

**ISSUER'S TERMS & CONDITIONS
P2P FINANCING**

1. INTRODUCTION

- 1.1 This document outlines the terms and conditions (T&C) between Issuer ("Issuer" or "you") and QuickKash Malaysia Sdn Bhd ("QuickKash" or "us" or "we" or "our") which governs your obligations as an Issuer on this Platform provided by us.
- 1.2 The terms and conditions (T&C) contained in this document govern your roles and obligations as an Issuer having obtained financing via this P2P Platform.
- 1.3 The Issuer's digital signatures constitute his acceptance to be bound by this Issuer's Terms & Conditions.
- 1.4 By accepting the Investment Note you are deemed to have read and fully understood these terms carefully.

2. INTERPRETATION

- 2.1 In this 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;

"Business Day" means a day when banks in Selangor 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 (including its updated address from time to time);

"Default Fee" means fees payable to QuickKash until the terms of repayment have been regularised. A fee of RM100.00 per month is imposed for default between 1-60 days and RM200.00 per month for default for over 60 days;

Repayment Frequency	Default Fee (RM)
Monthly	100.00 (each for the first 2 months defaulted)
Monthly	200.00 (each from 3rd month of default onwards)

"Event of Default" means any one of the events set out in Clause 7;

“Financing” means the amount of financing referred to in the Investment Note;

“Force Majeure Event” means any of the events set out in Clause 8;

“Investor” means a party who is registered with QuicKash and has made an investment as reflected in the Investment Note;

“Investment Note” means each Investment Note issued by the issuer which is successfully funded;

“Issuer” means the party who has requested for an Investment Note to be hosted on the Platform;

“Issuer’s T&C” means the T&C entered into or to be entered into by the Issuer in relation to the financing under an Investment Note;

“Material Adverse Change” means, in the absolute opinion of QuicKash, a change in the ability of the Issuer and/or the Security Party to perform its obligations under the Issuer’s T&C and/or the Security Documents as a result of an adverse change having occurred or will possibly occur;

“Maturity Date” means the date on which the full outstanding amount of the Investment Note will be due and payable;

“Monthly Repayment” means monthly repayment of the principal and interest accrued to the Investors in accordance with repayment schedule specified in the Investment Note;

“Overdue Fees” means Default Fee plus Penalty Fee;

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

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

“Penalty Fee” means fees payable by the issuer at 30% p.a. (calculated on daily rest basis) on arrears which will start to accrue one (1) day after the due date;

$$\frac{\text{Repayment amount} \times 30/100 \times \text{number of days overdue}}{360 \text{ days}}$$

“Platform” means P2P Platform operated by QuicKash;

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

“Prolonged Interest” means additional interest chargeable to the Issuer in favor of the Investors in the event the repayment schedule pursuant to the Investment Note is restructured;

“QuickKash” means **QuickKash Malaysia Sdn Bhd (Company No. 201701007737 (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;

“Recovery Fee” means reimbursement for cost and expenses incurred by QuickKash in recovering the outstanding amount from the Issuer;

“Restructure Fee” means fees imposed by QuickKash on the Issuer towards restructuring the repayment schedule in the Investment Note;

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

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

“SC Guideline” means the updated SC Guidelines SC-GC/6-2015 (R5-2020) dated **05.05.2020** (as amended from time to time) pursuant whereof P2P financing is regulated;

“Security” means such security acceptable to QuickKash to secure the obligations of the Issuer under the Investment Note, which includes personal or third-party 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 this T&C;

“Services” means the services rendered by QuickKash in relation to the Investment Note and this T&C.

- 2.2 Any reference in this T&C to "Clauses" is to the clauses of this T&C.
- 2.3 The headings to the Clauses are inserted for convenience only and shall not affect the interpretation of this 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 parties and 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. REPAYMENT OF THE INVESTMENT NOTE

3.1 For the repayment of the Financing, the Issuer shall make repayment in accordance to the Monthly Repayment. Issuer shall provide evidence and/or acknowledge from its bank that it has received standing instructions to make the monthly repayment to Repayment Trust Account at RHB.

3.2 The monthly or other scheduled repayments payable by the Issuer to each investor can be viewed in the Issuer's account under Financing Management section of the platform. The Issuer may repay the monthly or other repayments set up in the Investment Note early at any time.

4. REMEDIES TO QUICKASH

4.1 In the event that the Issuer fails to pay in accordance with the repayment schedule specified in the Investment Note, QuickKash shall have the right to, at the cost and expense of the Issuer:

4.1.1 make payment of all monies owing by the Issuer under the Investment Note (applicable only to Investment Note with principal guaranteed element) and this T&C to the Investor;

4.1.2 treat the whole account of the Issuer as delinquent, and impose 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;

4.1.3 impose Overdue Fees on the unpaid, overdue and/or outstanding amounts as at that date;

4.1.4 report such default in payment to third party credit bureaus;

4.1.5 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; and/or

4.1.6 undertake such action as may from time to time be deemed necessary by QuickKash.

4.2 To secure the obligations of the Issuer, QuickKash reserves the right to withhold up to 9% of the Financing amount granted prior to disbursing the same to the Issuer.

4.3 QuickKash may, upon request by the Issuer or 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. Prolonged Interest, Restructuring Fee and Recovery Fee, among others may be imposed in this regard.

4.4 The Issuer shall not, unless with the prior consent of QuickKash, be at liberty to contact the Investor for any purpose whatsoever.

5. SECURITY

- 5.1 QuickKash shall be entitled to obtain Security from the Issuer to secure the obligations of the Issuer under this T&C and/or the Investment Note.
- 5.2 In any enforcement of the Security, QuickKash shall be entitled to be repaid and indemnified out of the proceeds of any recovery under the Security and the Issuer agrees to indemnify QuickKash and its Agents (as security holder on behalf of all Investors), the Investors or any receiver and/or receiver and/or manager appointed by QuickKash (as the case may be) against all costs and expenses incurred by any of them in connection with the enforcement or preservation of rights under any Security on a full and unlimited indemnity basis, together with default interest at such amount from the date that the relevant cost was incurred until full payment or discharge of such costs.
- 5.3 The Issuer 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.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 6.1 The Issuer represents and warrants from time to time that:
- 6.1.1 The Issuer is duly incorporated under the laws of Malaysia, duly registered with CCM, and has full power and authority to conduct its business as currently conducted;
- 6.1.2 All information and documents provided by the Issuer to QuickKash represent the true state of affairs of the Issuer and are true, accurate and complete and is not false or misleading or contain any material omission;
- 6.1.3 If the Issuer is, or at any time becomes aware of circumstances, claims or potential claims which could or might result in a Material Adverse Change in the Issuer's financial condition, business or assets or occurrence of any event constituting an Event of Default or potential Event of Default, Issuer agrees with QuickKash that it will promptly provide to QuickKash full written details of such circumstances, claims, potential claims and/or occurrences;
- 6.1.4 The Issuer or through its authorized representative has the power, legal capacity and authority to enter into and perform its obligations under this T&C and the Investment Note, and that this T&C and the Investment Note, when executed, constitute valid and legally binding obligations enforceable against the Issuer in accordance with the terms herein and in the Investment Note;
- 6.1.5 All actions, conditions and things required to be taken, fulfilled and done (including obtaining of any necessary consents), in order (i) to enable the Issuer to lawfully enter into, exercise its rights and perform and comply with its obligations under this T&C and the Investment Note and (ii) to ensure that these obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
- 6.1.6 The execution and delivery of, and the performance by it of its obligations under this

T&C and the Investment Note do not:

- (a) infringe, or constitute a default under, any instrument, contract, document or T&C to which it is a party or by which it or its assets are bound; and
- (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;

6.1.7 No litigation, arbitration or administrative proceedings are taking place, pending or, to the Issuer's knowledge, threatened against it, any of its shareholders or 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 T&C and the Investment Note;

6.1.8 The Issuer shall not pass any resolution for the winding-up of the Issuer, nor cause a petition for winding-up to be presented against it, or the appointment of a receiver or receiver and manager of the its undertakings or assets.

7. EVENT OF DEFAULT

7.1 QuickKash reserves the right to restrict, suspend or terminate the Services, at any time, without incurring liability of any kind to the Issuer, and where possible, to recover all monies outstanding (including fees, charges and interests accrued) if any of the following events occur:

7.1.1 the Issuer fails to make any payment to QuickKash when due under the Investment Note and under this T&C

7.1.2 any representation or warranty made by the Issuer under this T&C or through the Platform or that of the Security Party under the Security Document is incomplete, untrue, incorrect or misleading in any material respect;

7.1.3 there is a breach or suspected breach by the Issuer or the Security Party, as the case may be, of the terms of this T&C or the Privacy Policy or the Code of Conduct;

7.1.4 the Issuer or Security Party or any of its directors or shareholders as the case may be, is charged in any court of law with any civil or criminal offence or is reasonably suspected by QuickKash of having committed any civil or criminal offence which could or might result in a Material Adverse Change in the Issuer's financial condition, business or assets or affect its liability to perform its obligations herein;

7.1.5 Any action or proceeding is taken for:

- (a) the suspension of payment or a moratorium of any obligation of the Issuer or Security Party to pay or repay money, present or future, actual or contingent;

- (b) winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Issuer or Security Party; or
 - (c) the appointment of a liquidator, receiver, administrator in respect of the Issuer or Security Party or any part of the undertaking or assets of the Issuer or Security Party;
- 7.1.6 there is a change in directors of the Issuer or Security Party or a divestment of any or all of the shareholding or any shareholder of the Issuer or Security Party, without the prior written consent of QuickKash being obtained;
- 7.1.7 the Issuer or Security Party commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness;
- 7.1.8 the Issuer or Security Party ceases, or threatens to cease, to carry on all or a substantial part of its business;
- 7.1.9 litigation, arbitration or administrative proceedings are initiated, pending or, to the Issuer's knowledge, threatened against the Issuer or Security Party or any of their directors or shareholders or any of their assets, as the case may be, which, if adversely determined, might reasonably be expected to have a material adverse effect on the business, assets or conditions, or its respective ability to perform its obligations under this T&C or the Investment Note or the Security Document;
- 7.1.10 the Financing is not used for the purposes stated or is used for illegal purposes;
- 7.1.11 the Issuer uses the Platform in a manner detrimental to QuickKash or to disrupt use of the Platform by other users;
- 7.1.12 the Issuer sells or disposes of the whole or substantial part of its undertaking, property or assets or ceases to carry on its business or a substantial part of its business as conducted by it when it entered into this T&C;
- 7.1.13 the Issuer (or if any person who has provided a guarantee and indemnity for the Financing) dies, becomes of unsound mind, bankrupt or makes a voluntary arrangement with a party whom they owe money to;
- 7.1.14 any indebtedness of the Issuer or (if applicable) any of the subsidiaries or associate companies or parent company of the Issuer is not discharged at maturity or when called or the Issuer or (if applicable) any of the subsidiaries or associate companies or parent company of the Issuer goes into default under, or commits a breach of, any instrument or T&C relating to any such indebtedness, guarantee or other obligation or when the security of such indebtedness becomes enforceable; or
- 7.1.15 any event or a series of events whether related or not has or have occurred which in QuickKash's opinion (which opinion shall be final and binding on the Issuer) could or

might affect or prejudice the ability or willingness of the Issuer to comply with all or any of its respective obligations hereunder.

- 7.2 Upon the occurrence of any of the events set out in Clause 8.1, QuickKash shall be, in its sole discretion, at any time, entitled to bring forward the date for payment of the Investment Note amount in its entirety or the amount that is outstanding as at the date of the said event to such date as QuickKash may specify.

8. FORCE MAJEURE

- 8.1 QuickKash shall not be liable for any failure or delay in the performance of any of its obligations under this T&C arising from or attributable to acts, events, omissions, accidents beyond its reasonable control, including but not limited to any of the following:

- (a) Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotions or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) fire, explosion or accidental damage;
- (f) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water;
- (h) any labour disputes, including but not limited to strikes, industrial action or lockouts;
- (i) any interruption to the Platform or Services outside the reasonable control of QuickKash; and/or
- (j) acts of any government or authority.

- 8.2 In the event that any delay or non-performance as a result of a Force Majeure Event continues for a period for more than ninety (90) days, QuickKash shall have the right to terminate this T&C by giving the Issuer and Investor fourteen (14) days' notice in writing prior to such termination without affecting any rights accrued prior to such termination.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 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 QuickKash or the relevant third parties. Nothing contained in this 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 QuickKash or any other third party, without the prior written consent of QuickKash or such third party. The name of QuickKash 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 QuickKash.

- 9.2 QuickKash 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 authorised by QuickKash, the Issuer shall not copy, modify, publish, transmit, distribute, perform, display or sell any of QuickKash's proprietary information. The Issuer 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 QuickKash in writing.
- 9.3 By submitting, posting or displaying content on or through the Platform, the Issuer grants to QuickKash 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 Issuer further grants to QuickKash 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. QuickKash reserves the right to retain an archival record of all such content including those deleted or removed by the Issuer.
- 9.4 In the event that the Issuer 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 Issuer by QuickKash on a non-exclusive, non-transferable, and non-sub licensable basis for the sole purpose only of utilising the Services in accordance with this T&C, the Privacy Policy and the Code of Conduct. For the avoidance of doubt, QuickKash does not transfer title ownership or any other rights to the Software to the Issuer. The Issuer shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at the Issuer's own risk.

10. DISCLAIMERS

- 10.1 Save as set out in this T&C and the Investor T&C, QuickKash will not perform any management or administrative functions on the Issuer's behalf. QuickKash is not a party to any Investment Note. QuickKash does not in any manner warrant that an Investment Request can or will be subscribed, or that any Investor will perform the terms of the Investment Note in accordance with the terms thereof.
- 10.2 The Issuer understands and acknowledges that the funds placed by the Investors and the Issuer in the Investor Trust Account 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.

- 10.3 The content and material available on the Platform is for information only and shall 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 Issuer should not rely on any information contained in the Platform in making a decision to raise funds, an investment or other decision but should obtain appropriate specific 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 costs of Investment Notes successfully issued through the Platform are for guidance purposes only and shall not be regarded as guaranteed.
- 10.4 The Issuer acknowledges that the use of the Platform and Services involves risks, including without limitation, the risk of the Platform discontinuing its services and the risks of Investment Requests not being fulfilled or fulfilled to the satisfaction of the Issuer. QuickKash shall not in any manner be responsible to the Issuer for the conduct of the Investor and shall not be liable if the Investor takes any action (including but not limited to harassment of the Issuer or its director or shareholders) or proceeding against the Issuer.
- 10.5 The Issuer acknowledges and agrees that this T&C and the hosting of the Issuer's requirement on the Platform do not in any way constitute an obligation on QuickKash to procure funding for the Issuer or constitute a warranty by QuickKash that such funding will be available.
- 10.6 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 all express, implied and statutory warranties, including without limitation, warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.
- 10.7 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 unauthorised 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 Issuer's computer. The Issuer (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 Issuer 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.
- 10.8 The Issuer 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.
- 10.9 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 Issuer 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 Issuer 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 Issuer's own risk.

11. LIMITATION OF LIABILITY

11.1 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:

11.1.1 the use or performance of the Platform or Services;

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

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

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

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

11.1.6 the inability of the Issuer to have its Investment Requests fully funded by Investors through the Platform;

11.1.7 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 T&C by QuickKash or was caused by the gross negligence, or wilful default or fraud of QuickKash.

11.2 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.

11.3 Without prejudice to the other provisions herein, the Issuer 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 Issuer, 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 T&C by the Issuer, the violation by the Issuer of any rights of another person or entity or the breach by the Issuer of any statutory requirement, duty or law.

12. NOTICES

12.1 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 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 or electronic mail, 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, if by facsimile, upon receipt of the confirmation copy of transmission or if by electronic mail, upon receipt of sent confirmation from the server.

13. GENERAL

13.1 **No Partnership.** Nothing in this T&C shall constitute a Party as a partner of the other. Nothing in this T&C is intended to constitute a Party as an agent of the other and except as otherwise expressly provided under this 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.

13.2 **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 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 T&C and the transactions hereunder.

13.3 **Time of Essence.** Time shall be of the essence of this T&C.

13.4 **Remedies.** No remedy conferred by any of the provisions of this 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 T&C will operate as a waiver thereof, nor will any

single or partial exercise of any right under this T&C preclude any other or further exercise of any right thereof or of the exercise of any other right.

- 13.5 **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.
- 13.6 **Assignment.** Issuer shall not have the right to assign or transfer any of such rights, undertakings, T&Cs, duties, liabilities and/or obligations hereunder. QuickKash shall have the right to assign this T&C with notice to the Issuer.
- 13.7 **Successors Bound.** This T&C and the documents referred to herein shall be binding on and shall enure for the benefit of the successors in title and assigns of each of the Parties hereto.
- 13.8 **Entire T&C.** This T&C, Terms and Conditions to the Investment Note and the documents referred to herein collectively constitutes the entire T&C agreed upon by the Parties as to the subject matter of the same and supersedes any previous T&C whether such be written or oral, with respect to the subject matter hereof. Each Party hereby acknowledges that in entering into this Terms and Conditions to the Investment Note and the documents referred to herein, it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.
- 13.9 **Amendment.** QuickKash reserves the right to supplement, vary or amend the terms of this T&C from time to time immediately upon notification to the Issuer. Changes to this 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 T&C will be revised. It is the responsibility of the Issuer to review this T&C upon each access or use to ensure that it is aware of any changes made by QuickKash. The continued access or use of the Platform and/or the Services by the Issuer after changes are posted constitutes its T&C to be legally bound by this T&C as updated and/or amended and for such revised T&C to apply to all current and past usage by the Issuer of this Platform. In the event the Issuer does not agree to any of the changes, QuickKash shall not be obliged to continue providing the Issuer with any Service, and the Issuer must stop using the Platform and Services.
- 13.10 **Survival on Termination.** All disclaimers, indemnities and exclusions in this T&C shall survive the termination of this T&C.
- 13.11 **Severance.** Notwithstanding that any provision of this T&C or part thereof may prove to be illegal or unenforceable or void, the remaining provisions of this T&C shall continue to be in full force and effect.
- 13.12 **Inconsistency.** In the event of inconsistency between this T&C and the Issuer Hosting T&C and the Investment Note, this T&C shall prevail to the extent of such inconsistency for the purposes herein, followed by the Issuer Hosting T&C.
- 13.13 **Law.** This 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 courts in Malaysia in respect of any

dispute or matter arising out of or connected with this T&C and/or the documents referred to herein.

SIGNED BY

You, as the Issuer, 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 T&C.