respect of all charges under the Security Document have been duly lodged at CCM and a search conducted thereat at the time of lodgement revealed that there are no existing encumbrances registered against the assets, subject of the charges that would affect the interest of QuickKash under the Security Document;
- 5.15 The Investor and Issuer shall have paid all fees (including financing fees, legal fees, stamp duties, charges and other transaction costs and expenses) which are due and payable to QuickKash and its advisors in respect of the Financing;
- 5.16 The Investor and Issuer shall have furnished to QuickKash details of a valid Malaysian bank account to facilitate the payment and repayments of Principal Offer Amounts.

6. WAIVER OF CONDITIONS PRECEDENT

- 6.1 The conditions precedent set out herein are inserted for the sole benefit of QuickKash and may be waived by QuickKash in whole or in part with or without terms or conditions PROVIDED ALWAYS THAT the discretion of QuickKash to waive or defer the fulfilment of any of the terms and conditions set out herein shall not prejudice the right of QuickKash to assert such terms and conditions in whole or in part in respect of subsequent utilisation of any of the Financing or prejudice the interests of, or diminish or impair the rights, powers of remedies of QuickKash under this Investor's T&C or the Issuer Investor's T&C or the Security Document and neither shall it preclude QuickKash from insisting compliance of any waived conditions subsequently.

7. ARRANGEMENT FOR THE ISSUE OF THE INVESTMENT NOTE

- 7.1 To facilitate receipt and payment of funds raised in relation to a hosting on the Platform, QuickKash will maintain three (3) Trust Accounts, namely, Investor Trust Account, Issuer Trust Account and Repayment Trust Account, (collectively referred to as "Trust Accounts") with licensed financial institution or institutions as QuickKash shall in its discretion determine. Investors are to transfer into the Investor Trust Account, the Principal Offer Amount it intends to fund before submitting their Offers.

- 7.2 Upon instructions from QuickKash, the Trustee is empowered to deal with the funds and/or excess funds in the Investor Trust Account in order to generate returns for the Investor. The interests (the rate to be determined by QuickKash) earned by Investor for the funds and/or excess funds held in the Investor Trust Account is calculated on a daily basis and will be credited into Investor's QuickKash Wallet Account at the end of every calendar month.
- 7.3 In consideration of the Services provided, the Investor shall also pay to QuickKash a service fee each time the monthly repayment (repayment of principal and interest) is made to the Investor. QuickKash is entitled to deduct the service fee of 1.25% - 1.50% each time (or at such other rate as from time to time notified by QuickKash on the Platform).
- 7.4 QuickKash is entitled to instruct the Trustee to set-off this service fee from the proceeds of each instalment of the Financing received from the Issuer and disbursed only the net amount thereof to the Investor. Provided that should the proceeds received from the Issuer be insufficient to set out the said service fee, the outstanding amount of the service fee not set-off shall be deemed to be a debt owing by the Investor to QuickKash.
- 7.5 For the repayment of the Principal Offer Amount, the Issuer hereby authorises QuickKash to:
- 7.5.1 deduct from any monies held under Issuer Trust Account operated by the Trustee on behalf of the Issuer, whether under trust or escrow, without notice to the Issuer, to pay any payments due to any Investor or QuickKash;
 - 7.5.2 instruct the Investor or any other third person proposing to make any payment to the Issuer, to make such payment directly to QuickKash; and
 - 7.5.3 make repayments of the Principal Offer Amount with the Sinking Fund upon default of Issuer.

For avoidance of doubt, monies held in the Trust Accounts shall only be withdrawn or dealt with solely for payment to persons entitled thereto based on instructions from QuickKash, unless otherwise instructed by SC or some other relevant authorities as provided under written law.

- 7.6 In the event that the Issuer fails to pay in full any instalment on the Repayment Date of the Principal Offer Amount or any other monies in accordance with the repayment schedule specified in the Investment Note, or fails to fully pay up the Principal Offer Amount and/or any other monies due upon the Maturity Date, the Investor authorises QuickKash or any party determined by QuickKash and/or QuickKash shall have the right to:
- 7.6.1 make payment of all monies owing by the Issuer under the Investment Note to the Investor by utilising the Sinking Fund and thereafter take over all the rights and responsibilities of the Investor under the Investment Note and Investor's T&C;
 - 7.6.2 treat the whole account of the Issuer as delinquent, and impose such overdue and/or administrative charge as set out in the Platform on the unpaid and overdue amounts (or such other amounts as QuickKash may prescribe from time to time) as at that date;
 - 7.6.3 impose late payment charge on the unpaid, overdue and/or outstanding amounts as at that date, at such minimum rate as set out in the Platform (or such other amount as may from time to time be prescribed by QuickKash), such late interest charge to be calculated and accrued on a daily basis.
 - 7.6.4 report such default in payment to the third-party credit bureaus;
 - 7.6.5 appoint such persons (including but not limited to third party professional debt collectors and/or legal firms) to collect from and/or institute proceedings against the

Issuer for all monies owing and unpaid by the Issuer. The debt owing under the Investment Note may be assigned by the Investors to QuickKash or a company appointed by QuickKash; and

- 7.6.6 undertake such action as may from time to time be authorised by the Investors.
- 7.7 QuickKash may, at any time, in its absolute discretion, at the cost and expense of the Issuer, restructure the terms for repayment any monies owing under the Investment Note in any manner it deems fit, including seeking security or additional security to secure all monies owing.
- 7.8 The Investor shall, unless with the prior consent of QuickKash, not be at liberty to contact the Issuer for any purpose whatsoever.
- 7.9 The Investor further authorises QuickKash to, at the absolute discretion of QuickKash, commence legal proceedings on behalf of the Investor against the Issuer to recover any amount due under the Investment Note.
- 7.10 For avoidance of doubt, the Investor hereby authorises and appoints QuickKash or any party determined by QuickKash to act or assume the rights and responsibilities of the Investor, at the absolute discretion of QuickKash, in any manner QuickKash deems fit (including agreeing with the Issuer and/or Security Party (where relevant) to any settlement or restructuring of the Financing) in connection with recovery of any outstanding and overdue monies owing by the Issuer under the Investment Note and the Issuer's T&C, including but not limited to instituting legal proceedings to recover the said monies.
- 7.11 Upon receiving all the monies due and owing by the Issuer, the Investor hereby agrees that QuickKash or any party determined by QuickKash shall assume or take over its rights and responsibilities under the Investment Note and Investor's T&C to QuickKash or any party determined by QuickKash, who may, in its discretion, sell the Investment Note, commence legal proceedings against the Issuer to recover such sums or other means.

8. SECURITY

- 8.1 QuickKash shall be entitled to obtain Security from the Issuer to secure the obligations of the Issuer under the Issuer's T&C and/or the Investment Note.
- 8.2 Upon receiving all the monies due and owing by the Issuer, the Investor hereby agrees that QuickKash or any party determined by QuickKash shall assume or take over its rights and responsibilities under the Investment Note and Investor's T&C to QuickKash or any party determined by QuickKash including any dealings or enforcement of the Security.
- 8.3 The Investor agrees that any Security held by QuickKash in respect of an Investment Note shall generally operate to secure all monies due from the Issuer to all Investors on the Platform from time to time.

9. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 9.1 The Investor represents, warrants, undertakes and agrees as follows:
 - 9.1.1 The Investor represents that it is an investor from only either of the following categories of investors:
 - (a) a sophisticated investor or an angel investor as defined in the SC Guideline;
 - (b) a retail investor.

In the event the Investor is a retail investor, it hereby declares that it has not subscribed and shall not subscribe to an amount that is more than Ringgit Malaysia Fifty Thousand (RM50,000.00) only on P2P Platforms in total at any one time and for any period of time;

- 9.1.2 the Investor is not and shall not be engaged in the business of money-lending or in any activity that, in conjunction with the proposed lending through the Platform, might constitute the business of money-lending;
 - 9.1.3 the Investor is familiar with the functions of and understands the risks in the mechanism of the Platform and in subscribing for Investment Notes. The Investor represents that it understands the potential loss of some or all of amounts provided by the Investor in subscribing to any Investment Request on the Platform, acknowledges other risk factors and agrees that it shall not hold QuickKash liable for whatever loss or damage suffered by the Investor as a result of subscribing to all Investment Requests on the Platform;
 - 9.1.4 the Investor acknowledges and represents that all monies to fund an Offer will be transferred into the Investor Trust Account prior to submitting an Offer. The Investor understands and acknowledges that no leverage or assistance shall be extended by QuickKash to the Investor to fund any Offer;
 - 9.1.5 any Offer made shall be irrevocable. The acceptance of any Offer through the Platform shall not constitute any legal obligation on the part of QuickKash to process the Offer and such Offer may be withdrawn or terminated by QuickKash in its absolute discretion at any time;
 - 9.1.6 the Investor shall not act in any manner that constitutes a breach of any term of this Investor's T&C, the Terms and Conditions to Investment Note, the Privacy Policy, and the Code of Conduct.
- 9.2 The Investor further undertakes and warrants to QuickKash as follows:
- 9.2.1 All information and documents provided by the Investor and/or submitted to QuickKash represent the true state of affairs of the Investor or are true, accurate and complete and is not false or misleading or contain any material omission;
 - 9.2.2 the Investor has the power and authority to enter into and perform its obligations under this Investor's T&C and that this Investor's T&C, when executed, constitutes valid and legally binding obligations enforceable against the Investor in accordance with the terms herein;
 - 9.2.3 all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents), in order (i) to enable the Investor lawfully to enter into, exercise its rights and perform and comply with its obligations under this Investor's T&C and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
 - 9.2.4 the execution and delivery of, and the performance by it of its obligations under this Investor's T&C do not:
 - (a) infringe, or constitute a default under, any instrument, contract, document or Investor's T&C to which it is a party or by which it or its assets are bound; or
 - (b) result in a breach of any law, rule, regulation, ordinance, order, judgement or decree of or undertaking to any court, government body, statutory authority or

regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council) to which it is a party or by which it or its assets are bound, whether in Malaysia or elsewhere; and

- 9.2.5 no litigation, arbitration or administrative proceedings are taking place, pending or, to the Investor's knowledge, threatened against it, any of its directors or any of its assets, which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or conditions, or its ability to perform its obligations under this Investor's T&C.

10. TAXATION

- 10.1 Unless otherwise specified, all the fees applicable for this Platform and/or contained in the Fee Schedule, are exclusive of all taxes (including but not limited to Goods & Services Tax (GST)), customs, duties, fees or other amounts, assessed and imposed by the government authorities in Malaysia (current and/or future) and shall be fully borne by the Investor.
- 10.2 If QuickKash is required by any applicable law to make any withholding in respect of any taxes for the returns on the Investment Note due to the Investor under this Investor's T&C, QuickKash shall remit the applicable withholding tax to the tax authority and shall pay the net amount to the Investor. QuickKash will furnish the Investor with all official receipts evidencing payment of taxes to the appropriate taxing authority.
- 10.3 You acknowledge and agree that you are responsible to obtain your own tax advice in connection with your investment in and returns on the Lending.

11. EVENT OF DEFAULT

- 11.1 QuickKash reserves the right to restrict, temporarily or permanently suspend or terminate the Services, at any time, without incurring liability of any kind to the Investor, if any of the following events occur:
- 11.1.1 any representation or warranty made by the Investor under this Investor's T&C or through the Platform or Services is incomplete, untrue, incorrect or misleading in any material respect;
- 11.1.2 the Investor has breached the terms of this Investor's T&C, the Privacy Policy or the Code of Conduct or the Terms and Conditions to the Investment Note or a breach is reasonably suspected by QuickKash to occur to any term of this Investor's T&C or Terms and Conditions to the Investment Note, any Security Documents, the Privacy Policy or the Code of Conduct;
- 11.1.3 the Investor or any of its directors or shareholders, as the case maybe, is charged in any court of law with any criminal offence or is reasonably suspected by QuickKash of having committed any criminal offence;
- 11.1.4 the Investor uses the Platform in a manner detrimental to QuickKash or to disrupt use of the Platform by other users;
- 11.1.5 any indebtedness of the Investor or (if applicable) any of the subsidiaries or associate companies or parent company of the Investor becomes due or capable of being declared due before its stated maturity, any guarantee or similar obligation of the Investor or (if applicable) any of the subsidiaries or associate companies or parent company of the Investor is not discharged at maturity or when called or the investor

or (if applicable) any of the subsidiaries or associate companies or parent company of the Investor goes into default under, or commits a breach of, any instrument or Investor's T&C relating to any such indebtedness, guarantee or other obligation or when the security of such indebtedness becomes enforceable.

- 11.2 Provided that there is no Investment Note currently in force between the Investor and an Issuer and provided that there are no outstanding fees, costs or expenses to be paid to QuickKash or any Issuer, the Investor may terminate this Investor's T&C.
- 11.3 Upon termination of the Investor's T&C, QuickKash shall credit into the bank account provided by the Investor any funds left in the Investor Trust Account that belongs to the Investor.
- 11.4 The Investor agrees that QuickKash shall be, in its sole discretion, at any time, entitled to, by notice in writing to the Issuer, bring forward the date for payment of the Principal Offer Amount in its entirety to such date as QuickKash may specify in the notice, including requirement immediate payment of the entirety of the Principal Offer Amount.

12. **FORCE MAJEURE**

- 12.1 QuickKash shall not be in breach of this Investor's T&C, nor liable for any failure or delay in the performance of any other obligations under this Investor's T&C arising from or attributable to acts, events, omissions, accidents beyond its reasonable control, including but not limited to any of the following:
 - 12.1.1 Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
 - 12.1.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - 12.1.3 terrorist attack, civil war, civil commotions or riots;
 - 12.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 12.1.5 fire, explosion or accidental damage;
 - 12.1.6 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
 - 12.1.7 interruption or failure of utility service, including but not limited to electric power, gas or water;
 - 12.1.8 any labour disputes, including but not limited to strikes, industrial action or lockouts;
 - 12.1.9 any interruption to the Platform or Services outside the reasonable control of QuickKash; and/or
 - 12.1.10 acts of any government or authority.
- 12.2 In the event that any delay or non-performance as a result of a Force Majeure Event continues for a period for more than one hundred and twenty (120) days, QuickKash shall have the right to terminate this Investor's T&C by giving the Issuer fourteen (14) days' notice in writing prior to such termination without affecting any rights accrued prior to such termination.

13. **INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The names, images and logos ("**Marks**") identifying QuickKash or third parties and their products and services are subject to copyright, design rights and trademarks of QuickKash and/or third

parties, and all rights to the Marks are expressly reserved by QuicKash or the relevant third parties. Nothing contained in this Investor's T&C shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of QuicKash or any other third party, without the prior written consent of QuicKash or such third party. The name of QuicKash or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of QuicKash.

- 13.2 QuicKash and its affiliates and licensors own and retain all right, title and interest in and to (a) the Platform; (b) all hardware, software, and other items used to provide the Services; and (c) all materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Platform, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by QuicKash, the Investor shall not copy, modify, publish, transmit, distribute, perform, display or sell any of QuicKash's proprietary information. The Investor shall also not decompile, reverse engineer or otherwise attempt to discover the source code of any content available on the Platform except under the specific circumstances expressly permitted by law or QuicKash in writing.
- 13.3 By submitting, posting or displaying content on or through the Platform, the Investor grants to QuicKash a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Platform for the purpose of displaying, distributing and promoting the Platform or any other of our Services. The Investor further grants to QuicKash an irrevocable non-exclusive license to use such content submitted, posted or displayed, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of Services. QuicKash reserves the right to retain an archival record of all such content including those deleted or removed by the Investor.
- 13.4 In the event that the Investor downloads any software, applications or script from the Platform, the software applications or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed to the Investor by QuicKash on a non-exclusive, non-transferable, and non-sublicense able basis for the sole purpose only of utilizing the Services in accordance with this Investor's T&C, the Privacy and Data Protection Policy and the Code of Conduct Policy. For the avoidance of doubt, QuicKash does not transfer title ownership or any other rights to the Software to the Investor. The Investor shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at the Investor's own risk.

14. **DISCLAIMERS**

- 14.1 The Investor acknowledges that QuicKash's role is to operate the Platform whereby parties who require financing can be matched with parties who are prepared to provide the financing through being hosted on the Platform, facilitate payments and collection of sums due under or in connection with Investment Notes. Save as set out in this Investor's T&C and the Issuer's Investor's T&C, QuicKash will not perform any management or administrative functions on the Investor's behalf. QuicKash does not in any manner warrant that any Offer can or will be accepted, or that any or that any Issuer will perform the terms of the Investment Note in accordance with the terms thereof. QuicKash is not a party to any Investment Note.
- 14.2 The Investor understands and acknowledges that the funds placed by the Investors and the Issuer in the Investor Trust Accounts and Issuer Trust Account are monies of the Investors and

the Issuer respectively, to be applied for purposes directed by the Investors and the Issuer respectively under the terms of the SC Guideline.

- 14.3 The content and material available on the Platform is for information purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to raise funds, buy or sell investments, securities or any other financial services or banking product. The Investor shall not rely on any information contained in the Platform in making an investment, lending or other decision but shall obtain appropriate specific independent professional advice in connection therewith. Nothing contained in the Platform constitutes or should be construed to constitute investment, legal, tax, leverage financing, fund raising or other advice. In particular, calculations that the Platform may provide in relation to the likely rate of return on Investment Notes successfully issued through the Platform are for guidance purposes only and shall not be regarded as guaranteed.
- 14.4 The Investor acknowledges that the use of the Platform and Services involves risks, including without limitation, the risk of the Platform discontinuing its services and the risk that Issuers will not repay in full the Principal Offer Amount. QuickKash's obligation to make any payment on an Investment Note is wholly dependent upon an Issuer paying QuickKash on the corresponding Investment Note in which the Investor has invested. The risk of investing means that the Investor may lose all or most of their investment. The Investment Notes are not guaranteed or insured by any governmental agency or instrumentality or any third party. QuickKash shall not in any manner be responsible to the Investor for the conduct of the Issuer and shall not be liable if the Issuer takes any action (including but not limited to harassment of the Investor or its director or shareholders) or proceeding against the Investor.
- 14.5 QuickKash will use reasonable efforts to the best of its ability in the enforcement of legal rights on behalf of the Investor in the event that the Issuers do not repay their Investment Notes. The Investor acknowledges the risk in subscribing for Investment Notes over the Platform, and that QuickKash does not guarantee that all Investment Notes will be fully repaid and all unpaid amounts can be fully recovered by QuickKash. The Investor acknowledges and agrees that QuickKash shall not be liable in the event that any Issuer fails to fully repay its Investment Notes and QuickKash is unable to fully recover the unpaid amounts.
- 14.6 The credit scoring of each Issuer is based on information provided by the Issuer and credit information obtained from third party credit bureaus. QuickKash does not edit the information provided by the Issuer or the third-party credit bureaus. QuickKash makes no representation or warranty as to the accuracy, reliability or validity of the data and information displayed on the Platform in relation to the Issuers and the Investment Requests, and as to whether such information is updated or error free.
- 14.7 The credit scoring for each Issuer is intended to be informative only and the Investor is to form its own opinion regarding the creditworthiness of an Issuer and undertake its own research, analysis, assessment of each Issuer for each Investment Note and, where appropriate, seek its own independent financial advice.
- 14.8 QuickKash accepts no responsibility and disclaims all liability for any information about an Issuer made available to the Investor or through the Platform or in respect of the credit scoring for each Issuer.
- 14.9 In making a decision to fund an Investment Note, the Investor must rely on its own evaluation of the Issuer, including the merits and risks involved in the Investment Note. The information contained on the Platform shall in no way be construed to constitute a recommendation or an

endorsement with respect to the Investment Requests or the Issuers. QuickKash is in no way making a warranty or representation as to the Issuers, the ability of Issuers to pay, and their credit risk, and QuickKash is in no way liable for the debts of Issuers. The Investor is offering and lending entirely at its own risk. The Investor retains complete control and discretion over whether or not to fund any Investment Note by any Issuer and on what terms and over all other aspects of its participation in the Platform and Investment Notes issued through it. Nothing QuickKash does and nothing on the Platform is intended to operate or be construed as advice or recommendation by QuickKash to enter into a particular Investment Note.

- 14.10 The Investor acknowledges and confirms that the Investor has carefully considered the risks involved in lending the money through our Platform and that the Investor's participation in any Financing is entirely at your own risk. The Investor is deemed to have read and understood QuickKash's Risk Disclosure Notice (enclosed with this Investor's T&C) before investing.
- 14.11 QuickKash does not guarantee that there will be sufficient offers to fully fund Investment Requests and allow the funds of the Investor to be financed, or that there will be sufficient Issuers for the Investor to lend to.
- 14.12 The Platform is provided "AS IS" on an "IS AVAILABLE" basis without any representation or any kind of warranty whatsoever (whether expressed or implied by law). QuickKash expressly disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.
- 14.13 Without limiting the foregoing, QuickKash does not warrant that the Services, functions contained in or access to the Platform or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Platform or its contents are free of infection by computer viruses, and/or other harmful or corrupting code, programme, macro and such other unauthorized software, or that the download, installation or use of any Software or content of Platform in or with any computer will not affect the functionality or performance of the Investor's computer. The Investor (and not QuickKash) shall assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in the computer. The Investor agrees not to hold QuickKash liable for the loss of any of the content in its computer that is due to any circumstances beyond the control of QuickKash.
- 14.14 The Investor agrees that QuickKash has no responsibility or liability for the deletion or failure to store any content maintained or posted by or through the Platform.
- 14.15 The Platform contains links to other websites that are not maintained by QuickKash. Similarly, other websites may contain links to the Platform. QuickKash has no control over such sites and resources, and the Investor acknowledges and agrees that QuickKash is not responsible for the availability or contents of those websites and shall not be liable for any damages or injury arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to the Investor as a user of the Platform, and does not imply QuickKash's endorsement of the linked website or association with their operators. QuickKash disclaims all responsibility and liability, direct or indirect, for any damage or loss (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at the Investor's own risk.

14.16 Where QuickKash has, on behalf of the Investor, implemented or requested for Security from an Issuer in respect of an Investment Note, the Investor acknowledges and accepts that the enforceability of such Security shall be subject to the normal legal risks and limitations associated with securities, and that QuickKash does not represent that it has ensured that any individual or legal entity providing such security has been independently advised on the impact of the provision of such security. The Investor further acknowledges that securities can be open to challenges in circumstances where the security party granting the security has been subject to undue pressure or influence or is a party to unconscionable conduct.

15. **LIMITATION OF LIABILITY**

15.1 QuickKash and its Agents shall not be liable for any direct, indirect, punitive, incidental, special, consequential damages, losses, expenses, liabilities under any causes of action or any damages whatsoever, including, without limitation, damages for loss of use or data, loss of opportunity, loss of goodwill, loss of profits (whether revenue or anticipated profits) or losses to third parties, arising out of or in any way connected with:

15.1.1 the use or performance of the Platform or Services;

15.1.2 the delay or inability to use the Platform or Services;

15.1.3 the provision of or failure to provide the Platform or Services;

15.1.4 any information, data, software, products, services and related graphics obtained through the Platform or Services;

15.1.5 any reliance on any statement, opinion, representation or information on the Platform or Services;

15.1.6 the inability of the Investor to fully fund any Investment Requests through the Platform;

15.1.7 otherwise arising out of the use of this Platform or Services, whether based on contract, tort, strict liability or otherwise, except where such loss or damage arises from the breach of this Investor's T&C by QuickKash or was caused by the negligence, wilful default or fraud by QuickKash.

15.2 In the event that QuickKash is sued for damages, the Issuer agrees that QuickKash's aggregate liability to the Issuer for any and all damages, losses and causes of action (whether in contract, tort including, without limitation, negligence, or otherwise) in relation to the Platform and the Services shall not exceed the total amount as shall be prescribed on the Platform.

15.3 Without prejudice to the other provisions herein, the Investor hereby agrees to indemnify and hold QuickKash and its Agents (collectively all called "**Indemnified Parties**"), harmless at all times against all actions, proceedings, costs, claims, expenses (including all legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever and howsoever arising, including without limitation claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses which the Indemnified Parties may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the access to and/or the use of the Platform or Services by the Investor, whether or not such access or use was authorised or whether it was due to any act or omission on its part, the breach of this Investor's T&C by the Investor, the violation by the

Investor of any rights of another person or entity or the breach by the Investor of any statutory requirement, duty or law.

16. NOTICES

16.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Investor's T&C or such other address as the recipient may designate by earlier notice given to the sender. Any such notice may be delivered personally or by normal or registered mail or telex or facsimile transmission, and shall be deemed to have been served if any personal delivery, at the time of delivery, if by mail, forty eight (48) hours after posting, if by telex transmission, on the date the recipient's answerback is received or if by facsimile, upon receipt of the confirmation copy of transmission.

17. GENERAL

17.1 **No Partnership.** Nothing in this Investor's T&C shall constitute a Party as a partner of the other. Nothing in this Investor's T&C is intended to constitute a Party as an agent of the other and except as otherwise expressly provided under this Investor's T&C, no Party shall have any power or authority to act in the name or on behalf of or to incur or accept any liability or obligation binding upon the other Party except with the prior written consent of the other Party.

17.2 **Further Assurance.** Each Party shall execute such other documents, do such acts and things and take such further actions as may be reasonably required or desirable to give full effect to the provisions of this Investor's T&C and the transactions hereunder and each Party shall use its best endeavours to procure that any necessary third party shall execute such documents, do such acts and things and take such further actions as may be reasonably required for giving full effect to the provisions of this Investor's T&C and the transactions hereunder.

17.3 **Time of Essence.** Time shall be of the essence of this Investor's T&C.

17.4 **Remedies.** No remedy conferred by any of the provisions of this Investor's T&C is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party hereto shall not constitute a waiver by such Party of the right to pursue other available remedies. No failure on the part of a Party hereto to exercise, and no delay in exercising any right under this Investor's T&C will operate as a waiver thereof, nor will any single or partial exercise of any right under this Investor's T&C preclude any other or further exercise of any right thereof or of the exercise of any other right.

17.5 **Release and Indulgence.** Any liability to any Party hereto may in whole or in part be released, compounded or compromised or time or indulgence given by that Party in that Party's absolute discretion as regards the other Party hereto under such liability without in any way prejudicing or affecting the first Party's rights against the second Party.

17.6 **Assignment.** Save as provided for in this Investor's T&C, Investors shall not have the right to assign or transfer any of such rights, undertakings, Investor's T&Cs, duties, liabilities and/or obligations hereunder.

17.7 **Successors Bound.** This Investor's T&C shall be binding on and shall enure for the benefit of the successors in title and assigns of each of the parties hereto.

- 17.8 **Entire Investor's T&C.** This Investor's T&C and the documents referred to in this Investor's T&C collectively constitutes the entire Investor's T&C agreed upon by the Parties as to the subject matter of the same and supersedes any previous Investor's T&C whether such be written or oral, with respect to the subject matter hereof. Each Party hereby acknowledges that in entering into this Investor's T&C it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.
- 17.9 **Amendment.** QuickKash reserves the right to supplement, vary or amend the terms of this Investor's T&C from time to time immediately upon notification to the Investor. Changes to this Investor's T&C will be posted on the homepage of the Platform or specifically notified by QuickKash, and the "Last Updated" date at the top of this Investor's T&C will be revised. It is the responsibility of the Investor to review this Investor's T&C upon each access or use to ensure that it are aware of any changes made by QuickKash. The continued access or use of the Platform and/or the Services by the Investor after changes are posted constitutes its Investor's T&C to be legally bound by this Investor's T&C as updated and/or amended and for such revised Investor's T&C to apply to all current and past usage by the Investor of this Platform. In the event that the Investor does not agree to any of the changes, QuickKash not obliged to continue providing the Investor with any Service, and the Investor must stop using the Platform and Services.
- 17.10 **Survival on Termination.** All disclaimers, indemnities and exclusions in this Investor's T&C shall survive the termination of this Investor's T&C by any reason.
- 17.11 **Severance.** Notwithstanding that any provision of this Investor's T&C or part thereof may prove to be illegal or unenforceable or void, the remaining provisions of this Investor's T&C shall continue to be in full force and effect
- 17.12 **Law.** This Investor's T&C shall be governed by, and construed in accordance with the laws of Malaysia and the parties hereto submit to the exclusive jurisdiction of the Malaysian Courts in respect of any dispute or matter arising out of or connected with this Investor's T&C and/or the documents referred to herein.

SIGNED BY

You, as the Investor, by ticking the box confirming that you have read and understood the terms and conditions and agree to be bound by the terms of this Investor's T&C.

Investor's Risk Disclosure Notice

This Risk Disclosure Notice forms part of the Investor's Terms & Conditions.

QuickKash does not, expressly or impliedly, directly or indirectly, guarantee or make any representation or warranty concerning the completeness, adequacy or accuracy of this risk disclosures notice. This brief statement does not disclose all of the risks and other significant aspects of lending to businesses. You should, therefore, carefully study and consider the merits and demerits and take independent professional advice before becoming involved in lending transactions. You should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk, keeping in mind your financial resources.

Assessment on suitability

Before opening an account for you, QuickKash is required to make an assessment whether it is appropriate for you, and to warn you, on the basis of the information you provide to us, whether the services offered by us are appropriate for you. Any decision whether or not to open an account, and on whether or not you understand the risks, is yours.

No Advice

QuickKash does not provide any advice related to lending decisions you make. Sometimes we do provide factual information and information about transaction procedures, potential risks involved and how those risks may be minimised, but any decisions made to lend must be yours based on your own assessment of risk associated with the financing you choose.

Fees and Charges

Our costs and charges will be provided to you or set out on our website. Please be aware of all costs and charges that apply to you or the Issuers, because such costs and charges will affect your return on lending.

Risk Disclosures

The Issuers that QuickKash may introduce you to, are private businesses. When considering investing in private companies, you must take into account the risks inherent in the transaction.

- From the information we supply to you or through using our website you can make financings to unlisted companies which may be start-up or newly formed entities in the SME sector looking for funding to either support their operations or start a new project or in process of launching

new product. With no long successful history or track record, your financing will be at a risk of losing significant value.

- Due to nature of the investment the Investor will not be able to cancel his financing or ask for the return of his capital.
- Where you are considering lending to sole proprietorship, partnership, including a limited liability partnership, private limited company or an unlisted public company, bear in mind the risk that the Issuer may not be able to meet its repayment obligations.
- Money which is invested to an Issuer may be unsecured. Therefore in case of failure of the Issuer to repay debt, the Investor will rank equally with all other unsecured creditors. In the event any form of security is offered to the Investor for the financing, Investors should take sensible steps to verify the enforceability of the security and to determine for themselves whether it provides adequate security, by seeking independent legal advice.
- Financings made to sole proprietorship, partnership, including a limited liability partnership, private limited company or an unlisted public company are not readily realisable like other investments in listed companies where a readily available secondary market exists for debt. Therefore before making any lending decisions you should assess your future financial needs as you may not be able to find an immediate buyer for your financing in unlisted companies.
- When lending money to an Issuer, the Investor will have no control over the day to day operations of the Issuer.
- At the time of making any financing you can review the terms of the Issuer Investor's T&C, Terms and Conditions to the Investment Note and other related documents. We urge you to read these terms and conditions carefully and seek independent legal advice on their meaning and effect. We will not be liable to you for any failure by the Issuer to honour rights attaching to financings.
- Investors should consider whether the Issuer's application sufficiently describes the various risks and conflicts of interest relating to the applicant business, the application and Issuer's operations. QuickKash have no ability to assess whether all such risks have been accurately described or disclosed and will not have any responsibility for any failure to do so. Before making any investment or lending decisions, you should fully assess the risks involved and should query any matters where you feel inadequate risk disclosures have been made.

Warning

Prospective Investors should note that past performance should not be seen as an indication of future performance. The value of a financing and the income from it can fall as well as rise and Investors may not get back the amount originally financed. Therefore you should only make investment which you can afford to lose without having any significant impact on your overall financial position or commitments. Taxation levels, bases and reliefs may change if the law changes and independent advice should be sought. QuickKash shall not be liable for any legal, investment or tax issues in

connection with any financing you decide to make through our website or from information we have provided to you.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF THE PEER TO PEER FINANCING MARKET. THIS NOTICE PROVIDES YOU WITH INFORMATION ABOUT THE RISKS ASSOCIATED WITH THE INVESTMENT, BUT IT CANNOT EXPLAIN ALL OF THE RISKS NOR HOW SUCH RISKS RELATE TO YOUR PERSONAL CIRCUMSTANCES. IF YOU ARE IN DOUBT, YOU SHOULD SEEK PROFESSIONAL ADVICE BEFORE INVESTING.