

Investor Terms

Fundaztic.com (the “Platform”) offers both Conventional and Syariah Compliant products. The FUNDING CONDITIONS as contained herein have distinctive parts covering the Conventional products and for the Syariah Compliant products intended for clear segregation of the funding conditions involved. Please read carefully to understand and be aware of the underlying rules, processes, procedures, terms and conditions of the two separate product offerings before you proceed.

CONVENTIONAL PRODUCTS

1. Introduction

If you wish to become an investor on Fundaztic for the purpose of providing funding to issuers, you must first register with us and meet our eligibility criteria in the manner hereinafter set out. Only upon being registered will you be able to apply to become an investor on the Fundaztic online funding platform (“Platform”). Additionally, to determine eligibility for investing in different product types, you will be required to declare the source your investment income. Any amendments on declarations made can only be done by you and such amendments may be subject to fees and charges of which will be made known upfront via the Platform.

2. Interpretation

2.1 Unless the context otherwise requires, reference in these Investor Terms to:

- (a) persons include individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having a separate legal personality and irrespective of their jurisdiction or origin, incorporation or residence);
- (b) a party means a party to these Investor Terms and includes its successors and permitted assigns;

- (c) references to "Peoplender" "we", "us" and "our" means Peoplender Sdn Bhd;
 - (d) references to "you" and "your" mean you as an investor and/ or a user of the services provided via the Platform, whether as an individual or on behalf of the entity you represent, provided in each case that the investor criteria set out below are satisfied;
 - (e) references to a "business day" mean any day except a Saturday, Sunday or public holiday and on which banks in Kuala Lumpur are open for business;
 - (f) the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - (g) the singular includes the plural (and vice versa) and use of any gender includes the other genders.
- 2.2 The headings in these Investor Terms are for convenience only and shall not affect the construction or interpretation of these Investor Terms.
- 2.3 The term "issuer" in these Investor Terms shall, in reference to an entity established as a partnership or sole proprietorship, include, where the context requires, any partner or sole proprietor of such issuer.

3. Eligible Investors

- 3.1 To become an investor on the Platform you must meet the following minimum eligibility criteria (for the purpose of these Investor Terms, an eligible investor shall be referred to as the "**Investor**"):-
- (a) you must be an individual, or a business in the form of a sole proprietorship, partnership, limited liability partnership, limited company, public body (e.g. a governmental or quasi-governmental entity or statutory body) or other legal entity, and must not be a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia;
 - (b) if you are providing funding in your capacity as an individual you must (i) be 18 years old or above; (ii) complete the investor profiling questionnaire available on the Platform, if and when required by us; (iii) provide evidence of a permanent residence address in Malaysia; and (iv) provide a copy of your national registration identity card or passport. If you are not a Malaysian citizen, you will only be eligible to invest on the Platform if you are a "resident" for the purpose of the Malaysian Income Tax Act 1967, and

we may, for this purpose, require you to provide us with your income tax registration number as provided by the Malaysian tax authorities;

- (c) if you represent a business, you must ensure that the business (i) has an existing and current valid business registration document(s), or company registration document(s) and/or trade licence, as the case may be, issued by the appropriate authorities in Malaysia; and (ii) has a permanent place of business within Malaysia;
- (d) if you are a public body, you must be able to provide documentary evidence that proves that the body is valid and has been established in Malaysia in accordance with any applicable laws;
- (e) you must have, and maintain, a valid Malaysian bank account established and maintained with a bank licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013; and
- (f) you must register your details on the Platform.

For the avoidance of doubt, the minimum eligibility criteria set out in this clause 3.1 are not exhaustive and we reserve our right, in our sole and absolute discretion, to vary such criteria from time to time, and/ or reject any application to become an Investor on the Platform, where we deem appropriate. Our decision shall be final. Where a prospective investor does not meet the criteria listed above, the prospective investor may, in our sole and absolute discretion, be otherwise permitted to become an investor on the Platform by written confirmation from us.

- 3.2 You shall be solely responsible for securing all appropriate permits, licences, approvals and waivers ("**Permissions**") required for performing funding activities on the Platform. We do not and are not obliged to make any separate enquiries to find out if you have the appropriate Permissions in place.

4. Registration Process

- 4.1 In order to access our services and certain restricted parts of the Platform, you are required to sign-up online and be registered via the Platform as an Investor.
- 4.2 First, you will need to enter our website (<https://www.fundaztic.com/my/>) and follow an initial sign-up process and submit certain basic details about yourself (including your name, NRIC number, passport number, company or business registration number (if applicable) and e-mail address). You will be deemed to warrant, represent and undertake to us that the information you provide about yourself during the registration process is accurate, current and complete. Once you have submitted the aforesaid information, you will receive an activation code / validation email. This activation code / validation email may be used to access the second step of the registration process as set out below. Your

email address will need to be successfully verified with us before you proceed to the second step of the registration process (hereinafter referred to as your "**verified email address**").

- 4.3 At this part of the registration process (or at any other time as determined by us), we will carry out procedures to authenticate your identity, and these may include, e.g. "know-your-customer" procedures, including your identity or that of your business, as well as the identities of the key management/ individuals associated with your business and people authorised to act on your behalf.
- 4.4 By applying to be registered, you will be deemed to have agreed and authorised us to conduct searches on you and your directors, members, partners or proprietors (as the case may be) using publicly available information and/or by contacting third parties, including credit reference agencies. You hereby confirm that you have obtained the consent from the person(s) whose personal data may be given to us by you or identified from your personal data which may be processed by us for the purposes stated herein.
- 4.5 You shall make available and forward to us copies of documents (which may include certified true copies) as and when we may require in order for us to be able to evaluate whether to register you on the Platform, including but not limited to national identity cards, passports and other identification documents, powers of attorney and any other documentation we may require in order for us to be able to carry out, and be satisfied that we have complied with all necessary "know-your-customer" or other similar checks under all applicable laws and regulations.
- 4.6 Failure to provide such documents as requested by us may result in your application for registration being rejected.
- 4.7 Once you have provided all of the requested information to us, we will review it and you will be notified via your verified e-mail address of the result of your application to be registered on the Platform. The decision process is likely to take between one (1) and seven (7) business days. The decision process may take longer if unforeseen complications arise or if we find that the information you have provided is incomplete or inaccurate.
- 4.8 If your application is successful, the receipt from us of the notification referred to in clause 4.7 above shall signify that you are registered on the Platform. You must use your verified e-mail address for all your transactions and communications on the Platform.
- 4.9 Notwithstanding the aforesaid, we shall have no liability to you if your application to become an Investor is ultimately unsuccessful and shall in no circumstances be liable to provide you with further details and reasons why your application has been rejected. All decisions made by us shall be final.

5. Username and Password

- 5.1 On registering with us, you must provide us with the following (subject to such variations as we may determine from time to time): a username, email address, a password and a verification code. These must be used in order to access certain restricted parts of the Platform. Each time you log in to access the Platform you will need to enter your email address, password and answer one security question (or provide such other details as required by us from time to time e.g. a security code provided by us, to enable you to access the Platform). Your username and password are personal to you and are not transferable without our prior written consent.
- 5.2 Your username, password and the answers to security questions (or such other details as may be requested by us to be provided from time to time, e.g. a security code) are the methods used by us to identify you and so you must keep them secure at all times. You are responsible for all information and activity on the Platform by anyone using your username and password whether or not authorised by you. Any breach of security, loss, theft or unauthorised use of username, password or security information must be notified to us immediately using the contact details given at clause 19 below.
- 5.3 Save and except in the event of fraud on our part, you agree that we shall not be responsible for any damages or losses resulting from any breach of security whether caused by your failure and/or the failure of other persons who obtain access through you to maintain the confidentiality of your username, password and security information or otherwise.
- 5.4 You agree not to adapt or circumvent the systems in place in connection with the Platform, nor access the Platform other than through normal use of it.
- 5.5 We reserve the right not to act on your instructions where we suspect that the person logged into your account is not you or we suspect illegal or fraudulent activity or unauthorised use. In such circumstances, we shall not be liable for any damages or losses resulting from our actions, be they in carrying out your instructions or refusing to act thereon, even if the suspected activity is subsequently found not to be illegal/ fraudulent and/ or if our suspicions proved to be unfounded.

6. Investment Process

- 6.1 After you have been successfully registered on the Platform, you may elect to become an Investor and invest money on the Platform in the manner described below.
- 6.2 Once you are registered and have elected to become an Investor on the Platform, you must comply with these terms and conditions ("**Investor Terms**"). These Investor Terms should be read together with and shall apply in addition to our *Terms of Use* (accessible online at

<https://www.fundaztic.com/my/about/terms-of-use/>) and our Funding Conditions (accessible online at <https://p2p.fundaztic.com/resources/docs/Funding%20Conditions.pdf>) (“**Funding Conditions**”) and our Privacy Notice (accessible online at <https://www.fundaztic.com/my/about/privacy-notice/>) (collectively referred to as the “**Terms of Service**”). Upon registration on the Platform, you will be deemed to have accepted the Funding Conditions and agree to be bound by the same in your capacity as an Investor, in all of your transactions to provide funding entered into on the Platform.

- 6.3 By using the services provided via the Platform, you confirm that you have read, understood and agreed to be bound by the Terms of Service (as amended from time to time). Please ensure that you read the Terms of Service (including these Investor Terms) carefully as these will bind you and govern your relationship with us and issuers. If you are uncertain as to your rights and obligations under them or would need an explanation in relation thereto, you may contact us in the manner set out in clause 19 below.
- 6.4 Where you are acting as an appointed representative of a partnership, company or other business, you confirm that you have the authority to enter into these Investor Terms on behalf of the partnership, company or business you represent and that your partnership, company or business agrees to be bound by the Terms of Service and you will provide us with documentary evidence indicating such authority. If you do not agree to and conform to/ comply with the Terms of Service, you will not be able to become an investor on the Platform.
- 6.5 As an Investor, you may, subject to the requirements under the applicable laws and conditions set by us from time to time, invest money on the Platform:-
- (a) by selecting to provide funding to issuers that have displayed a funding request on the Platform (“**Funding Request**”) that has not been fully funded; and/or
 - (b) by choosing to purchase individual parts of fundings (“**Funding Parts**”) that are already funded by other Investors on the secondary market on the Platform (“**Secondary Market**”); and/or
 - (c) by choosing the criteria for the types and/or profiles of businesses, which have been determined by us that you want to provide funding to; and then using a tool on the Platform called “Smart Invest” to allow the Platform to automatically: (i) select the Funding Request(s) that match your criteria, to purchase parts or all of those Funding Request(s). Please note that the Smart Invest tool is only available to an Investor with a minimum balance amount standing to the credit of its/his/her Fundaztic Trust Account (as defined in Clause 6.9 herein) of RM2,000, or such other amount as we may determine is sufficient, from time to time.

You can use a combination of the above ways to invest.

A Funding Request shall remain listed on the Platform for a period beginning on the date such Funding Request is listed and ending on (i) the date it is fully funded or (ii) such period of time as notified by us on the Platform thereafter, whichever is the earlier ("**Funding Period**"). A Funding Request page will contain the key contract terms which set out the specific details of the funding ("**Key Contract Terms**") and which is available for viewing online once you are registered as an Investor.

- 6.6 If you are an Angel Investor or a Sophisticated Investor (as defined below in this clause 6.6), there is no limit in respect of the amount that you can fund on the Platform. However, if you are a retail investor (i.e. an investor other than an Angel Investor or a Sophisticated Investor) ("**Retail Investor**"), it is strongly encouraged that your total investments on the Platform do not exceed RM50,000.00 at any period of time. In this regard, you agree to provide us from time to time at our request, a confirmation, via the Platform, of your understanding of the inherent risks involved in exceeding the encouraged limit.

For the purposes of this clause-

- (a) "Angel Investor" shall mean an Investor that is accredited by the Malaysian Business Angels Network as an angel investor; and
 - (b) "Sophisticated Investor" shall mean any person who falls within any of the categories of investor set out in Part 1, Schedules 6 and 7 of the Capital Markets and Services Act 2007 and includes a venture capital corporation, venture capital management corporation, private equity corporation and private equity management corporation registered with the Securities Commission Malaysia.
- 6.7 Once you have decided which business(es) you want to invest in using the method described in Clause 6.5(a) above, you will be invited to choose the amount of money that you want to invest. Prior to that, you may be required to submit further documentation and/or information as may be determined by us, including filling in a risk profiling questionnaire to determine your risk appetite and the type of investments deemed more suitable to be chosen by you based on your age, investment experience as well as educational background.
- 6.7A If you choose to use the Smart Invest tool described in Clause 6.5(c) above, you will be required to set the criteria of the types and/or profiles of businesses which you wish to invest in, namely the amount you wish to invest, the range of tenure of the funding you wish to provide, the range of the interest rates you wish to receive on investments, the risk scoring grade of the investments you wish to invest in and/ or such other criteria as we may determine from time to time ("**Smart Investment Criteria**"). Once you have saved and activated your Smart Investment Criteria in accordance with the instructions given:-

- (a) you will be able to view your saved Smart Investment Criteria on the your Smart Invest tab, and
 - (b) the Platform will automatically select Funding Request(s) which match your Smart Investment Criteria and invest the amount you wish to invest (as per your Smart Investment Criteria) to purchase parts and/or all of such Funding Request(s). For the avoidance of doubt, the Platform will not invest in Funding Requests which have been fully-funded or which you have already invested in.
- 6.8 The minimum amount per investment in relation to a Funding Request is RM50.00 which can be increased by increments of RM50.00, or such other amount as may be determined by us from time to time. Where you are a Retail Investor, we strongly encourage that your total maximum funding on the Platform does not exceed RM50,000.00 at any period of time. In respect of all Investors, you are strongly encouraged to diversify your investments at all times in order to reduce the risks involved.
- 6.9 Once you have selected and confirmed the investments that you wish to make using the method described in Clause 6.5(a) above, you will be required to transfer the relevant amount of monies to a segregated trust account established and maintained in a bank licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013 ("**Fundaztic Trust Account**") using your verified e-mail address. These funds will then be used to fund the investments selected by you on the Platform. The Fundaztic Trust Account is administered and managed by our licensed third party administrator.

Where the aggregate amount standing to the credit of the Fundaztic Trust Account is, at any given time, RM3,000,000 or above, all interest rates earned in respect thereof, which would include interest accrued on balance amounts standing to your credit in the Fundaztic Trust Account during such time shall be payable to us as an administrative charge ("**Fundaztic Trust Account Administrative Charge**"). Please note that you are entitled to a refund of such balance amounts pursuant to Clause 6.13 of these Investor Terms or to use such amount to make new investments. For the avoidance of doubt, the Fundaztic Trust Account Administrative Charge does not, in any way, reduce or adversely affect, your principal balance amount (i.e. balance amount without the interest thereon) standing to the credit of the Fundaztic Trust Account.

- 6.10 Transfer of monies by you into the Fundaztic Trust Account shall be carried out by bank transfer or other payment methods we may offer from time to time. Cash deposits are not accepted. We have complete discretion to specify the method by which you may transfer money into the Fundaztic Trust Account depending on the outcome of the checks we have carried out as part of the investor application process. We require you to use a specified bank account held with a Malaysian bank and which is maintained in your sole name or jointly with another person, or in the name of the business or organisation you represent. Any request to

change your bank account is subject to further approvals by us and will attract additional verification costs.

- 6.11 Save and except in the case where the Minimum Funding Goal (as described in clause 6.13) has not been attained, all offers to invest which have been made by you (whether by way of self-selection of such investments pursuant to clause 6.5(a) above or the Smart Invest tool pursuant to clause 6.5(c)) above) are final and binding and cannot be withdrawn by you. You should note that in a case where a Funding Request has achieved the Minimum Funding Goal as described in clause 6.13(b) hereinbelow or where we have rescheduled or restructured the repayments under a Funding Contract (as described in Clause 8.6 hereinbelow), the Key Contract Terms in relation to the Funding Request shall be varied (as we may determine in our discretion) ("**Varied Key Contract Terms**") to make adjustments for the actual amount funded or reflect the varied repayment terms (as the case may be), and your offer to invest shall be deemed to have been made in respect of such Varied Key Contract Terms.
- 6.12 The Platform's investment process has been designed to accept investments on a "first-come-first served" basis provided payment in full has been made in respect thereof. This means that, if you have selected a Funding Request to invest in but have not effected full payment in respect thereof, the investment is deemed not made and as such, the amount available for investment may be taken up by other Investors as long as the Funding Period is still open and the amount requested in the Funding Request has not been fully funded.
- 6.13 Where a Funding Request which is required to be:
- (a) fully-funded in order to be successful, has been fully funded within the Funding Period, or
 - (b) funded in respect of an amount equivalent to at least eighty per cent (80%) of the total Funding Request in order to be successful, has been funded in respect of such amount within the Funding Period,

the issuer (upon meeting applicable pre-disbursement conditions set by the Platform, if any) will be deemed to have accepted the offers to invest made by each and every Investor in respect of the funding, and a legally enforceable agreement ("**Funding Contract**") will be deemed to have been automatically entered into between the issuer and each Investor for each Funding Part (sub-paragraphs (a) and (b) of this Clause 6.13 shall hereinafter individually be referred to as "**Minimum Funding Goal**"). Each Funding Contract is made up of (i) the Key Contract Terms or the Varied Key Contract Terms, where applicable (as described in clause 6.11 above, and notified via the Platform and/or e-mail to you), and (ii) the Funding Conditions.

In the event that the Minimum Funding Goal is not achieved, the Funding Request shall be deemed to be unsuccessful and no Funding Contract will be formed. In such a case, monies transferred by you shall remain in the Fundaztic Trust

Account and you may request for a refund of your monies, free of return, into your specified bank account (less any amounts payable in respect of online transfer of money). Alternatively, you may elect to use the amount to select and make new investments. If you select to make new investments that exceed the available credit in your account, then, you will be required to make payment of the differential amount in the manner provided in these Investor Terms.

- 6.14 We reserve the right to withdraw Funding Request on the Platform and/or Funding Parts on the Secondary Market, and to suspend availability of the Smart Invest facility and/or the Secondary Market, at any time for any reason and without prior notice. We may also change the minimum and maximum amounts that you can invest in and shall update of such changes on the Platform from time to time.
- 6.15 We may suspend or place limitations on your account at any time if we believe it is appropriate to comply with our legal or regulatory obligations or the terms of these Investor Terms. This may include periods where we need to obtain additional client identification documents. For more details about how we use your information, please refer to our Privacy Notice at <https://www.fundaztic.com/my/about/privacy-notice/>.
- 6.16 You can monitor your portfolio of investments on the Platform in the "My Orders" section of the Platform.

7. Funding Contract

- 7.1 The Funding Contract (comprising the Key Contract Terms or Varied Key Contract Terms, where applicable and the Funding Conditions) is a separate binding legal agreement directly between you and the issuer you provide funding to. If there is a conflict between these Investor Terms and the Funding Contract, the Funding Contract will prevail. The Funding Contract constitutes an "investment note" within the meaning of Chapter 13 of the Guidelines on Recognised Markets issued by the Securities Commission of Malaysia.
- 7.2 Upon registration for the use of our services via the Platform, you will be deemed to have accepted the Funding Conditions and agree to be bound by the same in your capacity as an investor, in all of your funding transactions entered into on the Platform. If you enter into a Funding Contract as an appointed representative of a partnership, company or other business, you will be deemed to warrant that you are duly authorized to act on its behalf. Breach of this requirement may result in legal action being taken against you personally.
- 7.3 The relationship between you and the issuer shall be governed exclusively by the relevant Funding Contract. In this regard, you agree that in entering into the Funding Contract as aforesaid, you are deemed to have read, understood and agreed to and accepted each and every term and condition in the Funding Contract. For the avoidance of doubt, we are not and will not be a party to the Funding Contract. Notwithstanding the aforesaid, you agree and irrevocably and

unconditionally authorise us to pursue the issuer(s) (directly or indirectly) for collection of monies due and owing in the event of a default in payment of any Funding Parts you have provided or for any other event of default under the Funding Contract.

- 7.4 Once the Funding Contract is entered into as aforesaid, the amount of your investment is then transferred from the Fundaztic Trust Account to the bank account of the issuer or to the bank account of such third party as authorised by the issuer, as the case may be.
- 7.5 If you purchase a Funding Part from another Investor, the relevant Funding Contract will be assigned to you from the transferring Investor, and you will become a party to the relevant Funding Contract with the issuer and your money will be transferred from your account in the Fundaztic Trust Account to the transferring Investor's account in the Fundaztic Trust Account. Information on the transfer of Funding Parts is set out in clause 8A of these Investor Terms.
- 7.6 Each time you purchase or sell a Funding Part, you will be provided with a document which will detail the legal terms of your purchase and sale ("**Transfer Certificate**").
- 7.7 In all Funding Contracts and Transfer Certificates, the issuer will be identified by a URN and the Investor(s) will be identified by his/her/its verified e-mail address. We will quote an Investor's address as being "**c/o Peoplender Sdn Bhd**" and state our postal address. Each Investor agrees that all notices and communications to be given to it by an issuer shall be sent to us on their behalf. Each Investor further hereby expressly agrees that a written certification by us identifying an issuer in respect of a Funding Contract will be final and conclusive evidence of the identity of such issuer.
- 7.8 Until the Funding Contract has been formed, no interest will be earned by you.

8. Interest and Repayments

- 8.1 You agree and acknowledge that the repayment of the total funded amount that you have provided and the interest thereon will depend on the terms of repayment under the relevant Funding Contract in respect of the funding you are providing, as set out in the Key Contract Terms and Varied Key Contract Terms (as the case may be), and accordingly, will be either due to you in the form of a single bullet repayment at the expiry of the tenure of such Funding Contract ("**Bullet Repayment Funding Contract**"), or in instalments in monthly or scheduled repayments/ payments over the tenure of the Funding Contract.
- 8.2 The monthly or other scheduled repayments or bullet repayment (as the case may be) due to you under each Funding Contract can be viewed on your "*My Investment*" section of the Platform. The Funding Contract governs the frequency and amount of each repayment.

- 8.3 All repayments and interest accrued will be credited to your specified bank account and you will be able to view them at "My Investment" section of the Platform.
- 8.4 All repayments will be made to Investors without deduction of tax, withholding taxes or any applicable goods and services tax unless otherwise required by law. It is your responsibility to account for any taxes that may be payable on your repayments to any tax authorities. You also acknowledge and agree that you shall be solely responsible for estate or succession planning in managing how your account may be accessed, or any credit balance withdrawn or transferred to your nominated beneficiaries in the event of your death or incapacity.
- 8.5 You acknowledge and agree that an issuer is entitled to repay the entire funded amount at any time at no extra cost provided the issuer:- (a) shall pay the total amount of principal and interest and any applicable fees outstanding; (b) the issuer has given us fifteen (15) business days prior written notice in respect thereof; and (c) the issuer has paid, in full, at least six (6) monthly instalments under a Funding Contract that is not a Bullet Repayment Funding Contract, including any and all outstanding and overdue instalments as at the time of the written notice . You further acknowledge and agree that an issuer in respect of a Funding Contract other than a Bullet Repayment Funding Contract shall in such a case be granted a rebate on interest upon such early repayment based on the formula below:-

$$\frac{X(X+1)}{Y(Y+1)} \times \text{Total Interest}$$

where:-

X = remaining funding tenure (months)
 Y = funding tenure (months)
 Total Interest = funded amount X interest rate X tenure (months)/12

An issuer in respect of a Bullet Repayment Funding Contract will not be granted a rebate on interest upon early repayment thereof.

- 8.6 You agree and acknowledge that we may, at any time (including before the issuer has defaulted on any repayment), reschedule or restructure the repayments under a Funding Contract in respect of which we (in our sole and absolute discretion) deem is or would be appropriate or necessary to effectively recover the funded amount or any part(s) thereof from the issuer. Where we have exercised our right to reschedule or restructure the repayments under a Funding Contract, the Varied Key Contract Terms thereof will be notified to you on the Platform.

8A. Selling your Funding Part

- 8A.1 If you want to recover your Funding Part before it has been repaid (i.e. before the term of the Funding Contract expires), you may, subject to the requirements under the applicable laws and conditions set by us from time to time, sell your Funding Part to other Investors on the Platform manually. In this regard, you may choose to sell either a single Funding Part or multiple Funding Parts which will be bundled into a combined portfolio.
- 8A.2 You can apply a mark-up or mark-down on the interest rate to each Funding Part you decide to sell. The amount by which you can mark the interest rate up or down is specified on the Platform.
- 8A.3 The sale price for the Funding Part will be the outstanding principal amount of the Funding Part plus the mark-up or mark-down you may choose to apply to the Funding Part.
- 8A.4 Subject to the terms and conditions provided herein, you can sell your Funding Parts on the Secondary Market on an individual basis which allows you to decide exactly which Funding Parts you wish to sell. You can select the Funding Parts you want to sell in the "My Investment" section of the Platform, and these Funding Parts will be listed on the Secondary Market for sale for such time as we may determine and notify you, after which such Funding Parts will be removed from the sale listing and you will continue to be the Investor for those Funding Parts.
- 8A.5 If you sell a Funding Part, the sale proceeds will be transferred to your account in the Fundaztic Trust Account from the buying Investor's account in the Fundaztic Trust Account after deduction of the Platform's sale fees (see clause 9.4 below). Thereafter, the right to receive payment of future repayments in respect of the Funding Part shall be assigned to the buying Investor.
- 8A.6 The legal process of selling a Funding Part is detailed within clause 7A of the Funding Conditions.
- 8A.7 This clause shall not be applicable to Islamic notes until such feature is made available.

9. Fees

- 9.1 You hereby agree that we may charge fees for our services as stated in this clause 9 and you acknowledge that all fees payable to us are to compensate us for our role in administering and facilitating the services provided in connection with the Platform.
- 9.2 We may charge a fee for investor take-on which will cover the cost of our third party providers undertaking "know-your-customer" checks. We will inform you of this cost on the Platform and this will be deducted from your initial investment deposit.

- 9.3 We will charge a fee ("**Platform Management Fees**") of: (i) in respect of a Bullet Repayment Funding Contract, one percent (1%) of the total amount of the repayment thereunder, and (ii) in respect of a Funding Contract which is not a Bullet Repayment Funding Contract, two percent (2%) of each monthly repayment/ payment for the entire funding tenure thereof. The Platform Management Fees shall be deducted from each repayment or bullet repayment to you prior to it being credited into your account. The Platform Management Fees is imposed in order to cover the costs of running the Platform and administering the funding.
- 9.4 If you decide to sell a Funding Part, we will also charge a Funding Part sale fee of one percent (1%) ("**SM Sale Fee**") of the total outstanding principal value of each Funding Part sold.
- 9.5 If you decide to purchase a Funding Part, we will also charge a Funding Part purchase fee of one percent (1%) ("**SM Purchase Fee**") of the total outstanding principal value of each Funding Part sold.
- 9.6 We reserve the right to waive, reduce or increase the applicable fees from time to time. Any such changes shall be notified to you on the Platform.

10. Appointment of Collection Agent

- 10.1 By accepting these Investor Terms, you agree and irrevocably and unconditionally authorise us to pursue the issuer(s) and/or any guarantor(s) in respect of the funding (directly or indirectly) in our own name as agent for and on your behalf (or in the event that we have repaid to you the outstanding balance of the Funding Part in respect of a Protected Funding Contract (as hereinafter defined) under Principal Protect (as hereinafter defined), in our own name for our own benefit) for collection of monies due and owing in the event of a default in payment of any Funding Parts you have provided or for any other event of default under a Funding Contract and/or of any guarantee and indemnity provided to you.
- 10.2 You acknowledge and agree that we may in turn appoint solicitors and/or recovery or debt collection agent(s). You also authorise us to take all and any reasonable actions to protect your rights as available in any relevant jurisdiction which may include:
- (a) registration of liens, charges and rights as available; and
 - (b) any other action as available from time to time in accordance with the applicable laws.
- 10.3 Unless otherwise prohibited by the applicable laws and subject to Clause 11A.2 of these Investor Terms, when requested by you, we may provide to you as the Investor certain information about the assets of that issuer, if we hold such information for the issuer, and/or an asset register detailing such assets together with estimated forced re-sale value of such assets on enforcement. In such

circumstances, any asset valuation provided will be indicative of the value of the asset only and you acknowledge and agree that any realisation on enforcement in connection with the sale of such asset may be lower than the value set out in the asset register.

11. Missing Payments

- 11.1 You agree that in the event of default under a Funding Contract and/or any guarantee and indemnity in respect thereof, we shall be entitled to take any or all of the steps set out in these Investor Terms on your behalf or in our own name for our own benefit (in the event that we have repaid to you the outstanding balance of the Funding Part in respect of a Protected Funding Contract (as hereinafter defined) under Principal Protect (as hereinafter defined)). In certain circumstances, we may act outside and/or ahead of the following process to pursue default payments (whether or not in formal default) where we consider this to be in the best interests of you and our other Investors. We may recover our reasonable costs and expenses for taking the action described in this clause 11 from any amount recovered which is payable to Investors.
- 11.2 If any repayment under a Funding Contract has not been made within seven (7) days from the scheduled repayment date, we may impose a late payment fee on the issuer which would be in addition to the funded amount due or any Additional Interest (as hereinafter defined in Clause 11.3 below). This fee will be payable immediately and may be retained by us.
- 11.3 Save in exceptional circumstances as determined by us in our sole and absolute discretion from time to time, and notwithstanding clauses 11.1 and 11.2 above, if an issuer:- (a) misses or fails to pay, in full, the amount of the single bullet repayment under a Bullet Repayment Funding Contract by or on the date on which such repayment is due; or (b) misses, fails to pay or only partially pays any of the monthly instalments under a Funding Contract other than a Bullet Repayment Funding Contract on or by the relevant due date thereunder; or (c) misses, fails to pay or only partially pays any other payment that is due under a Funding Contract, or if the Issuer fails to comply with any term or condition applicable to it (including the Funding Contract); the funding will be deemed to have triggered an event of default and the outstanding balance shall immediately become due and payable by the issuer and we shall be entitled to exercise our right to issue the issuer with a default notice and termination notice and will pursue the issuer and/or the guarantor(s) if any, for the total funded amount outstanding. Further, we shall be entitled to continue to charge an Issuer in respect of a Bullet Repayment Funding Contract which has been deemed to have triggered an event of default, interest ("**Late Payment Charge**") from the relevant due date of the repayment until full repayment is made (pro-rated on a daily basis) at the prescribed interest rate on the total funded amount as set out in the Key Contract Terms or Varied Key Contract Terms (as the case may be), and retain such Additional Interest.

We (or the collection agent appointed by us) may deduct an amount to be determined by us, which is representative of market practice, of the amount it

recovers from the issuer and the remaining proceeds will be distributed to Investors. Where possible this fee will be added to the outstanding funded amount so as not to reduce the amount Investors receive.

- 11.4 Subject to Clause 11A.2 of these Investor Terms, if we (or the collection agent appointed by us) are unable to collect the financing or any part thereof under the Funding Contract and/or any guarantee and indemnity provided to you, we will notify you in writing and/ or post information in this respect on the Platform. In such an event, you will retain the right to enforce your rights under the relevant Funding Contract and/or guarantee and indemnity directly against the issuer and/or the guarantor(s). Upon your request, we shall provide you with the relevant contact details of the issuer and/or the guarantor(s) to enable you to pursue your claim directly.
- 11.5 You acknowledge and agree that our rights to pursue the issuer and/or any guarantor(s) for the total amount outstanding shall not impose any obligations on us to take or refrain from taking any step or steps apart from those specifically set out in clauses 11.1, 11.2 and 11.3 above. The decision whether or not to proceed with certain actions against the issuer and/or the guarantor(s) and the types of recourse and actions to recover the outstanding funded amount shall be in our absolute discretion as we deem fit. In particular, you acknowledge and agree that commencing court proceedings will be an action of last resort. There are inherent risks in litigation and the outcome can never be guaranteed. We give no guarantee that any such action will be taken or if taken, will be successful and you acknowledge that such action could result in you and other Investors being ordered by the court to pay damages. For the avoidance of doubt, we shall not be liable for and responsible to bear such damages.
- 11.6 Save and except where we have repaid the outstanding balance of the Funding Part to you in respect of a Protected Funding Contract (as hereinafter defined) under Principal Protect (as hereinafter defined), we will endeavour to keep you up to date with the progress of any efforts to collect overdue payments, or collect on defaulted accounts. You can view an up-to-date status report in the “*My Investments*” section of the Platform.
- 11.7 It is possible that the sums recovered pursuant to any debt collection action will not be sufficient to discharge all obligations owing by the issuer at that time to all relevant Investors on the Platform. If that is the case, then the Investors shall only be entitled to recover their proportionate share of such monies recovered, less the costs and expenses (including legal costs and the Platform Management Fees) and any claims incurred during the recovery process. In addition, it is possible that there may be other creditors of the issuer that have claims that may be recovered in priority to those of the Investors. Legal action is by no means a guaranteed route to repayment in the event of failure by the issuer in meeting its payment obligations under a Funding Contract. We will endeavour to act in a fair and equitable manner to achieve maximum recovery for all affected Investors, which may include extending payment terms or selling the financing to a third party.

11.8 By entering into these Investor Terms, you hereby acknowledge our absolute right and discretion to take all and any reasonable actions to protect our rights or your rights as available in any relevant jurisdiction, as we deem fit and you unconditionally and irrevocably agree that you will not challenge our authority granted and/or our discretion exercised herein.

11A. Principal Protect

11A.1 By accepting these Investor Terms, you irrevocably and unconditionally agree that we may, in our sole and absolute discretion, repay to you the outstanding balance of the Funding Part in respect of any Funding Contract in the event of a default in the repayments by the issuer, in advance of any future repayment of such defaulted payments by the issuer and/or action taken pursuant to Clauses 10 and 11 of these Investor Terms provided that such Funding Contract ("**Protected Funding Contract**") has been entered into by an Investor who is or becomes automatically eligible for such protection against his/her/its capital losses under the "Principal Protect" feature (or such other name as the feature may be known as from time to time) ("**Principal Protect**"). Further information on Principal Protect, including the conditions / criteria to be met to be automatically eligible therefore is available on the Platform.

11A.2 By accepting our repayment of the outstanding Funding Part in respect of the relevant Protected Funding Contract under Principal Protect under Clause 11A.1 of these Investor Terms, you agree and acknowledge that:-

- (a) we shall be subrogated to all of your rights and claims (including the right to the repayments from the issuer and the right to pursue and recover from the issuer and/or guarantor(s) any monies due and owing under the relevant Protected Funding Contract and/or guarantee and indemnity in respect thereof) against the issuer;
- (b) you shall not have any claims and/or rights under the relevant Protected Funding Contract and/or any guarantee and indemnity in respect thereof (whether directly or indirectly) against the issuer and/or the guarantor(s); and
- (c) we shall not be obliged to provide you with any information, notification and/ or post any information on the Platform referred to in Clauses 10.3 and 11.4 of these Investor Terms.

11A.3 Where the amount recovered by us under the Protected Funding Contract and/or guarantee and indemnity exceeds the amount we have repaid you under Principal Protect, we shall, upon deducting such costs and expenses incurred by us in relation to any action taken under Clauses 10 and 11 of these Investor Terms, redistribute any remaining amount (as rounded down to the nearest RM0.10) to you.

11A.4 We shall not have any claims against you in respect of the outstanding balance of the Funding Part (or any part thereof) under any Protected Funding Contract that we have repaid to you under Principal Protect.

11A.5 Once you have accepted our repayment of the outstanding Funding Part in respect of the relevant Protected Funding Contract under Principal Protect, we shall be entitled to notify in writing the relevant issuer of the same.

11A.6 In the event that, after and notwithstanding the subrogation referred to under Clause 11A.2 of these Investor Terms, you receive any amount(s) from the relevant issuer and/or guarantor(s) pursuant to the Protected Funding Contract and/or guarantee and indemnity in respect thereof, you shall immediately notify us in writing of such receipt and shall pay the amount(s) to us. Until such payment to us, you shall hold such amount on trust for us absolutely as beneficiary.

12. Warranties, Undertakings, Indemnities and Disclaimers

12.1 You warrant, undertake, represent and covenant as follows:-

- (a) that you have the legal capacity to enter into these Investor Terms. If you are a limited liability partnership, partnership or company, you warrant that your appointed representative has the authority to enter into these Investor Terms on your behalf;
- (b) that you are not a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia;
- (c) if you are not a Malaysian citizen, that you are a "resident" for the purpose of the Malaysian Income Tax Act 1967;
- (d) that you shall comply with all applicable laws and regulations and promptly obtain all consents or authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation to enable you to perform your obligations under these Investor Terms, the Funding Contract and to ensure the legality, validity, enforceability and admissibility in evidence of the funding in any relevant jurisdiction, including Malaysia;
- (e) that you shall notify us of any event of default occurring under the Terms of Service and/or any other agreement to which you are a party, promptly on becoming aware of its occurrence;
- (f) that all information provided to us, including in the course of the investor registration and funding process is complete, true and accurate in all respects;

- (g) that the information we hold on record for you is up to date. You agree to inform us as soon as reasonably possible if any of the information you provide to us changes or is likely to change at any time;
- (h) that you shall use the Platform only for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use and enjoyment of the Platform;
- (i) that you shall not use the Platform or any information accessible on or obtained therefrom for the purposes of canvassing or soliciting any person or enticing any person away from the Platform;
- (j) that you shall take and have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Platform or us is free from viruses and anything else which have a contaminating or destructive effect on any part of the Platform or any other technology;
- (k) that you are responsible for all costs incurred by you in accessing the Platform;
- (l) that all the monies paid by you towards the funding amount come from lawful sources and does not breach the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 or any other similar legislation; and
- (m) that you shall only download and print content from the Platform solely for your own personal use or in the course of your business to the extent required to use the services provided thereon. Platform content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without our express prior written consent.

12.2 You shall defend, indemnify, protect, and hold us harmless, as well as our subsidiaries, affiliates, officers, directors, agents, employees, representatives, successors and assigns, without limit, from and against any and all actions, claims, suits, demands, judgements, losses, costs, expenses and/ or damages, including but not limited to solicitors and clients fees, for or arising out of any breach by you of these Investor Terms or any Funding Contract. The provisions contained in this clause shall survive the termination or expiry of these Investor Terms.

12.3 You hereby agree to the following disclaimers:

- (a) We shall not be responsible for content downloaded or posted by investors or issuers on the Platform. We shall not edit content downloaded or posted on the Platform.
- (b) The information provided on the Platform is directed solely at and is for the use solely by persons and corporations that meet the criteria of an "Investor" as set out in clause 3.1 above. The Platform is not intended for

distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to applicable law or regulation.

- (c) We shall not be responsible or liable for your use of content on the Platform and such use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses or other malicious programs on the Platform, we accept no liability for them if they do exist. It is your responsibility to use, update and maintain appropriate antivirus software on your computer.
- (d) We take reasonable precautions to ensure that our systems are secure. However, information transmitted via the Platform will pass over public telecommunications networks. We accept no liability if communications sent via the Platform are intercepted by third parties or incorrectly delivered or not delivered.
- (e) The Platform may contain links to third party websites. We accept no responsibility or liability for any material supplied by or contained on any third party website which is linked from or to the Platform, or any use of personal data by such third party.
- (f) We do not warrant or represent that the content of the Platform does not infringe the rights of any third party.

13. Role and Liability of the Platform and Operator

- 13.1 Our primary role is to act as operator of the Platform. The Platform is a conduit to bring you together with prospective issuers, to provide a stream-lined process for entering into Funding Contracts and to co-ordinate and facilitate the collection and payment of sums due under or in connection with those Funding Contracts (including certain limited actions if the issuer or any guarantor defaults, as set out in these Investor Terms), in some cases, in coordination with third parties or agents.
- 13.2 All applications to raise funds on the Platform are reviewed by us, and classified at the initial application stage into risk scoring grades. The risk scoring grade allocated is based on, amongst others, information included in the issuer's application and the results of credit reports obtained from credit reference agencies. We have no obligation to check or edit the information submitted or uploaded by an issuer to the Platform. Accordingly, we accept no responsibility or liability for the accuracy of the information provided by issuers to prospective investors or the risk scoring grades.
- 13.3. The provision of a risk scoring grade is intended to be indicative only and you will need to form your own opinion regarding the creditworthiness of any issuer and undertake your own research, analysis and assessment, and where appropriate, seek your own independent financial advice.

- 13.4 We accept no responsibility and disclaim all liability for any information about an issuer made available to prospective investors on the Platform (including the risk scoring grade) and for any consequential loss or damage incurred by you, howsoever arising, as a consequence of such information being made available on the Platform.
- 13.5 Other than the activities and responsibilities mentioned in clauses 13.1 and 13.2 above, we will not perform any decision making functions on your behalf. You shall retain complete control and discretion over all aspects of your participation on the Platform.
- 13.6 By using the Smart Invest tool, you will be deemed to have consented to the Platform automatically investing in Funding Requests on your behalf and in accordance with your instructions. In this regard, the Platform will only invest in Funding Requests(s) which match your Smart Investment Criteria. Accordingly, we accept no responsibility and disclaim all liability in respect of any investments or purchases which have been made by the Platform on your behalf in accordance with your Smart Investment Criteria, and for any consequential loss or damage incurred by you, howsoever arising, as a consequence of such investments.

14. Exclusion of Liability

- 14.1 We give no warranty and make no representation as to the ability of issuers to meet their payment obligations under any Funding Contract and we shall not be held liable for any losses suffered by you as an Investor as a result of the financing of the issuers or any failure by them to meet their financial obligations. You acknowledge and agree that you are providing funding on the Platform entirely at your own risk.
- 14.2 Calculations we provide on the Platform relating to the likely rate of return on funding/investments are for guidance purposes only and should in no way be considered a guarantee of the return which may be realised.
- 14.3 We cannot guarantee that there will be sufficient offers to provide funding in respect of any Funding Request and allow your funds to be invested or that there will be sufficient issuers for you to invest in.
- 14.4 We cannot guarantee that Funding Parts listed for sale on the Secondary Market will be bought by other Investors or the time it will take to withdraw funds from the Platform by selling Funding Parts. You should ensure when you invest on the Platform that you are able to commit to the investment for the full term of the funding.
- 14.5 Where we have secured any form of personal guarantee and indemnity in support of an investment on your behalf as an Investor, you accept that the enforceability of such personal guarantee and indemnity shall be subject to normal legal risks and limitations and that we will not have ensured that any

individual providing such a guarantee and indemnity has been independently advised of the impact of such a personal guarantee and indemnity. Such guarantee and indemnity can be open to challenge, including in circumstances where the individual granting the guarantee and indemnity has been subject to undue pressure or influence from a third party.

- 14.6 The information on the Platform does not constitute advice, recommendations or an endorsement of Funding Request or issuers and the information is not intended to be relied upon as a sole basis for deciding whether or not to provide funding to a particular issuer.

15. Termination

15.1 We may terminate your membership of the Platform at any time if:-

- (a) you breach any term and condition in the Terms of Service (including without limitation these Investor Terms and any warranty, representation, covenant or undertaking contained herein);
- (b) you breach any term or condition (including without limitation any warranty, representation, covenant or undertaking) of the Funding Contract;
- (c) you have committed fraud, been involved in money laundering or any other criminal activity;
- (d) you use the Platform in any of the following ways:-
 - i. in any way that causes, or is likely to cause, the Platform or access to it to be interrupted or damaged in any way;
 - ii. for fraudulent purposes, or in connection with a criminal offence; or
 - iii. to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory or obscene; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, commercial solicitation, mass mailings or any spam;
- (e) it comes to our attention that you have provided information to us which we subsequently find to be materially incorrect, inaccurate or false;
- (f) we have reasonable grounds to believe that any of the events stated above occurs or will occur; or

- (g) if there has been no activity whatsoever performed on the Platform by the Investor for a period of more than twelve (12) months.
- 15.2 Termination of your membership of the Platform under clause 15.1 will not necessarily result in the termination of any Funding Contract to which you are a party at that time. For the avoidance of doubt, termination of your membership of the Platform means that while you will no longer be able to provide any new funding on the Platform, you are entitled to remain on and use the Platform to the extent necessary (as determined by us) until such time that you have no Funding Contracts or Funding Parts in force or in place.
- 15.3 Notwithstanding clauses 15.1 and 15.2 above, you may terminate these Investor Terms and your account with us at any time by giving us written notice PROVIDED THAT you have no Funding Contracts or Funding Parts currently in force (see clause 15.4 below) and we will end your membership such that your agreement with us shall be terminated with effect from the date of your written notice.
- 15.4 For the purposes of clause 15.3 above, you are unable to end your membership and terminate your agreement with us unless and until you have no Funding Contracts or Funding Parts in force or in place. This means that, if you wish to end your membership and terminate your agreement with us, you could take steps to put yourself in a position where you can do so (including by not making any new offers to provide funding, or seeking to purchase Funding Parts on the Secondary Market, or waiting until all Funding Contracts have expired and the funded amounts have been fully settled and/or waiting until proceedings against the relevant issuers have ceased).
- 15.5 All charges shall continue to apply to your account until such time as it is closed and our agreement with you is terminated.
- 15.6 On termination, we will credit your bank account with any funds left in your account with us or send a cheque to the address last provided by you.

16. Miscellaneous

- 16.1 In the event we cease operating or become insolvent, we would transfer our funding servicing obligations to our appointed independent third party service provider with whom we have entered into a back-up servicing arrangement.
- 16.2 We may, to the extent permitted by laws, perform any of our obligations, and exercise any of the rights granted to us under these Investor Terms through a third party. We may assign any and all of our rights and obligations under these Investor Terms to any third party.
- 16.3 If any term of these Investor Terms is at any time held by a court of competent jurisdiction or found to be void, invalid, illegal or unenforceable, then it shall be

treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any the validity or enforceability of the remainder of these Investor Terms.

16.4 Unless otherwise specified, these Investor Terms and the documents referred to herein constitute the entire agreement between us and you with respect to use of the Platform, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between us and you with respect to the Platform.

16.5 We may, in whole or in part, release, compound, compromise, waive or postpone, in our absolute discretion, any liability owed to us or right granted to us in these terms and conditions without in any way prejudicing or affecting our rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

Our failure or delay in exercising any right, power or remedy or enforcing strict performance of these Investor Terms shall not constitute and/ or be construed as a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising hereunder or otherwise, nor modification of any provisions of these Investor Terms.

16.6 These Investor Terms may be amended by us from time to time, by us providing electronic notification to you of any such amended terms on the Platform. We are not obliged to give you advanced notice of such amendments but such amendments will be posted on the Platform. In such circumstances, by continuing to use the Platform, you agree to be bound by the amended terms.

You acknowledge and agree that we may, in particular, amend these Investor Terms or any other terms and conditions relating to the Platform and the services provided thereon, to enable Investors (including existing Investors) to assign or transfer or otherwise dispose of his/her/its right, title and interest in the Funding Contracts and all associated rights under the Funding Contracts and other agreements applicable to the Investors on the Platform, to any third party via the Platform, or in any other manner approved by us] for that purpose. An issuer's rights and obligations under a Funding Contract that has been assigned or transferred as aforesaid shall not be adversely affected in any way whatsoever.

16.7 Neither party shall be liable to the other in respect of any indirect, special, incidental, punitive, exemplary, remote or consequential damage or losses of any kind under these Investor Terms howsoever arising and whether or not the defaulting party has been advised of the same (including but not limited to loss of profit, loss of business opportunity, whether actual or anticipated).

16.8 Any feedback you provide on the Platform and/ or to us is non-confidential.

- 16.9 All legal notices or demands to us shall be made in writing and sent to us by e-mail to *support@fundaztic.com* or *creditadmin@fundaztic.com*, by courier or registered mail to Co-Labs Coworking, The Starling Plus, Level 4, Uptown 7, Jalan SS21/39, Damansara Utama, 47400 Petaling Jaya, Selangor, Malaysia (or such other addresses for service as may be notified by us). The notices shall be effective when they are received and acknowledged receipt by us in any of the above manner.

Any legal notice, demand, writ or legal process issued by Peoplender against the issuer/Investor shall be served by e-mail or by facsimile or by registered post to the e-mail address or facsimile number or the last known correspondence address provided by the issuer/Investor to Peoplender. Any legal notice, demand, writ or legal process sent by e-mail shall be deemed to be served upon and received by the Investor/Issuer upon being sent by Peoplender. Any legal notice, demand, writ or legal process sent by registered post shall be deemed to have been served on the fifth (5th) day after the date on which it is posted (including the date of posting). Any legal notice, demand, writ or legal process sent by facsimile shall be deemed to have been served on the date on which such facsimile is transmitted. In each case, if the date of delivery is not a business day, the date of service shall be next succeeding business day.

All agreements, notices and other communications that we send to you electronically satisfies the legal requirement for communication to be in writing.

- 16.10 You agree that any and all personal information you provide to us via the Platform may be collected, stored, processed and used in accordance with our current Privacy Notice (accessible at <https://www.fundaztic.com/my/>).
- 16.11 All warranties, undertakings, disclaimers, indemnities and exclusions in these Investor Terms shall survive termination or expiry of these Investor Terms.
- 16.12 These Investor Terms are governed by the laws of Malaysia. You hereby consent to the non-exclusive jurisdiction of the courts of law in Malaysia.
- 16.13 If any goods and services tax or any other similar tax is chargeable on any sum payable by the Investor to us, the Investor shall pay to us (in addition to and simultaneously with the payment of such sum) an amount equal to the amount of the goods and services tax or any such other tax payable.

17. About us

- 17.1 The Platform is known by the name FUNDAZTIC and is operated by us, Peoplender Sdn Bhd.
- 17.2 PEOPLENDER SDN BHD (COMPANY NO. 1169655-M) is a company incorporated in Malaysia under the Companies Act 1965 having its registered address at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara

Heights, 50490 Kuala Lumpur, Malaysia and registered with Securities Commission Malaysia as a recognized market operator to operate the Platform.

18. Contacting us and Complaints

At Peoplender, we value your feedback and are committed to providing exceptional service. If you have any feedback regarding these Investor Terms, concerns or complaints, we encourage you to let us know by contacting us directly:

Email: **support@fundaztic.com**

Live Chat: **<https://p2p.fundaztic.com/>**

Phone: 1700 828 886

In-Person Visit: Peoplender's office at Co-Labs Coworking The Starling Plus, Level 4, Uptown 7, Damansara Utama, Jalan SS21/39, 47400 Petaling Jaya, Selangor.).

----- This is the end of the Investor Terms for Conventional Products. The following Investor Terms are for Syariah Compliant Products -----

SYARIAH COMPLIANT PRODUCTS

1. Introduction

If you wish to become an investor on Fundaztic for the purpose of providing funding to issuers, you must first register with us and meet our eligibility criteria in the manner hereinafter set out. Only upon being registered will you be able to apply to become an investor on the Fundaztic online funding platform ("Platform"). Additionally, to determine eligibility for investing in different product types, you will be required to declare the source your investment income. Any amendments on declarations made can only be done by you and such amendments may be subject to fees and charges of which will be made known upfront via the Platform.

2. Interpretation

2.1 Unless the context otherwise requires, reference in these Investor Terms to:

- (a) persons include individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having a separate legal personality and irrespective of their jurisdiction or origin, incorporation or residence);
- (b) a party means a party to these Investor Terms and includes its successors and permitted assigns;
- (c) references to "Peoplender" "we", "us" and "our" means Peoplender Sdn Bhd;
- (d) references to "you" and "your" mean you as an investor and/ or a user of the services provided via the Platform, whether as an individual or on behalf of the entity you represent, provided in each case that the investor criteria set out below are satisfied;
- (e) references to a "business day" mean any day except a Saturday, Sunday or public holiday and on which banks in Kuala Lumpur are open for business;
- (f) the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (g) the singular includes the plural (and vice versa) and use of any gender includes the other genders.

- 2.2 The headings in these Investor Terms are for convenience only and shall not affect the construction or interpretation of these Investor Terms.
- 2.3 The term "issuer" in these Investor Terms shall, in reference to an entity established as a partnership or sole proprietorship, include, where the context requires, any partner or sole proprietor of such issuer.

3. Eligible Investors

- 3.1 To become an investor on the Platform you must meet the following minimum eligibility criteria (for the purpose of these Investor Terms, an eligible investor shall be referred to as the "**Investor**"):-
- (g) you must be an individual, or a business in the form of a sole proprietorship, partnership, limited liability partnership, limited company, public body (e.g. a governmental or quasi-governmental entity or statutory body) or other legal entity, and must not be a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia;
 - (h) if you are providing funding in your capacity as an individual you must (i) be 18 years old or above; (ii) complete the investor profiling questionnaire available on the Platform, if and when required by us; (iii) provide evidence of a permanent residence address in Malaysia; and (iv) provide a copy of your national registration identity card or passport. If you are not a Malaysian citizen, you will only be eligible to invest on the Platform if you are a "resident" for the purpose of the Malaysian Income Tax Act 1967, and we may, for this purpose, require you to provide us with your income tax registration number as provided by the Malaysian tax authorities;
 - (i) if you represent a business, you must ensure that the business (i) has an existing and current valid business registration document(s), or company registration document(s) and/or trade licence, as the case may be, issued by the appropriate authorities in Malaysia; and (ii) has a permanent place of business within Malaysia;
 - (j) if you are a public body, you must be able to provide documentary evidence that proves that the body is valid and has been established in Malaysia in accordance with any applicable laws;
 - (k) you must have, and maintain, a valid Malaysian bank account established and maintained with a bank licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013; and
 - (l) you must register your details on the Platform.

For the avoidance of doubt, the minimum eligibility criteria set out in this clause 3.1 are not exhaustive and we reserve our right, in our sole and absolute discretion, to vary such criteria from time to time, and/ or reject any application to become an Investor on the Platform, where we deem appropriate. Our decision shall be final. Where a prospective investor does not meet the criteria listed above, the prospective investor may, in our sole and absolute discretion, be otherwise permitted to become an investor on the Platform by written confirmation from us.

- 3.2 You shall be solely responsible for securing all appropriate permits, licences, approvals and waivers ("**Permissions**") required for performing funding activities on the Platform. We do not and are not obliged to make any separate enquiries to find out if you have the appropriate Permissions in place.

4. Registration Process

- 4.1 In order to access our services and certain restricted parts of the Platform, you are required to sign-up online and be registered via the Platform as an Investor.
- 4.2 First, you will need to enter our website (<https://www.fundaztic.com/my/>) and follow an initial sign-up process and submit certain basic details about yourself (including your name, NRIC number, passport number, company or business registration number (if applicable) and e-mail address). You will be deemed to warrant, represent and undertake to us that the information you provide about yourself during the registration process is accurate, current and complete. Once you have submitted the aforesaid information, you will receive an activation code / validation email. This activation code / validation email may be used to access the second step of the registration process as set out below. Your email address will need to be successfully verified with us before you proceed to the second step of the registration process (hereinafter referred to as your "**verified email address**").
- 4.3 At this part of the registration process (or at any other time as determined by us), we will carry out procedures to authenticate your identity, and these may include, e.g. "know-your-customer" procedures, including your identity or that of your business, as well as the identities of the key management/ individuals associated with your business and people authorised to act on your behalf.
- 4.4 By applying to be registered, you will be deemed to have agreed and authorised us to conduct searches on you and your directors, members, partners or proprietors (as the case may be) using publicly available information and/or by contacting third parties, including credit reference agencies. You hereby confirm that you have obtained the consent from the person(s) whose personal data may be given to us by you or identified from your personal data which may be processed by us for the purposes stated herein.

- 4.5 You shall make available and forward to us copies of documents (which may include certified true copies) as and when we may require in order for us to be able to evaluate whether to register you on the Platform, including but not limited to national identity cards, passports and other identification documents, powers of attorney and any other documentation we may require in order for us to be able to carry out, and be satisfied that we have complied with all necessary “know-your-customer” or other similar checks under all applicable laws and regulations.
- 4.6 Failure to provide such documents as requested by us may result in your application for registration being rejected.
- 4.7 Once you have provided all of the requested information to us, we will review it and you will be notified via your verified e-mail address of the result of your application to be registered on the Platform. The decision process is likely to take between one (1) and seven (7) business days. The decision process may take longer if unforeseen complications arise or if we find that the information you have provided is incomplete or inaccurate.
- 4.8 If your application is successful, the receipt from us of the notification referred to in clause 4.7 above shall signify that you are registered on the Platform. You must use your verified e-mail address for all your transactions and communications on the Platform.
- 4.9 Notwithstanding the aforesaid, we shall have no liability to you if your application to become an Investor is ultimately unsuccessful and shall in no circumstances be liable to provide you with further details and reasons why your application has been rejected. All decisions made by us shall be final.

5. Username and Password

- 5.1 On registering with us, you must provide us with the following (subject to such variations as we may determine from time to time): a username, email address, a password and a verification code. These must be used in order to access certain restricted parts of the Platform. Each time you log in to access the Platform you will need to enter your email address, password and answer one security question (or provide such other details as required by us from time to time e.g. a security code provided by us, to enable you to access the Platform). Your username and password are personal to you and are not transferable without our prior written consent.
- 5.2 Your username, password and the answers to security questions (or such other details as may be requested by us to be provided from time to time, e.g. a security code) are the methods used by us to identify you and so you must keep them secure at all times. You are responsible for all information and activity on the Platform by anyone using your username and password whether or not authorised by you. Any breach of security, loss, theft or unauthorised use of username,

password or security information must be notified to us immediately using the contact details given at clause 19 below.

- 5.3 Save and except in the event of fraud on our part, you agree that we shall not be responsible for any damages or losses resulting from any breach of security whether caused by your failure and/or the failure of other persons who obtain access through you to maintain the confidentiality of your username, password and security information or otherwise.
- 5.4 You agree not to adapt or circumvent the systems in place in connection with the Platform, nor access the Platform other than through normal use of it.
- 5.5 We reserve the right not to act on your instructions where we suspect that the person logged into your account is not you or we suspect illegal or fraudulent activity or unauthorised use. In such circumstances, we shall not be liable for any damages or losses resulting from our actions, be they in carrying out your instructions or refusing to act thereon, even if the suspected activity is subsequently found not to be illegal/ fraudulent and/ or if our suspicions proved to be unfounded.

6. Investment Process

- 6.1 After you have been successfully registered on the Platform, you may elect to become an Investor and invest money on the Platform in the manner described below.
- 6.2 Once you are registered and have elected to become an Investor on the Platform, you must comply with these terms and conditions ("**Investor Terms**"). These Investor Terms should be read together with and shall apply in addition to our *Terms of Use* (accessible online at <https://www.fundaztic.com/my/about/terms-of-use/>) and our Funding Conditions (accessible online at <https://p2p.fundaztic.com/resources/docs/Funding%20Conditions.pdf>) ("**Funding Conditions**") and our Privacy Notice (accessible online at <https://www.fundaztic.com/my/about/privacy-notice/>) (collectively referred to as the "**Terms of Service**"). Upon registration on the Platform, you will be deemed to have accepted the Funding Conditions and agree to be bound by the same in your capacity as an Investor, in all of your transactions to provide funding entered into on the Platform.
- 6.3 By using the services provided via the Platform, you confirm that you have read, understood and agreed to be bound by the Terms of Service (as amended from time to time). Please ensure that you read the Terms of Service (including these Investor Terms) carefully as these will bind you and govern your relationship with us and issuers. If you are uncertain as to your rights and obligations under them or would need an explanation in relation thereto, you may contact us in the manner set out in clause 19 below.

- 6.4 Where you are acting as an appointed representative of a partnership, company or other business, you confirm that you have the authority to enter into these Investor Terms on behalf of the partnership, company or business you represent and that your partnership, company or business agrees to be bound by the Terms of Service and you will provide us with documentary evidence indicating such authority. If you do not agree to and conform to/ comply with the Terms of Service, you will not be able to become an investor on the Platform.
- 6.5 As an Investor, you may, subject to the requirements under the applicable laws and conditions set by us from time to time, invest money on the Platform:-
- (a) by selecting to provide funding to issuers that have displayed a funding request on the Platform ("**Funding Request**") that has not been fully funded; and/or
 - (b) by choosing to purchase individual parts of fundings ("**Funding Parts**") that are already funded by other Investors on the secondary market on the Platform ("**Secondary Market**"); and/or
 - (c) by choosing the criteria for the types and/or profiles of businesses, which have been determined by us that you want to provide funding to; and then using a tool on the Platform called "Smart Invest" to allow the Platform to automatically: (i) select the Funding Request(s) that match your criteria, to purchase parts or all of those Funding Request(s). Please note that the Smart Invest tool is only available to an Investor with a minimum balance amount standing to the credit of its/his/her Fundaztic Trust Account (as defined in Clause 6.9 herein) of RM2,000, or such other amount as we may determine is sufficient, from time to time.

You can use a combination of the above ways to invest.

A Funding Request shall remain listed on the Platform for a period beginning on the date such Funding Request is listed and ending on (i) the date it is fully funded or (ii) such period of time as notified by us on the Platform thereafter, whichever is the earlier ("**Funding Period**"). A Funding Request page will contain the key contract terms which set out the specific details of the funding ("**Key Contract Terms**") and which is available for viewing online once you are registered as an Investor.

- 6.6 If you are an Angel Investor or a Sophisticated Investor (as defined below in this clause 6.6), there is no limit in respect of the amount that you can fund on the Platform. However, if you are a retail investor (i.e. an investor other than an Angel Investor or a Sophisticated Investor) ("**Retail Investor**"), it is strongly encouraged that your total investments on the Platform do not exceed RM50,000.00 at any period of time. In this regard, you agree to provide us from time to time at our request, a confirmation, via the Platform, of your understanding of the inherent risks involved in exceeding the encouraged limit.

For the purposes of this clause-

- (c) "Angel Investor" shall mean an Investor that is accredited by the Malaysian Business Angels Network as an angel investor; and
 - (d) "Sophisticated Investor" shall mean any person who falls within any of the categories of investor set out in Part 1, Schedules 6 and 7 of the Capital Markets and Services Act 2007 and includes a venture capital corporation, venture capital management corporation, private equity corporation and private equity management corporation registered with the Securities Commission Malaysia.
- 6.7 Once you have decided which business(es) you want to invest in using the method described in Clause 6.5(a) above, you will be invited to choose the amount of money that you want to invest. Prior to that, you may be required to submit further documentation and/or information as may be determined by us, including filling in a risk profiling questionnaire to determine your risk appetite and the type of investments deemed more suitable to be chosen by you based on your age, investment experience as well as educational background.
- 6.7A If you choose to use the Smart Invest tool described in Clause 6.5(c) above, you will be required to set the criteria of the types and/or profiles of businesses which you wish to invest in, namely the amount you wish to invest, the range of tenure of the funding you wish to provide, the range of the profit rates in Islamic products you wish to receive on investments, the risk scoring grade of the investments you wish to invest in and/ or such other criteria as we may determine from time to time ("**Smart Investment Criteria**"). Once you have saved and activated your Smart Investment Criteria in accordance with the instructions given:-
- (a) you will be able to view your saved Smart Investment Criteria on the your Smart Invest tab, and
 - (b) the Platform will automatically select Funding Request(s) which match your Smart Investment Criteria and invest the amount you wish to invest (as per your Smart Investment Criteria) to purchase parts and/or all of such Funding Request(s). For the avoidance of doubt, the Platform will not invest in Funding Requests which have been fully-funded or which you have already invested in.
- 6.8 The minimum amount per investment in relation to a Funding Request is RM50.00 which can be increased by increments of RM50.00, or such other amount as may be determined by us from time to time. Where you are a Retail Investor, we strongly encourage that your total maximum funding on the Platform does not exceed RM50,000.00 at any period of time. In respect of all Investors, you are strongly encouraged to diversify your investments at all times in order to reduce the risks involved.

- 6.9 Once you have selected and confirmed the investments that you wish to make using the method described in Clause 6.5(a) above, you will be required to transfer the relevant amount of monies to a segregated trust account established and maintained in a bank licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013 ("**Fundaztic Trust Account**") using your verified e-mail address. These funds will then be used to fund the investments selected by you on the Platform. The Fundaztic Trust Account is administered and managed by our licensed third-party administrator.

Where the aggregate amount standing to the credit of the Fundaztic Trust Account is, at any given time, RM3,000,000 or above, all profit rates earned in respect thereof, which would include profit accrued on balance amounts standing to your credit in the Fundaztic Trust Account during such time shall be payable to us as an administrative charge ("**Fundaztic Trust Account Administrative Charge**"). For Islamic note funding, the profit accrued is contributed by you to Fundaztic on the basis of Tanazul where you waive your right to receive any profit accrued and give to Fundaztic. Please note that you are entitled to a refund of such balance amounts pursuant to Clause 6.13 of these Investor Terms or to use such amount to make new investments. For the avoidance of doubt, the Fundaztic Trust Account Administrative Charge does not, in any way, reduce or adversely affect, your principal balance amount (i.e. balance amount without the profit in Islamic financing products thereon) standing to the credit of the Fundaztic Trust Account.

- 6.10 Transfer of monies by you into the Fundaztic Trust Account shall be carried out by bank transfer or other payment methods we may offer from time to time. Cash deposits are not accepted. We have complete discretion to specify the method by which you may transfer money into the Fundaztic Trust Account depending on the outcome of the checks we have carried out as part of the investor application process. We require you to use a specified bank account held with a Malaysian bank and which is maintained in your sole name or jointly with another person, or in the name of the business or organisation you represent. Any request to change your bank account is subject to further approvals by us and will attract additional verification costs.
- 6.11 Save and except in the case where the Minimum Funding Goal (as described in clause 6.13) has not been attained, all offers to invest which have been made by you (whether by way of self-selection of such investments pursuant to clause 6.5(a) above or the Smart Invest tool pursuant to clause 6.5(c) above) are final and binding and cannot be withdrawn by you. You should note that in a case where a Funding Request has achieved the Minimum Funding Goal as described in clause 6.13(b) hereinbelow or where we have rescheduled or restructured the payments under a Funding Contract (as described in Clause 8.6 hereinbelow), the Key Contract Terms in relation to the Funding Request shall be varied (as we may determine in our discretion) ("**Varied Key Contract Terms**") to make adjustments for the actual amount funded or reflect the varied payments terms (as the case may be), and your offer to invest shall be deemed to have been made in respect of such Varied Key Contract Terms.

6.12 The Platform's investment process has been designed to accept investments on a "first-come-first served" basis provided payment in full has been made in respect thereof. This means that, if you have selected a Funding Request to invest in but have not effected full payment in respect thereof, the investment is deemed not made and as such, the amount available for investment may be taken up by other Investors as long as the Funding Period is still open and the amount requested in the Funding Request has not been fully funded.

6.13 Where a Funding Request which is required to be:

- (c) fully-funded in order to be successful, has been fully funded within the Funding Period, or
- (d) funded in respect of an amount equivalent to at least eighty per cent (80%) of the total Funding Request in order to be successful, has been funded in respect of such amount within the Funding Period,

the issuer (upon meeting applicable pre-disbursement conditions set by the Platform, if any) will be deemed to have accepted the offers to invest made by each and every Investor in respect of the funding, and a legally enforceable agreement ("**Funding Contract**") will be deemed to have been automatically entered into between the issuer and each Investor for each Funding Part (sub-paragraphs (a) and (b) of this Clause 6.13 shall hereinafter individually be referred to as "**Minimum Funding Goal**"). Each Funding Contract is made up of (i) the Key Contract Terms or the Varied Key Contract Terms, where applicable (as described in clause 6.11 above, and notified via the Platform and/or e-mail to you), and (ii) the Funding Conditions.

In the event that the Minimum Funding Goal is not achieved, the Funding Request shall be deemed to be unsuccessful and no Funding Contract will be formed. In such a case, monies transferred by you shall remain in the Fundaztic Trust Account and you may request for a refund of your monies, free of return, into your specified bank account (less any amounts payable in respect of online transfer of money). Alternatively, you may elect to use the amount to select and make new investments. If you select to make new investments that exceed the available credit in your account, then, you will be required to make payment of the differential amount in the manner provided in these Investor Terms.

6.14 We reserve the right to withdraw Funding Request on the Platform and/or Funding Parts on the Secondary Market (when applicable), and to suspend availability of the Smart Invest facility and/or the Secondary Market, at any time for any reason and without prior notice. We may also change the minimum and maximum amounts that you can invest in and shall update of such changes on the Platform from time to time.

6.15 We may suspend or place limitations on your account at any time if we believe it is appropriate in order to comply with our legal or regulatory obligations or the

terms of these Investor Terms. This may include periods where we need to obtain additional client identification documents. For more details about how we use your information, please refer to our Privacy Notice at <https://www.fundaztic.com/my/about/privacy-notice/>.

- 6.16 You can monitor your portfolio of investments on the Platform in the "My Orders" section of the Platform.
- 6.17 The Islamic funding is based on the Shariah principle of Murabahah (via Tawarruq) arrangement for the underlying contract. The Investor hereby appoints Peoplender as the agent or wakil to perform all necessary requirements for the execution of the said arrangement.
- 6.18 For the avoidance of doubt, the principle of Murabahah (via Tawarruq) arrangement shall be applied in the following manner:
- (i) Pursuant to this Funding Condition, upon successful funding of the Islamic funding note, Peoplender on behalf of the Issuer shall execute the Purchase Request;
 - (ii) Pursuant to the above, Peoplender (acting on behalf of Investor) shall purchase the commodities from the commodity supplier at the purchase price which is equivalent to the funding amount raised ("Purchase Price") on a spot payment basis.
 - (iii) Upon acquiring the commodities, Peoplender (acting on behalf of the Investor) sells the commodities to the Issuer pursuant to the Offer for Sale at the price which is equivalent to the Purchase Price plus profit ("Sale Price") on a deferred payment basis.
 - (iv) Pursuant to the Acceptance to the Offer for Sale, Peoplender (acting on behalf of Issuer) accepts the sale and subsequently sells the commodities to commodity buyer at price equivalent to the Purchase Price on a spot payment basis. The proceed of the sale shall be disbursed to the Issuer.

7. Funding Contract

- 7.1 The Funding Contract (comprising the Key Contract Terms or Varied Key Contract Terms, where applicable and the Funding Conditions) is a separate binding legal agreement directly between you and the issuer you provide funding to. If there is a conflict between these Investor Terms and the Funding Contract, the Funding Contract will prevail. The Funding Contract constitutes an "investment note" within the meaning of Chapter 13 of the Guidelines on Recognised Markets issued by the Securities Commission of Malaysia.
- 7.2 Upon registration for the use of our services via the Platform, you will be deemed to have accepted the Funding Conditions and agree to be bound by the same in your capacity as an investor, in all of your funding transactions entered into on the Platform. If you enter into a Funding Contract as an appointed representative

of a partnership, company or other business, you will be deemed to warrant that you are duly authorized to act on its behalf. Breach of this requirement may result in legal action being taken against you personally.

- 7.3 The relationship between you and the issuer shall be governed exclusively by the relevant Funding Contract. In this regard, you agree that in entering into the Funding Contract as aforesaid, you are deemed to have read, understood and agreed to and accepted each and every term and condition in the Funding Contract. For the avoidance of doubt, we are not and will not be a party to the Funding Contract. Notwithstanding the aforesaid, you agree and irrevocably and unconditionally authorise us to pursue the issuer(s) (directly or indirectly) for collection of monies due and owing in the event of a default in payment of any Funding Parts you have provided or for any other event of default under the Funding Contract.
- 7.4 Once the Funding Contract is entered into as aforesaid, the amount of your investment is then transferred from the Fundaztic Trust Account to the bank account of the issuer or to the bank account of such third party as authorised by the issuer, as the case may be. For Islamic funding, the disbursement shall be made once the transactions are executed in the manner as stipulated in Clause 6.18.
- 7.5 If you purchase a Funding Part from another Investor, the relevant Funding Contract will be assigned to you from the transferring Investor, and you will become a party to the relevant Funding Contract with the issuer and your money will be transferred from your account in the Fundaztic Trust Account to the transferring Investor's account in the Fundaztic Trust Account. Information on the transfer of Funding Parts is set out in clause 8A of these Investor Terms.
- 7.6 Each time you purchase or sell a Funding Part, you will be provided with a document which will detail the legal terms of your purchase and sale ("**Transfer Certificate**").
- 7.7 In all Funding Contracts and Transfer Certificates, the issuer will be identified by a URN and the Investor(s) will be identified by his/her/its verified e-mail address. We will quote an Investor's address as being "**c/o Peoplender Sdn Bhd**" and state our postal address. Each Investor agrees that all notices and communications to be given to it by an issuer shall be sent to us on their behalf. Each Investor further hereby expressly agrees that a written certification by us identifying an issuer in respect of a Funding Contract will be final and conclusive evidence of the identity of such issuer.
- 7.8 Until the Funding Contract has been formed, no profit will be earned by you.

8. Profits and Payments

- 8.1 You agree and acknowledge that the payment of the total funded amount that you have provided and the profit thereon will depend on the terms of payment under the relevant Funding Contract in respect of the funding you are providing, as set out in the Key Contract Terms and Varied Key Contract Terms (as the case may be), and accordingly, will be either due to you in the form of a single bullet payment at the expiry of the tenure of such Funding Contract ("**Bullet Payment Funding Contract**"), or in instalments in monthly or scheduled payments over the tenure of the Funding Contract.
- 8.2 The monthly or other scheduled payments or bullet payment (as the case may be) due to you under each Funding Contract can be viewed on your "*My Investment*" section of the Platform. The Funding Contract governs the frequency and amount of each payment.
- 8.3 All payments and profit accrued will be credited to your specified bank account and you will be able to view them at "*My Investment*" section of the Platform.
- 8.4 All payments will be made to Investors without deduction of tax, withholding taxes or any applicable goods and services tax unless otherwise required by law. It is your responsibility to account for any taxes that may be payable on your payments to any tax authorities. You also acknowledge and agree that you shall be solely responsible for estate or succession planning in managing how your account may be accessed, or any credit balance withdrawn or transferred to your nominated beneficiaries in the event of your death or incapacity.
- 8.5 You acknowledge and agree that an issuer is entitled to pay the entire funded amount at any time at no extra cost provided the issuer:- (a) shall pay the total amount of purchase and profit and any applicable fees outstanding; (b) the issuer has given us fifteen (15) business days prior written notice in respect thereof; and (c) the issuer has paid, in full, at least six (6) monthly instalments under a Funding Contract that is not a Bullet Payment Funding Contract, including any and all outstanding and overdue instalments as at the time of the written notice. An issuer in respect of a Bullet Payment Funding Contract will not be granted a rebate on profit upon early payment thereof.

For Islamic funding, the Ibra' shall be granted by the Investor pursuant to the clause 16.

- 8.6 You agree and acknowledge that we may, at any time (including before the issuer has defaulted on any payment), reschedule or restructure the payments under a Funding Contract in respect of which we (in our sole and absolute discretion) deem is or would be appropriate or necessary to effectively recover the funded amount or any part(s) thereof from the issuer. Where we have exercised our right to reschedule or restructure the payments under a Funding Contract, the Varied Key Contract Terms thereof will be notified to you on the Platform.

8A. Selling your Funding Part (when available)

- 8A.1 If you want to recover your Funding Part before it has been repaid (i.e. before the term of the Funding Contract expires), you may, subject to the requirements under the applicable laws and conditions set by us from time to time, sell your Funding Part to other Investors on the Platform manually. In this regard, you may choose to sell either a single Funding Part or multiple Funding Parts which will be bundled into a combined portfolio.
- 8A.2 You can apply a mark-up or mark-down on the profit rate to each Funding Part you decide to sell. The amount by which you can mark the profit rate up or down is specified on the Platform.
- 8A.3 The sale price for the Funding Part will be the outstanding purchase amount of the Funding Part plus the mark-up or mark-down you may choose to apply to the Funding Part.
- 8A.4 Subject to the terms and conditions provided herein, you can sell your Funding Parts on the Secondary Market on an individual basis which allows you to decide exactly which Funding Parts you wish to sell. You can select the Funding Parts you want to sell in the "My Investment" section of the Platform, and these Funding Parts will be listed on the Secondary Market for sale for such time as we may determine and notify you, after which such Funding Parts will be removed from the sale listing and you will continue to be the Investor for those Funding Parts.
- 8A.5 If you sell a Funding Part, the sale proceeds will be transferred to your account in the Fundaztic Trust Account from the buying Investor's account in the Fundaztic Trust Account after deduction of the Platform's sale fees (see clause 9.4 below). Thereafter, the right to receive payment of future payments in respect of the Funding Part shall be assigned to the buying Investor.
- 8A.6 The legal process of selling a Funding Part is detailed within clause 7A of the Funding Conditions.
- 8A.7 This clause shall not be applicable to Islamic notes until such feature is made available.

9. Fees

- 9.1 You hereby agree that we may charge fees for our services as stated in this clause 9 and you acknowledge that all fees payable to us are to compensate us for our role in administering and facilitating the services provided in connection with the Platform.
- 9.2 We may charge a fee for investor take-on which will cover the cost of our third party providers undertaking "know-your-customer" checks. We will inform you of this cost on the Platform and this will be deducted from your initial investment deposit.

- 9.3 We will charge a fee ("**Platform Management Fees**") of: (i) in respect of a Bullet Payment Funding Contract, one percent (1%) of the total amount of the payment thereunder, and (ii) in respect of a Funding Contract which is not a Bullet Payment Funding Contract, two percent (2%) of each monthly payment for the entire funding tenure thereof. The Platform Management Fees shall be deducted from each payment or bullet payments for Islamic financing products (as the case may be) to you prior to it being credited into your account. The Platform Management Fees is imposed in order to cover the costs of running the Platform and administering the funding.
- 9.4 If you decide to sell a Funding Part, we will also charge a Funding Part sale fee of one percent (1%) ("**SM Sale Fee**") of the total outstanding principal value of each Funding Part sold.
- 9.5 If you decide to purchase a Funding Part, we will also charge a Funding Part purchase fee of one percent (1%) ("**SM Purchase Fee**") of the total outstanding principal value of each Funding Part sold.
- 9.6 We reserve the right to waive, reduce or increase the applicable fees from time to time. Any such changes shall be notified to you on the Platform.

10. Appointment of Collection Agent

- 10.1 By accepting these Investor Terms, you agree and irrevocably and unconditionally authorise us to pursue the issuer(s) and/or any guarantor(s) in respect of the funding (directly or indirectly) in our own name as agent for and on your behalf (or in the event that we have repaid to you the outstanding purchase of the Funding Part in respect of a Protected Funding Contract (as hereinafter defined) under Principal Protect (as hereinafter defined), in our own name for our own benefit) for collection of monies due and owing in the event of a default in payment of any Funding Parts you have provided or for any other event of default under a Funding Contract and/or of any guarantee and indemnity provided to you.
- 10.2 You acknowledge and agree that we may in turn appoint solicitors and/or recovery or debt collection agent(s). You also authorise us to take all and any reasonable actions to protect your rights as available in any relevant jurisdiction which may include:
- (c) registration of liens, charges and rights as available; and
 - (d) any other action as available from time to time in accordance with the applicable laws.
- 10.3 Unless otherwise prohibited by the applicable laws and subject to Clause 11A.2 of these Investor Terms, when requested by you, we may provide to you as the Investor certain information about the assets of that issuer, if we hold such information for the issuer, and/or an asset register detailing such assets together

with estimated forced re-sale value of such assets on enforcement. In such circumstances, any asset valuation provided will be indicative of the value of the asset only and you acknowledge and agree that any realisation on enforcement in connection with the sale of such asset may be lower than the value set out in the asset register.

11. Missing Payments

- 11.1 You agree that in the event of default under a Funding Contract and/or any guarantee and indemnity in respect thereof, we shall be entitled to take any or all of the steps set out in these Investor Terms on your behalf or in our own name for our own benefit (in the event that we have paid to you the outstanding balance of the Funding Part in respect of a Protected Funding Contract (as hereinafter defined) under Principal Protect (as hereinafter defined)). In certain circumstances, we may act outside and/or ahead of the following process to pursue default payments (whether or not in formal default) where we consider this to be in the best interests of you and our other Investors. We may recover our reasonable costs and expenses for taking the action described in this clause 11 from any amount recovered which is payable to Investors.
- 11.2 If any payment under a Funding Contract has not been made within seven (7) days from the scheduled payment date, we may impose a late payment fee on the issuer which would be in addition to the funded amount due or any Additional Profit (as hereinafter defined in Clause 11.3 below). This fee will be payable immediately and may be retained by us.
- 11.3 Save in exceptional circumstances as determined by us in our sole and absolute discretion from time to time, and notwithstanding clauses 11.1 and 11.2 above, if an issuer:- (a) misses or fails to pay, in full, the amount of the single bullet payment under a Bullet Payment Funding Contract by or on the date on which such payment is due; or (b) misses, fails to pay or only partially pays any of the monthly instalments under a Funding Contract other than a Bullet Payment Funding Contract on or by the relevant due date thereunder; or (c) misses, fails to pay or only partially pays any other payment that is due under a Funding Contract, or if the Issuer fails to comply with any term or condition applicable to it (including the Funding Contract); the funding will be deemed to have triggered an event of default and the outstanding balance shall immediately become due and payable by the issuer and we shall be entitled to exercise our right to issue the issuer with a default notice and termination notice and will pursue the issuer and/or the guarantor(s) if any, for the total funded amount outstanding. Further, we shall be entitled to continue to charge an Issuer in respect of a Bullet Payment Funding Contract which has been deemed to have triggered an event of default, profit ("Additional Profit") from the relevant due date of the payment until full payment is made (pro-rated on a daily basis) at the prescribed profit rate on the total funded amount as set out in the Key Contract Terms or Varied Key Contract Terms (as the case may be), and retain such Additional Profit.

We (or the collection agent appointed by us) may deduct an amount to be determined by us, which is representative of market practice, of the amount it recovers from the issuer and the remaining proceeds will be distributed to Investors. Where possible this fee will be added to the outstanding funded amount so as not to reduce the amount Investors receive.

For Islamic financing products, the issuer shall be subjected to a late payment charge ("Late Payment Charge") amounting up to ten per centum (10.0%) on the overdue/ past due amount.

For the avoidance of doubt, the Late Payment Charge consists of Ta`widh (compensation charge) of up to one per centum (1.0%) per annum on the overdue amount and Gharamah (penalty charge) for the remaining per centum (%) of the Late Payment Charge on the overdue amount. Ta`widh amount is allowed to be collected and earned by the Investor while Gharamah charge shall not be recognised as income and should be channelled to charity. However, as the Ta`widh forms part of administrative charges of the platform, the investors allow the platform to retain the corresponding amount.

The combined rate of both Ta`widh and Gharamah imposed on the overdue amount shall not be compounded on the total payment due and overdue and shall not exceed one hundred per centum (100%) of the overdue/past due principal amount.

- 11.4 Subject to Clause 11A.2 of these Investor Terms, if we (or the collection agent appointed by us) are unable to collect the financing or any part thereof under the Funding Contract and/or any guarantee and indemnity provided to you, we will notify you in writing and/ or post information in this respect on the Platform. In such an event, you will retain the right to enforce your rights under the relevant Funding Contract and/or guarantee and indemnity directly against the issuer and/or the guarantor(s). Upon your request, we shall provide you with the relevant contact details of the issuer and/or the guarantor(s) to enable you to pursue your claim directly.
- 11.5 You acknowledge and agree that our rights to pursue the issuer and/or any guarantor(s) for the total amount outstanding shall not impose any obligations on us to take or refrain from taking any step or steps apart from those specifically set out in clauses 11.1, 11.2 and 11.3 above. The decision whether or not to proceed with certain actions against the issuer and/or the guarantor(s) and the types of recourse and actions to recover the outstanding funded amount shall be in our absolute discretion as we deem fit. In particular, you acknowledge and agree that commencing court proceedings will be an action of last resort. There are inherent risks in litigation and the outcome can never be guaranteed. We give no guarantee that any such action will be taken or if taken, will be successful and you acknowledge that such action could result in you and other Investors being ordered by the court to pay damages. For the avoidance of doubt, we shall not be liable for and responsible to bear such damages.

- 11.6 Save and except where we have paid the outstanding balance of the Funding Part to you in respect of a Protected Funding Contract (as hereinafter defined) under Principal Protect (as hereinafter defined), we will endeavour to keep you up to date with the progress of any efforts to collect overdue payments, or collect on defaulted accounts. You can view an up-to-date status report in the “*My Investments*” section of the Platform.
- 11.7 It is possible that the sums recovered pursuant to any debt collection action will not be sufficient to discharge all obligations owing by the issuer at that time to all relevant Investors on the Platform. If that is the case, then the Investors shall only be entitled to recover their proportionate share of such monies recovered, less the costs and expenses (including legal costs and the Platform Management Fees) and any claims incurred during the recovery process. In addition, it is possible that there may be other creditors of the issuer that have claims that may be recovered in priority to those of the Investors. Legal action is by no means a guaranteed route to payment in the event of failure by the issuer in meeting its payment obligations under a Funding Contract. We will endeavour to act in a fair and equitable manner to achieve maximum recovery for all affected Investors, which may include extending payment terms or selling the financing to a third party.
- 11.8 By entering into these Investor Terms, you hereby acknowledge our absolute right and discretion to take all and any reasonable actions to protect our rights or your rights as available in any relevant jurisdiction, as we deem fit and you unconditionally and irrevocably agree that you will not challenge our authority granted and/or our discretion exercised herein.

11A. Principal Protect

- 11A.1 By accepting these Investor Terms, you irrevocably and unconditionally agree that we may, in our sole and absolute discretion, pay to you the outstanding balance of the Funding Part in respect of any Funding Contract in the event of a default in the payments by the issuer, in advance of any future payments of such defaulted payments by the issuer and/or action taken pursuant to Clauses 10 and 11 of these Investor Terms provided that such Funding Contract (“**Protected Funding Contract**”) has been entered into by an Investor who is or becomes automatically eligible for such protection against his/her/its capital losses under the “Principal Protect” feature (or such other name as the feature may be known as from time to time) (“**Principal Protect**”). Further information on Principal Protect, including the conditions / criteria to be met to be automatically eligible therefore is available on the Platform.
- 11A.2 By accepting our payment of the outstanding Funding Part in respect of the relevant Protected Funding Contract under Principal Protect under Clause 11A.1 of these Investor Terms, you agree and acknowledge that:-
- (d) we shall be subrogated to all of your rights and claims (including the right to the payments from the issuer and the right to pursue and recover from

the issuer and/or guarantor(s) any monies due and owing under the relevant Protected Funding Contract and/or guarantee and indemnity in respect thereof) against the issuer;

- (e) you shall not have any claims and/or rights under the relevant Protected Funding Contract and/or any guarantee and indemnity in respect thereof (whether directly or indirectly) against the issuer and/or the guarantor(s); and
- (f) we shall not be obliged to provide you with any information, notification and/ or post any information on the Platform referred to in Clauses 10.3 and 11.4 of these Investor Terms.

11A.3 Where the amount recovered by us under the Protected Funding Contract and/or guarantee and indemnity exceeds the amount we have repaid you under Principal Protect, we shall, upon deducting such costs and expenses incurred by us in relation to any action taken under Clauses 10 and 11 of these Investor Terms, redistribute any remaining amount (as rounded down to the nearest RM0.10) to you.

11A.4 We shall not have any claims against you in respect of the outstanding balance of the Funding Part (or any part thereof) under any Protected Funding Contract that we have paid to you under Principal Protect.

11A.5 Once you have accepted our payments of the outstanding Funding Part in respect of the relevant Protected Funding Contract under Principal Protect, we shall be entitled to notify in writing the relevant issuer of the same.

11A.6 In the event that, after and notwithstanding the subrogation referred to under Clause 11A.2 of these Investor Terms, you receive any amount(s) from the relevant issuer and/or guarantor(s) pursuant to the Protected Funding Contract and/or guarantee and indemnity in respect thereof, you shall immediately notify us in writing of such receipt and shall pay the amount(s) to us. Until such payment to us, you shall hold such amount on trust for us absolutely as beneficiary.

12. Warranties, Undertakings, Indemnities and Disclaimers

12.1 You warrant, undertake, represent and covenant as follows:-

- (a) that you have the legal capacity to enter into these Investor Terms. If you are a limited liability partnership, partnership or company, you warrant that your appointed representative has the authority to enter into these Investor Terms on your behalf;
- (b) that you are not a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia;
- (c) if you are not a Malaysian citizen, that you are a "resident" for the purpose of the Malaysian Income Tax Act 1967;

- (d) that you shall comply with all applicable laws and regulations and promptly obtain all consents or authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation to enable you to perform your obligations under these Investor Terms, the Funding Contract and to ensure the legality, validity, enforceability and admissibility in evidence of the funding in any relevant jurisdiction, including Malaysia;
- (e) that you shall notify us of any event of default occurring under the Terms of Service and/or any other agreement to which you are a party, promptly on becoming aware of its occurrence;
- (f) that all information provided to us, including in the course of the investor registration and funding process is complete, true and accurate in all respects;
- (g) that the information we hold on record for you is up to date. You agree to inform us as soon as reasonably possible if any of the information you provide to us changes or is likely to change at any time;
- (h) that you shall use the Platform only for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use and enjoyment of the Platform;
- (i) that you shall not use the Platform or any information accessible on or obtained therefrom for the purposes of canvassing or soliciting any person or enticing any person away from the Platform;
- (j) that you shall take and have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Platform or us is free from viruses and anything else which have a contaminating or destructive effect on any part of the Platform or any other technology;
- (k) that you are responsible for all costs incurred by you in accessing the Platform;
- (l) that all the monies paid by you towards the funding amount come from lawful sources and does not breach the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 or any other similar legislation; and
- (m) that you shall only download and print content from the Platform solely for your own personal use or in the course of your business to the extent required to use the services provided thereon. Platform content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without our express prior written consent.

12.2 You shall defend, indemnify, protect, and hold us harmless, as well as our subsidiaries, affiliates, officers, directors, agents, employees, representatives, successors and assigns, without limit, from and against any and all actions, claims, suits, demands, judgements, losses, costs, expenses and/ or damages, including but not limited to solicitors and clients fees, for or arising out of any breach by you of these Investor Terms or any Funding Contract. The provisions contained in this clause shall survive the termination or expiry of these Investor Terms.

12.3 You hereby agree to the following disclaimers:

- (a) We shall not be responsible for content downloaded or posted by investors or issuers on the Platform. We shall not edit content downloaded or posted on the Platform.
- (b) The information provided on the Platform is directed solely at and is for the use solely by persons and corporations that meet the criteria of an "Investor" as set out in clause 3.1 above. The Platform is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to applicable law or regulation.
- (c) We shall not be responsible or liable for your use of content on the Platform and such use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses or other malicious programs on the Platform, we accept no liability for them if they do exist. It is your responsibility to use, update and maintain appropriate antivirus software on your computer.
- (d) We take reasonable precautions to ensure that our systems are secure. However, information transmitted via the Platform will pass over public telecommunications networks. We accept no liability if communications sent via the Platform are intercepted by third parties or incorrectly delivered or not delivered.
- (e) The Platform may contain links to third party websites. We accept no responsibility or liability for any material supplied by or contained on any third party website which is linked from or to the Platform, or any use of personal data by such third party.
- (f) We do not warrant or represent that the content of the Platform does not infringe the rights of any third party.

13. Role and Liability of the Platform and Operator

13.1 Our primary role is to act as operator of the Platform. The Platform is a conduit to bring you together with prospective issuers, to provide a stream-lined process for entering into Funding Contracts and to co-ordinate and facilitate the collection

and payment of sums due under or in connection with those Funding Contracts (including certain limited actions if the issuer or any guarantor defaults, as set out in these Investor Terms), in some cases, in coordination with third parties or agents.

- 13.2 All applications to raise funds on the Platform are reviewed by us, and classified at the initial application stage into risk scoring grades. The risk scoring grade allocated is based on, amongst others, information included in the issuer's application and the results of credit reports obtained from credit reference agencies. We have no obligation to check or edit the information submitted or uploaded by an issuer to the Platform. Accordingly, we accept no responsibility or liability for the accuracy of the information provided by issuers to prospective investors or the risk scoring grades.
- 13.3. The provision of a risk scoring grade is intended to be indicative only and you will need to form your own opinion regarding the creditworthiness of any issuer and undertake your own research, analysis and assessment, and where appropriate, seek your own independent financial advice.
- 13.4 We accept no responsibility and disclaim all liability for any information about an issuer made available to prospective investors on the Platform (including the risk scoring grade) and for any consequential loss or damage incurred by you, howsoever arising, as a consequence of such information being made available on the Platform.
- 13.5 Other than the activities and responsibilities mentioned in clauses 13.1 and 13.2 above, we will not perform any decision making functions on your behalf. You shall retain complete control and discretion over all aspects of your participation on the Platform.
- 13.6 By using the Smart Invest tool, you will be deemed to have consented to the Platform automatically investing in Funding Requests on your behalf and in accordance with your instructions. In this regard, the Platform will only invest in Funding Requests(s) which match your Smart Investment Criteria. Accordingly, we accept no responsibility and disclaim all liability in respect of any investments or purchases which have been made by the Platform on your behalf in accordance with your Smart Investment Criteria, and for any consequential loss or damage incurred by you, howsoever arising, as a consequence of such investments.
- 13.7 We accept the appointment by you to act on your behalf in performing all necessary transactions to complete the Murabahah (via Tawarruq) arrangement including but not limited to executing the Commodity Murabahah contract and Offer for Sale for the purpose of Islamic financing.

14. Exclusion of Liability

- 14.1 We give no warranty and make no representation as to the ability of issuers to meet their payment obligations under any Funding Contract and we shall not be held liable for any losses suffered by you as an Investor as a result of the financing of the issuers or any failure by them to meet their financial obligations. You acknowledge and agree that you are providing funding on the Platform entirely at your own risk.
- 14.2 Calculations we provide on the Platform relating to the likely rate of return on funding/investments are for guidance purposes only and should in no way be considered a guarantee of the return which may be realised.
- 14.3 We cannot guarantee that there will be sufficient offers to provide funding in respect of any Funding Request and allow your funds to be invested or that there will be sufficient issuers for you to invest in.
- 14.4 We cannot guarantee that Funding Parts listed for sale on the Secondary Market will be bought by other Investors or the time it will take to withdraw funds from the Platform by selling Funding Parts. You should ensure when you invest on the Platform that you are able to commit to the investment for the full term of the funding.
- 14.5 Where we have secured any form of personal guarantee and indemnity in support of an investment on your behalf as an Investor, you accept that the enforceability of such personal guarantee and indemnity shall be subject to normal legal risks and limitations and that we will not have ensured that any individual providing such a guarantee and indemnity has been independently advised of the impact of such a personal guarantee and indemnity. Such guarantee and indemnity can be open to challenge, including in circumstances where the individual granting the guarantee and indemnity has been subject to undue pressure or influence from a third party.
- 14.6 The information on the Platform does not constitute advice, recommendations or an endorsement of Funding Request or issuers and the information is not intended to be relied upon as a sole basis for deciding whether or not to provide funding to a particular issuer.

15. Termination

- 15.1 We may terminate your membership of the Platform at any time if:-
- (h) you breach any term and condition in the Terms of Service (including without limitation these Investor Terms and any warranty, representation, covenant or undertaking contained herein);
 - (i) you breach any term or condition (including without limitation any warranty, representation, covenant or undertaking) of the Funding Contract;

- (j) you have committed fraud, been involved in money laundering or any other criminal activity;
- (k) you use the Platform in any of the following ways:-
 - iv. in any way that causes, or is likely to cause, the Platform or access to it to be interrupted or damaged in any way;
 - v. for fraudulent purposes, or in connection with a criminal offence; or
 - vi. to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory or obscene; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, commercial solicitation, mass mailings or any spam;
- (l) it comes to our attention that you have provided information to us which we subsequently find to be materially incorrect, inaccurate or false;
- (m) we have reasonable grounds to believe that any of the events stated above occurs or will occur; or
- (n) if there has been no activity whatsoever performed on the Platform by the Investor for a period of more than twelve (12) months.

15.2 Termination of your membership of the Platform under clause 15.1 will not necessarily result in the termination of any Funding Contract to which you are a party at that time. For the avoidance of doubt, termination of your membership of the Platform means that while you will no longer be able to provide any new funding on the Platform, you are entitled to remain on and use the Platform to the extent necessary (as determined by us) until such time that you have no Funding Contracts or Funding Parts in force or in place.

15.3 Notwithstanding clauses 15.1 and 15.2 above, you may terminate these Investor Terms and your account with us at any time by giving us written notice PROVIDED THAT you have no Funding Contracts or Funding Parts currently in force (see clause 15.4 below) and we will end your membership such that your agreement with us shall be terminated with effect from the date of your written notice.

15.4 For the purposes of clause 15.3 above, you are unable to end your membership and terminate your agreement with us unless and until you have no Funding Contracts or Funding Parts in force or in place. This means that, if you wish to end your membership and terminate your agreement with us, you could take steps to put yourself in a position where you can do so (including by not making any new offers to provide funding, or seeking to purchase Funding Parts on the

Secondary Market, or waiting until all Funding Contracts have expired and the funded amounts have been fully settled and/or waiting until proceedings against the relevant issuers have ceased).

- 15.5 All charges shall continue to apply to your account until such time as it is closed and our agreement with you is terminated.
- 15.6 On termination, we will credit your bank account with any funds left in your account with us or send a cheque to the address last provided by you.

16. Ibra'

- 16.1 For Islamic financing products, in the event of settlement and early payment by the Investor, the Investor undertakes to grant the Issuer Ibra' on the profit amount based on the formula below;

Ibra' = Deferred Profit - Early Settlement Charge (if any) - fees & charges (if any);

Where (i) Deferred Profit = Total Profit – Accrued Profit, and (ii) Total Profit = Sale Price – Purchase Price

17. Miscellaneous

- 17.1 In the event we cease operating or become insolvent, we would transfer our funding servicing obligations to our appointed independent third party service provider with whom we have entered into a back-up servicing arrangement.
- 17.2 We may, to the extent permitted by laws, perform any of our obligations, and exercise any of the rights granted to us under these Investor Terms through a third party. We may assign any and all of our rights and obligations under these Investor Terms to any third party.
- 17.3 If any term of these Investor Terms is at any time held by a court of competent jurisdiction or found to be void, invalid, illegal or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any the validity or enforceability of the remainder of these Investor Terms.
- 17.4 Unless otherwise specified, these Investor Terms and the documents referred to herein constitute the entire agreement between us and you with respect to use of the Platform, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between us and you with respect to the Platform.

- 17.5 We may, in whole or in part, release, compound, compromise, waive or postpone, in our absolute discretion, any liability owed to us or right granted to us in these terms and conditions without in any way prejudicing or affecting our rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

Our failure or delay in exercising any right, power or remedy or enforcing strict performance of these Investor Terms shall not constitute and/ or be construed as a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising hereunder or otherwise, nor modification of any provisions of these Investor Terms.

- 17.6 These Investor Terms may be amended by us from time to time, by us providing electronic notification to you of any such amended terms on the Platform. We are not obliged to give you advanced notice of such amendments but such amendments will be posted on the Platform. In such circumstances, by continuing to use the Platform, you agree to be bound by the amended terms.

You acknowledge and agree that we may, in particular, amend these Investor Terms or any other terms and conditions relating to the Platform and the services provided thereon, to enable Investors (including existing Investors) to assign or transfer or otherwise dispose of his/her/its right, title and interest in the Funding Contracts and all associated rights under the Funding Contracts and other agreements applicable to the Investors on the Platform, to any third party via the Platform, or in any other manner approved by us] for that purpose. An issuer's rights and obligations under a Funding Contract that has been assigned or transferred as aforesaid shall not be adversely affected in any way whatsoever.

- 17.7 Neither party shall be liable to the other in respect of any indirect, special, incidental, punitive, exemplary, remote or consequential damage or losses of any kind under these Investor Terms howsoever arising and whether or not the defaulting party has been advised of the same (including but not limited to loss of profit, loss of business opportunity, whether actual or anticipated).

- 17.8 Any feedback you provide on the Platform and/ or to us is non-confidential.

- 17.9 All legal notices or demands to us shall be made in writing and sent to us by e-mail to *support@fundaztic.com* or *creditadmin@fundaztic.com*, by courier or registered mail to Co-Labs Coworking, The Starling Plus, Level 4, Uptown 7, Jalan SS21/39, Damansara Utama, 47400 Petaling Jaya, Selangor, Malaysia (or such other addresses for service as may be notified by us). The notices shall be effective when they are received and acknowledged receipt by us in any of the above manner.

Any legal notice, demand, writ or legal process issued by Peoplender against the issuer/Investor shall be served by e-mail or by facsimile or by registered post to the e-mail address or facsimile number or the last known correspondence address provided by the issuer/Investor to Peoplender. Any legal notice, demand, writ or

legal process sent by e-mail shall be deemed to be served upon and received by the Investor/Issuer upon being sent by Peoplender. Any legal notice, demand, writ or legal process sent by registered post shall be deemed to have been served on the fifth (5th) day after the date on which it is posted (including the date of posting). Any legal notice, demand, writ or legal process sent by facsimile shall be deemed to have been served on the date on which such facsimile is transmitted. In each case, if the date of delivery is not a business day, the date of service shall be next succeeding business day.

All agreements, notices and other communications that we send to you electronically satisfies the legal requirement for communication to be in writing.

- 17.10 You agree that any and all personal information you provide to us via the Platform may be collected, stored, processed and used in accordance with our current Privacy Notice (accessible at <https://www.fundaztic.com/my/>).
- 17.11 All warranties, undertakings, disclaimers, indemnities and exclusions in these Investor Terms shall survive termination or expiry of these Investor Terms.
- 17.12 These Investor Terms are governed by the laws of Malaysia. You hereby consent to the non-exclusive jurisdiction of the courts of law in Malaysia.
- 17.13 If any goods and services tax or any other similar tax is chargeable on any sum payable by the Investor to us, the Investor shall pay to us (in addition to and simultaneously with the payment of such sum) an amount equal to the amount of the goods and services tax or any such other tax payable.

18. About us

- 18.1 The Platform is known by the name FUNDAZTIC and is operated by us, Peoplender Sdn Bhd.
- 18.2 PEOPLENDER SDN BHD (COMPANY NO. 1169655-M) is a company incorporated in Malaysia under the Companies Act 1965 having its registered address at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Malaysia and registered with Securities Commission Malaysia as a recognized market operator to operate the Platform.

19. Contacting us and Complaints

At Peoplender, we value your feedback and are committed to providing exceptional service. If you have any feedback regarding these Investor Terms, concerns or complaints, we encourage you to let us know by contacting us directly:

Email: support@fundaztic.com

Live Chat: [**https://p2p.fundaztic.com/**](https://p2p.fundaztic.com/)

Phone: 1700 828 886

In-Person Visit: Peoplender's office at Co-Labs Coworking The Starling Plus, Level 4, Uptown 7, Damansara Utama, Jalan SS21/39, 47400 Petaling Jaya, Selangor.).