

Issuer 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 issuer on Fundaztic for the purpose of seeking funding from investors, 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 Issuer on the Fundaztic online funding platform (“Platform”). Additionally, to determine eligibility for application under different product types, you will be required to declare both the source your personal and business 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 Issuer Terms to:

- (a) persons include individuals, corporations, and unincorporated bodies or associations that are recognized 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 Issuer 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 a user of the Platform and the services provided via the Platform, whether as an individual on your own behalf or on behalf of the entity you represent, provided in each case that the Issuer 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 Issuer Terms are for convenience only and shall not affect the construction or interpretation of these Issuer Terms.
- 2.3 The term "Issuer" in these Issuer 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 Issuers

- 3.1 You are eligible to be registered as and to be an issuer on the Platform for the purpose of seeking funding from investors if you fall within one of the categories set out in clause 3.2 and meet the minimum eligibility criteria set out in clause 3.3. For the purpose of these Issuer Terms, an eligible issuer shall be referred to as the "**Issuer**".
- 3.2 An Issuer must fall within one of the following categories:
- (a) a sole proprietorship registered under the Registration of Businesses Act 1956 of Malaysia;
 - (b) a partnership registered under the Registration of Businesses Act 1956 of Malaysia;
 - (c) a limited liability partnership registered under the Limited Liability Partnership Act 2012 of Malaysia; or
 - (d) a private limited company incorporated under the Companies Act 1965 of Malaysia.

For the avoidance of doubt, the following entities are prohibited from using our borrowing via the Platform:

- (i) commercially or financially complex structures (i.e. investment fund companies or financial institutions);
- (ii) public companies (which includes public listed companies and their subsidiaries);
- (iii) companies with no specific business plan or its business plan is to merge or acquire an unidentified entity (i.e. blind pool);
- (iv) companies that propose to use the funds raised to provide loans or make investment in other entities;
- (v) public bodies, charities or trusts that are not in a business for profit; and
- (vi) any other type of entity that is or from time to time, may be specified by Securities Commission Malaysia.

3.3 **Minimum Eligibility Criteria**

An Issuer:-

- (a) must not be hosted concurrently for the same purposes on multiple peer-to-peer lending platforms;
- (b) must ensure its business has an existing and valid business registration document(s), or company registration document(s), and/ or trade license, as the case may be, issued by the appropriate authorities in Malaysia;
- (c) 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;
- (d) must have a permanent place of business in Malaysia;
- (e) must ensure its business, its directors, members, partners or proprietors (as the case may be) meet the minimum credit and fraud risk criteria determined (and may be varied from time to time) by us as set out on the Platform (and we may obtain a credit report from a recognized agency to make such determination);
- (f) must ensure its business is not a party to any ongoing legal proceedings or police investigations;

- (g) must not be a “non-resident” for the purpose of the foreign exchange control regulations in Malaysia; and
- (h) must submit details of its business for publication on the Platform (which we shall disclose to potential investors).

For the avoidance of doubt, the minimum eligibility criteria set out in this clause 3.3 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 Issuer on the Platform, where we deem appropriate. Our decision shall be final.

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 issuer.
- 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 the entity’s name, company or business registration number 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 / email validation. This activation code / email validation may be used to access the second step of the registration process as set out below.
- 4.3 At this part of the registration process, we will carry out procedures to authenticate your identity and these may include, e.g. “know-your-customer” procedures, including the identity 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 of your directors, members, partners or proprietors (as the case may be) and financial statements for a specific period 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 Notwithstanding the aforesaid, please note that an application to register may be rejected in our sole and absolute discretion without assigning any reason therefor.

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 and 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 18 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. Borrowing Process

- 6.1 After you have been successfully registered on the Platform, you may elect to become an Issuer on the Platform by submitting an application to raise funds in the manner described below ("**Funding Application**").
- 6.2 Once you are registered and have elected to become an Issuer on the Platform, you must comply with these terms and conditions ("**Issuer Terms**"). These Issuer Terms shall 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**").
- 6.3 By using the funding and borrowing services provided via the Platform, you hereby acknowledge 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 Issuer Terms) carefully as these will bind you and govern your relationship with us and investors. 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 18 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 Issuer 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 the Terms of Service, you must stop using the Platform immediately.
- 6.5 You will be required to specify in the Funding Application the sum of money you wish to raise through the Platform and the proposed tenure of the borrowing.
- 6.6 You will be required to submit to us all relevant documentation and information relating to the Issuer as may be requested by us, including without limitation, documents to authenticate your identity, as well as the identities of the key management / individuals associated with your business, persons authorized

to act on your behalf, financial statements for a specified period, the constitutional documents of the Issuer and appropriate authorisations for the Funding Application. You will also be required to submit to us, amongst others, the following:-

- (a) information that explains the key characteristics of your business;
- (b) information that explains the purpose of the funding that you wish to obtain;
- (c) information relating to your intention to seek funding from any other peer-to-peer lending platforms concurrently; and
- (d) the latest and current financial information relating to your business as follows - (i) for borrowings below RM500,000, audited financial statements where applicable (e.g. where you have been established for at least 12 months) and where audited financial statements are unavailable (e.g. you are newly established), certified financial statements or information by your management; (ii) for borrowings above RM500,000, your audited financial statements.

For the avoidance of doubt, the information required to be given as set out above is not exhaustive and we may also request information that explains key characteristics of your business, your business plan and any other information as may be required by us and/or the Securities Commission Malaysia or the appropriate regulatory bodies, from time to time.

- 6.6A You agree and acknowledge that you may be required to submit to us, a copy of your written consent, authorisation and instruction for us to disburse the total amount of any funding successfully raised on the Platform to a third party bank account in respect of certain types of funding requested by you.
- 6.7 Directors and/or shareholders, partners, sole traders and members (as applicable) of your business may be required to give a personal guarantee and indemnity, prior to the Funding Application being approved by us. We may also require you to provide us with additional documents / information as part of the pre-disbursement conditions of the funding.
- 6.8 We will review all applications to raise funds and will give each funding request a risk scoring grade at the time a Funding Application is processed, which is based on, amongst others, information included in the Issuer's application and the results of checks made with external credit reference agencies. The profit rate for the funding is also fixed by us, on the basis of a number of factors, including term and risk scoring grade.
- 6.9 Once you have provided all of the requested information and documents to us, and we have completed our review of your Funding Application, you will be notified via your e-mail address of the result of your Funding Application ("E-

mail Notification"). 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. Where such Funding Application has been successful:-

- (a) the E-mail Notification will contain an offer by us to host the funding on the Platform ("**Offer to List**");
- (b) the applicable key contract terms which set out the specific details of the funding (which will be determined in our sole discretion) ("**Key Contract Terms**") will be sent to you via the said E-mail Notification; and
- (c) the E-mail Notification will set out procedures (including signing procedures) for you to follow in order to accept our Offer to List.

6.10 You will have seven (7) business days from the date of the E-mail Notification to accept the Offer to List. By accepting the Offer to List by following the procedures referred to in clause 6.9(c) above:-

- (a) you will be deemed to irrevocably agree that the funding in question will be listed on the Platform ("**Funding Request**"). The Funding Request page will contain the Key Contract Terms relating to the Funding Request and will invite investors on the Platform to provide funding to you. The Funding Request page will be visible to potential investors who will be able to decide whether or not to provide funding to you for part or all of the funds requested based on the information set out on the Funding Request page;
- (b) you will be deemed to irrevocably agree that we may disclose on the Funding Request page information relating to you (including your business) provided in your application for registration and/or Funding Application. Please see further our Privacy Notice for more information on which details are provided to investors and those which are withheld; and
- (c) you will be allocated a unique reference number ("**URN**") which will be notified via your e-mail address. You must use your URN for all your transactions and communications on the Platform.

6.11 We shall have no liability to you if your Funding Application 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.

6.12 Once your Funding Request is listed on the Platform, prospective investors will be able to immediately offer to provide funding to you for the whole or parts of the amount requested by you in the Funding Request (each a "**Funding Offer**"). The Funding Request will remain listed on the Platform for a period beginning on the date that your Funding Request is listed on the Platform and ending on (i) the date that you obtain the whole of the amount requested by you in the Funding Request; or (ii) such period of time as notified by us on the Platform thereafter, whichever is earlier ("**Funding Period**"). If at the end of the Funding Period, you have not been funded in respect of an amount equivalent to at least eighty percent (80%) of the amount listed for investment, the Funding Request is deemed to have failed and you will not be able to receive any funds at all.

Disbursement of funds will only be allowed for Funding Requests that manage to obtain:

- (a) in respect of any funding as described in Clause 6.6A of these Issuer Terms, the whole of the amount requested in the Funding Request within the Funding Period, and
- (b) in respect of any other funding, at least eighty percent (80%) of the amount listed for investment during the Funding Period

(sub-paragraphs (a) and (b) of Clause 6.12 of these Issuer Terms shall individually be referred to as the "**Minimum Funding Goal**").

Disbursement of funds raised on the Platform shall be subject to pre-disbursement conditions (if any) set by the Platform. In a situation where a Funding Request has achieved the Minimum Funding Goal as described in sub-paragraph (b) of this Clause 6.12 or where we have rescheduled or restructured the repayments under a Funding Contract (as described in Clause 9.6 hereinbelow), the Key Contract Terms in relation to the Funding Request shall be varied (as we may determine in our discretion) to make adjustments for the actual amount funded or reflect the varied repayment terms, as the case may be. The varied Key Contract Terms ("**Varied Key Contract Terms**") shall be forwarded to the Issuer's e-mail address and/or notified via the Platform immediately upon the expiry of the Funding Period or upon any rescheduling or restructuring of the Funding Contract by us, as the case may be. Unsuccessful Funding Requests shall be removed from the Platform and all funds received in respect of such Funding Requests shall be refunded free of returns to the relevant investor(s).

6.13 Where the Minimum Funding Goal and all applicable pre-disbursement conditions (if any) have been met in the manner described in clause 6.12 above:-

- (a) you will be deemed to have immediately thereupon irrevocably accepted each and every Funding Offer made via the Platform in relation to your

Funding Request ("**Deemed Acceptance**"). Once you have been deemed to have accepted a Funding Offer as aforesaid, it cannot be cancelled or amended by you for any reason; and

- (b) upon the Deemed Acceptance of a Funding Offer by you, you will automatically be deemed to enter into a legally enforceable agreement ("**Funding Contract**") with each and every investor for each individual part of the funding ("**Funding Part**"). Each Funding Contract is made up of (i) the Key Contract Terms or the Varied Key Contract Terms, where applicable (as described in clause 6.12 above, and notified via the Platform and/ or e-mail to you), and (ii) the Funding Conditions.

6.14 You hereby agree that the e-mail address provided by you to us is your e-mail address and that all communications sent by us to such e-mail address shall be deemed to have been received by you and that all communications sent to us from such e-mail address shall be deemed to have been sent by you. Accordingly, you expressly acknowledge and agree that all acceptances made and sent to us via such e-mail address and/or Deemed Acceptances shall be deemed to have been made by you without further verification being required on our part.

7. Funding Contract

7.1 The Funding Contract (comprising the Key Contract Terms or the Varied Key Contract Terms, as the case may be, and the Funding Conditions) is a separate binding legal agreement directly between you and the investor(s). If there is a conflict between these Issuer 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 Recognized Markets issued by the Securities Commission Malaysia.

7.2 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 investor(s) 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 should note that each of the investors who has provided funding to you has irrevocably and unconditionally authorized us to pursue you (directly or indirectly) for collection of monies due and owing in the event of a default in payment of any Funding Parts you have borrowed under the Funding Contract.

7.4 Upon a Funding Contract being entered into as aforesaid, the money comprising the funding amount (which would have been deposited by investors during the Funding Period into a segregated trust account established and maintained by a licensed third party administrator in a bank licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013 ("**Fundaztic Trust Account**") is then transferred to your appointed bank account (as stated in the registration process or your Funding Application), or such other third party bank account as authorised and instructed in writing by you pursuant to Clause 6.6A of these Issuer Terms, subject to pre-disbursement conditions (if any) being met. Any request to change your bank account is subject to further approvals by us and will attract additional verification costs. Where you have provided your written consent, authorisation and instruction for us to transfer the total funding amount raised on the Platform (subject to any deductible amount as provided under the Issuer Terms) to a third party bank account, you also agree and acknowledge that:-

- (a) you will make available in the Fundaztic Trust Account, an amount equivalent to the Origination Fee (as hereinafter defined), the total stamp duty payable on the total funding requested in the Funding Request and bank remittance charges (if any) ("**Pre-Disbursement Amount**") (which amount shall be notified on the Platform to you) immediately after your Funding Request has been listed on the Platform;
- (b) the total funds raised will not be transferred to the third party bank account as authorised by you until we have debited the Pre-Disbursement Amount from the Fundaztic Trust Account;
- (c) in the event that you have not made available the Pre-Disbursement Amount in the Fundaztic Trust Account within such period of time as determined by us and notified to you, your Funding Request will be deemed to have failed and will be removed from the Platform. All funds received in respect of your Funding Request shall be refunded free of returns to the relevant investor(s);
- (d) you will indemnify, protect and hold us as well as our subsidiaries, affiliates, officers, representatives, successors and assigns, harmless without limit, from and against any and all actions, liabilities, claims, suits, demands, losses, costs, expenses and/or damages, including but not limited to actions, claims, suits and demands by third parties and solicitors' fees in relation to and/or arising out of the said written consent, authorization and instruction, and
- (e) all of the terms and conditions ("**Terms and Conditions**") applicable to an Issuer in relation to the Platform, including but not limited to, these Issuer Terms, Funding Contract, Terms of Use and Privacy Notice shall be applicable to and binding on you and shall remain valid and enforceable as against you, and you undertake to fully and strictly comply with the same. In this regard, you will assume all of the obligations and liabilities of an Issuer as provided under the said Terms and Conditions.

- 7.5 Each funding will be valid and remain in full force for the period specified in the Funding Contract.
- 7.6 In all Funding Contracts, 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 Issuer agrees that all notices and communications to be given to an investor will be sent to us on that investor’s behalf and that this is sufficient to identify the investors for the purposes of the Funding Contracts. Each Issuer further hereby expressly agrees that a written certification by us identifying an investor in respect of a Funding Contract will be final and conclusive evidence of the identity of such investor.

8. Fees

8.1 Upon subscribing to our services, you will be subjected to the fees as stated in this clause 8 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.

8.2 You will be subject to pay the following fees:-

- (a) a fee of RM100.00 which shall be imposed at the Funding Application stage which covers costs associated with verifying, reviewing and listing your funding request on the Platform; and
- (b) a fee to cover the costs of running the Platform and administering the funding (“**Origination Fee**”), the rate of which will be equivalent to:
 - (i) in respect of a Funding Contract under which you will be required to pay, in full, the total funded amount and interest thereon in a single bullet repayment at the expiry of the funding tenure of such Funding Contract (“**Bullet Repayment Funding Contract**”), one percent (1%) of the principal amount of the funding under such Bullet Repayment Funding Contract, and
 - (ii) in respect of a Funding Contract other than a Bullet Repayment Funding Contract, the prescribed percentage based on the tenure thereunder, as follows:-

Tenure of funding (months)	Rate of Origination Fee
1 - 12	1.5%
13 - 24	3.0%
25 -36	4.5%

- (c) The Origination Fee is charged upfront. The Origination Fee in respect of any funding other than that described in Clause 6.6A of these Issuer Terms is deducted from the funded amount before it is transferred to you so you will receive the amount funded less the Origination Fee (and where applicable, less the amount of the first scheduled repayment pursuant to clause 9.3 below). Where you have requested for any funding as described in Clause 6.6A of these Issuer Terms, you will be required to ensure that the Fundaztic Trust Account contains the requisite Pre-Disbursement Amount (comprising the Origination Fee, stamp duty payable on such funding and bank remittance charges, if any) once the Funding Request has been listed on the Platform. The Pre-Disbursement Amount is debited by us before the total funds raised is transferred to the third party bank account authorised by you, so the third party will receive the total amount you have borrowed without any deductions thereto.

- 8.3 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.

9. Repayments

- 9.1 You agree and acknowledge that the repayment of the total funded amount and interest thereon will depend on the terms of repayment under the Funding Contract for your funding, as set out in the Key Contract Terms or Varied Key Contract Terms (as the case may be), and accordingly :- (a) if the Funding Contract in respect of your funding is a Bullet Repayment Funding Contract, you will be required to remit, in full, the total funded amount and the interest thereon in a single bullet repayment at the expiry of the funding tenure of such Bullet Repayment Funding Contract, and (b) if the Funding Contract in respect of your funding is not a Bullet Repayment Funding Contract i.e. if the total funded amount under the Funding Contract is repayable or payable in equal monthly or other scheduled instalments over the tenure thereof, you will be required to remit, in full, the total funded amount and the interest thereon in instalments in monthly or other scheduled repayments.

- 9.2 The monthly or other scheduled repayments or bullet repayment (as the case may be) payable to each investor in respect of your funded amount will be set out in the Key Contract Terms or the Varied Key Contract Terms (as applicable), forming part of the Funding Contract and can also be viewed by you in the "*My Fundings*" section of the Platform. Time is of the essence with regards to payment of each monthly and/or other scheduled repayments and/or bullet repayments.

- 9.3 You agree that you will remit the repayment amount(s) as set out in the Key Contract Terms or Varied Key Contract Terms (as applicable) by such date set out in the "*My Fundings*" section of the Platform by logging onto the Platform using your verified credentials and making payment(s) into the Fundaztic Trust Account from your specified bank account using either IBG or FPX transfers or

any other payment methods made available by the Platform. As stated in Clause 8.2(c) hereinabove, we will collect the Origination Fee from you by: (a) deducting upfront the amount thereof from the funded amount before it is transferred to you, or (b) debiting upfront the amount thereof from the Fundaztic Trust Account before the funded amount is transferred to such third party authorised by you, as the case may be. In respect of a Funding Contract other than a Bullet Repayment Funding Contract, we may also collect upfront the first scheduled repayment thereunder (in addition to the Origination Fee) by debiting it from the funded amount before it is transferred to you. The Key Contract Terms or Varied Key Contract Terms (as applicable) in respect of your funding will expressly set out if the first scheduled repayment due to the investor(s) thereunder will be deducted upfront from the funded amount before it is transferred to you.

- 9.4 You may repay the entire funded amount early at any time at no extra cost provided that: - (a) you shall pay the total amount of principal and interest and any applicable fees outstanding; (b) you give us fifteen (15) business days prior written notice in respect thereof; and (c) you have paid, in full, at least six (6) monthly installments 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.

We shall grant you a rebate on interest upon such early repayment under a Funding Contract that is not a Bullet Repayment Funding Contract based on the formula below for Conventional funding:-

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

where:-

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

There will be no rebate on interest upon an early repayment under a Bullet Repayment Funding Contract.

- 9.5 In certain circumstances, we may (but are not obliged to) enforce certain terms of each Funding Contract on behalf of the investors under it. In doing so, we are authorised to act as agent on behalf of the relevant investors (in accordance with our agreed terms and conditions with the investors) in taking such action.
- 9.6 You agree and acknowledge that we may, at any time (including upon any request by you before you have missed 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. 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, and you will be deemed to have accepted the varied repayment terms under the Varied Key Contract Terms.

10. Appointment of Collection Agent

- 10.1 By accepting these Issuer Terms, you acknowledge that each of the investors who has provided funding to you has irrevocably and unconditionally authorized us to pursue you (directly or indirectly) in our own name as agent for and on behalf of the said investors, for collection of monies due and owing in the event of a default in payment of any Funding Parts you have borrowed or for any other event of default under the Funding Contract.
- 10.2 You acknowledge and agree that we may in turn appoint solicitors and/or recovery or debt collection agent(s). You also acknowledge and agree that we shall have the right to take all and any reasonable actions to protect our, or the investors', 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, including acting against guarantors in relation to the Funding Contract.

11. Missing Payments

- 11.1 If any repayment under a Funding Contract has not been made seven (7) days from the scheduled repayment date, we may charge you late payment fees which shall be (i) RM100.00; or (ii) two percent (2%) of the missed payment, whichever is the higher, subject to a maximum of RM250.00 for each Funding Contract which would be in addition to the funded sums due and any Additional Interest (as hereinafter defined in Clause 11.2 below). This fee will be payable immediately and may be retained by us.
- 11.2 Save in exceptional circumstances as determined by us in our sole and absolute discretion from time to time, and notwithstanding clause 11.1 above, if you:- (a) miss or fail to pay, in full, the amount of the single bullet repayment under a Bullet Repayment Funding Contract on or by the date on which such repayment is due; or (b) miss, fail to pay or only partially pay any of the monthly installments under a Funding Contract that is not a Bullet Repayment Funding Contract on or by the relevant due date thereunder; or (c) miss, fail to pay or only partially pay any other payment that is due or if you otherwise

fail to comply with any terms or conditions of the Terms of Service (including these Issuer Terms and 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 you and we shall be entitled to exercise our right to issue you with a default notice and termination notice and will pursue you for the total funded amount outstanding.

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 ("**Additional Interest**") from the relevant due date 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.

- 11.3 If we (or the collection agent appointed by us) are unable to collect the financing or any part thereof under the Funding Contract, you acknowledge that each investor will retain the right to enforce his/her/its rights under the relevant Funding Contract directly against you (and in this regard, you hereby consent to us providing any of the investors with your identity and relevant contact details for this purpose)
- 11.4 Our rights to pursue you for the total amount outstanding under the Funding Contract shall not impose any obligation on us to take or refrain from taking any step or steps apart from those specifically set out in clauses 11.1 and 11.2 above. The decision whether or not to proceed with certain actions against you and the types of recourse and actions to recover the outstanding funded amount shall be in our absolute discretion as we deem fit.
- 11.5 By entering into these Issuer Terms, you hereby acknowledge our absolute right and discretion to take all and any reasonable actions to protect our, or the investors', 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. Transfer of Funding Parts

- 11A.1 Subject to the requirements under the applicable laws and the conditions set by us from time to time, each investor that is a party to a Funding Contract with you may transfer by assignment his / her / its right, title and interest in any Funding Contract to any other registered investor on the Platform. Such transfers by assignment are effected by way of a transfer certificate ("**Transfer Certificate**") and the transfer process is detailed in clause 7A (*Transfer by Investors*) of the Funding Conditions. Following completion of the transfer, the new investor will be a party to the Funding Contract with you in place of the transferring investor. You agree to be bound by any such transfer (and you agree to release each transferring investor and

accept your obligations to each new investor) as though you had executed the Transfer Certificate.

11A.2 This clause shall not be applicable to Islamic notes until such feature is made available

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 Issuer Terms. If you are a limited liability partnership, partnership or company, you warrant that your appointed representative(s) has the authority to enter into these Issuer Terms on your behalf;
- (b) that you are not a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia;
- (c) that you have full power, authority, necessary expertise and experience to provide the services envisaged by these Issuer Terms;
- (d) that you shall not create or assume any obligation on behalf of us or the Platform for any purpose whatsoever;
- (e) that you shall promptly, after becoming aware of them, disclose to us any circumstances (including without limitation, any claims, undisclosed liabilities, litigation, arbitration, court or administrative proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against you by any third party) which could or might result in a material adverse change in your financial condition, business or assets;
- (f) 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 Issuer Terms, the Funding Contract and to ensure the legality, validity, enforceability and admissibility in evidence of the funding in any relevant jurisdiction, including Malaysia;
- (g) 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;

- (h) that you shall carry on and conduct your business in a proper and efficient manner and will not make any substantial change to the general nature or scope of your business as carried on at the date of the Funding Contract;
- (i) that you shall not get funds borrow any monies from your directors, officers, members, partners, shareholders or any other third party that ranks in priority of recovery to the funding. In the event that you do enter into any such loan, the rights to payment of that loan will be subordinated behind the funding, except to the extent otherwise required by the applicable insolvency and other laws; and
- (j) that you shall not enter into any amalgamation, demerger, merger or corporate reconstruction.

12.2 You further warrant, undertake, represent and covenant as follows:-

- (a) that all information provided to us, including in the course of the Issuer registration and financing process is complete, true and accurate in all respects and that you do not anticipate or reasonably expect any material change to such information in the six (6) months following your acceptance of the funding;
- (b) 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;
- (c) that you will not omit to provide us any information you are aware of that would materially impact on the decision of an investor to provide funding to you via the Platform;
- (d) 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;
- (e) that you shall not use the Platform or any information accessible on or obtained therefrom for the purpose of canvassing or soliciting any person or enticing any person away from the Platform;
- (f) 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;
- (g) that you are responsible for all costs incurred by you in accessing the Platform;

- (h) 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; and
 - (i) that you shall not use the funded amount for any other purposes not stated in your Funding Request or for any illegal purposes.
- 12.3 You agree that for so long as there are outstanding amounts owed by you to investors on the Platform, you will provide to us promptly at our request:
- (a) bank statements, up-to-date balance sheet and cash flow statements as well as other financial information as we may require from time to time;
 - (b) details and documents relating to operational policies and procedures; and
 - (c) all relevant contracts or other documents that we may require from time to time including any auditor reports, insurance documents, group structure charts and key contracts or agreement.
- 12.4 You agree that so long as there are outstanding amounts owed by you to investors on the Platform, you will permit our employees or agents on reasonable notice and during business hours to attend and inspect your premises and inspect any of your books, accounts and records and to make copies of such information. You agree to meet with any such employee or agent within five (5) business days of request by us, and answer all reasonable queries of such employee or agent.
- 12.5 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 Issuer Terms or any Funding Contract. The provisions contained in this clause shall survive the termination or expiry of these Issuer Terms.
- 12.6 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 “Issuer” as set out in clauses 3.2 and 3.3 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 Platform and Operator

- 13.1 Our primary role is to act as operator of the Platform. The Platform is a conduit to bring together prospective issuers and investors, to provide a stream-lined process for entering into Funding Contracts and to coordinate and facilitate the payment and collection of sums due under or in connection with those Funding Contracts (including certain limited actions upon an Issuer’s or any guarantor’s default as set out in these Issuer Terms), in some cases, in coordination with third parties or agents.
- 13.2 We shall issue your Funding Application with a risk scoring grade at the time your Funding Application is processed. The risk scoring grade allocated shall be based on, amongst others, information included in your application and the results of credit reports obtained from credit reference agencies. We are not obliged to check or edit the information submitted or uploaded to your Funding Application page. It is your sole responsibility to ensure that information submitted to us is complete, accurate and not misleading in any way. Accordingly, we accept no responsibility or liability for the accuracy of the information provided by you to prospective investors or the risk scoring grades.

You agree that you shall inform us if any information we publish about you is untrue, inaccurate or misleading in any material way.

- 13.3 The provision of a risk scoring grade is intended to be indicative only. An investor will be liable to form their own opinion regarding the creditworthiness of you as an Issuer and undertake their own research, analysis and assessment, and where appropriate, may seek their own independent financial advice.
- 13.4 We accept no responsibility and disclaim all liability for any information about you made available to prospective investors on the Platform (including your 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.

14. Termination

- 14.1 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 Issuer 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, or any other document arising from or in connection with you receiving a funding through the Platform;
 - (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 Issuer for a period of more than twelve (12) months.
- 14.2 Termination of your membership of the Platform under clause 14.1 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, such termination means that you will no longer be able to apply for new funding on the Platform. However you are entitled to remain on and use the Platform to the extent necessary (as determined by us) until all outstanding funding has been repaid in full and cleared funds and all fees, costs and expenses otherwise due under these Issuer Terms and Funding Contracts have been paid in full and cleared funds.
- 14.3 Notwithstanding clauses 14.1 and 14.2 above, you may terminate these Issuer Terms and your account with us at any time by giving us written notice PROVIDED THAT all outstanding funding to you has been repaid in full and cleared funds and all fees, costs and expenses otherwise due under these Issuer Terms have been paid in full and cleared funds and thereupon we will end your membership such that your agreement with us shall be terminated with effect from the date of all such outstanding funding to you and all fees, costs and expenses otherwise due under these Issuer Terms have been fully repaid and in cleared funds.
- 14.4 On termination, and once all sums actually or potentially due from you to investors and all fees, costs and expenses otherwise due under these Issuer Terms have been paid in full and cleared funds, we will credit your bank account with any funds left to your credit in the Fundaztic Trust Account or send a cheque to the address last provided by you.

15. Miscellaneous

- 15.1 You may not assign, delegate, subcontract or otherwise transfer any or all of your rights and obligations under the Terms of Services. We may, to the extent permitted by laws, perform any of our obligations, and exercise any of the rights granted to us under these Issuer Terms, through a third party. We may assign any or all of our rights and obligations under these Issuer Terms to any third party.

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.

15.2 If any term of these Issuer 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 the validity or enforceability of the remainder of these Issuer Terms.

15.3 Unless otherwise specified, these Issuer 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.

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 Issuer 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 Issuer Terms.

15.4 These Issuer 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 Issuer 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. Your rights and obligations under a Funding Contract that have been assigned or transferred as aforesaid shall not be adversely affected in any way whatsoever.

- 15.5 Membership of the Platform does not in any way constitute an obligation by us to procure funding for you or constitute a warranty by us that funding will be made available.
- 15.6 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 Issuer 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).
- 15.7 Any feedback you provide on the Platform and/ or to us is non-confidential.
- 15.8 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.

- 15.9 These Issuer Terms are governed by the laws of Malaysia. You hereby consent to the non-exclusive jurisdiction of the courts of law in Malaysia
- 15.10 All warranties, undertakings, representations, disclaimers, indemnities and exclusions in these Issuer Terms shall survive termination or expiry of these Issuer Terms.
- 15.11 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/>).

15.12 If any goods and services tax or any other similar tax is chargeable on any sum payable by the Issuer to us, the Issuer 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.

16. About us

16.1 The Platform is known by the name FUNDAZTIC and is operated by us, Peoplender Sdn Bhd.

16.2 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.

17. Contact us and Complaints

At Peoplender, we value your feedback and are committed to providing exceptional service. If you have any feedback regarding these Issuer 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 Issuer Terms for Conventional Products. The following Issuer Terms are for Syariah Compliant Products -----

SYARIAH COMPLIANT PRODUCTS

1. Introduction

If you wish to become an issuer on Fundaztic for the purpose of seeking funding from investors, 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 Issuer on the Fundaztic online funding platform ("Platform"). Additionally, to determine eligibility for application under different product types, you will be required to declare both the source your personal and business 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 Issuer Terms to:

- (a) persons include individuals, corporations, and unincorporated bodies or associations that are recognized 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 Issuer 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 a user of the Platform and the services provided via the Platform, whether as an individual on your own behalf or on behalf of the entity you represent, provided in each case that the Issuer 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 Issuer Terms are for convenience only and shall not affect the construction or interpretation of these Issuer Terms.
- 2.3 The term "Issuer" in these Issuer 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 Issuers

- 3.1 You are eligible to be registered as and to be an issuer on the Platform for the purpose of seeking funding from investors if you fall within one of the categories set out in clause 3.2 and meet the minimum eligibility criteria set out in clause 3.3. For the purpose of these Issuer Terms, an eligible issuer shall be referred to as the "**Issuer**".
- 3.2 An Issuer must fall within one of the following categories:
- (a) a sole proprietorship registered under the Registration of Businesses Act 1956 of Malaysia;
 - (b) a partnership registered under the Registration of Businesses Act 1956 of Malaysia;
 - (c) a limited liability partnership registered under the Limited Liability Partnership Act 2012 of Malaysia; or
 - (d) a private limited company incorporated under the Companies Act 1965 of Malaysia.

For the avoidance of doubt, the following entities are prohibited from using our financing services via the Platform:

- (i) commercially or financially complex structures (i.e. investment fund companies or financial institutions);
- (ii) public companies (which includes public listed companies and their subsidiaries);
- (iii) companies with no specific business plan or its business plan is to merge or acquire an unidentified entity (i.e. blind pool);
- (iv) companies that propose to use the funds raised to provide loans or make investment in other entities;
- (v) public bodies, charities or trusts that are not in a business for profit; and

- (vi) any other type of entity that is or from time to time, may be specified by Securities Commission Malaysia.

3.3 Minimum Eligibility Criteria

An Issuer:-

- (a) must not be hosted concurrently for the same purposes on multiple peer-to-peer lending platforms;
- (b) must ensure its business has an existing and valid business registration document(s), or company registration document(s), and/ or trade license, as the case may be, issued by the appropriate authorities in Malaysia;
- (c) 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;
- (d) must have a permanent place of business in Malaysia;
- (e) must ensure its business, its directors, members, partners or proprietors (as the case may be) meet the minimum credit and fraud risk criteria determined (and may be varied from time to time) by us as set out on the Platform (and we may obtain a credit report from a recognized agency to make such determination);
- (f) must ensure its business is not a party to any ongoing legal proceedings or police investigations;
- (g) must not be a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia; and
- (h) must submit details of its business for publication on the Platform (which we shall disclose to potential investors).

For the avoidance of doubt, the minimum eligibility criteria set out in this clause 3.3 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 Issuer on the Platform, where we deem appropriate. Our decision shall be final.

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 issuer.

- 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 the entity's name, company or business registration number 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 / email validation. This activation code / email validation may be used to access the second step of the registration process as set out below.
- 4.3 At this part of the registration process, we will carry out procedures to authenticate your identity and these may include, e.g. "know-your-customer" procedures, including the identity 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 of your directors, members, partners or proprietors (as the case may be) and financial statements for a specific period 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 Notwithstanding the aforesaid, please note that an application to register may be rejected in our sole and absolute discretion without assigning any reason therefor.

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 and 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 18 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. Financing Process

- 6.1 After you have been successfully registered on the Platform, you may elect to become an Issuer on the Platform by submitting an application to raise funds in the manner described below ("**Funding Application**").
- 6.2 Once you are registered and have elected to become an Issuer on the Platform, you must comply with these terms and conditions ("**Issuer Terms**"). These Issuer Terms shall 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**").

- 6.3 By using the funding and financing services provided via the Platform, you hereby acknowledge 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 Issuer Terms) carefully as these will bind you and govern your relationship with us and investors. 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 18 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 Issuer 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 the Terms of Service, you must stop using the Platform immediately.
- 6.5 You will be required to specify in the Funding Application the sum of money you wish to raise through the Platform and the proposed tenure of the financing.
- 6.6 You will be required to submit to us all relevant documentation and information relating to the Issuer as may be requested by us, including without limitation, documents to authenticate your identity, as well as the identities of the key management / individuals associated with your business, persons authorized to act on your behalf, financial statements for a specified period, the constitutional documents of the Issuer and appropriate authorisations for the Funding Application. You will also be required to submit to us, amongst others, the following:-
 - (a) information that explains the key characteristics of your business;
 - (b) information that explains the purpose of the funding that you wish to obtain;
 - (c) information relating to your intention to seek funding from any other peer-to-peer lending platforms concurrently; and
 - (d) the latest and current financial information relating to your business as follows - (i) for financing below RM500,000, audited financial statements where applicable (e.g. where you have been established for at least 12 months) and where audited financial statements are unavailable (e.g. you are newly established), certified financial statements or information

by your management; (ii) for financing above RM500,000, your audited financial statements.

For the avoidance of doubt, the information required to be given as set out above is not exhaustive and we may also request information that explains key characteristics of your business, your business plan and any other information as may be required by us and/or the Securities Commission Malaysia or the appropriate regulatory bodies, from time to time.

- 6.6A You agree and acknowledge that you may be required to submit to us, a copy of your written consent, authorisation and instruction for us to disburse the total amount of any funding successfully raised on the Platform to a third party bank account in respect of certain types of funding requested by you.
- 6.7 Directors and/or shareholders, partners, sole traders and members (as applicable) of your business may be required to give a personal guarantee and indemnity, prior to the Funding Application being approved by us. We may also require you to provide us with additional documents / information as part of the pre-disbursement conditions of the funding.
- 6.8 We will review all applications to raise funds and will give each funding request a risk scoring grade at the time a Funding Application is processed, which is based on, amongst others, information included in the Issuer's application and the results of checks made with external credit reference agencies. The profit rate for the funding is also fixed by us, on the basis of a number of factors, including term and risk scoring grade.
- 6.9 Once you have provided all of the requested information and documents to us, and we have completed our review of your Funding Application, you will be notified via your e-mail address of the result of your Funding Application ("**E-mail Notification**"). 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. Where such Funding Application has been successful:-
- (d) the E-mail Notification will contain an offer by us to list the funding on the Platform ("**Offer to List**");
 - (e) the applicable key contract terms which set out the specific details of the funding (which will be determined in our sole discretion) ("**Key Contract Terms**") will be sent to you via the said E-mail Notification; and
 - (f) the E-mail Notification will set out procedures (including signing procedures) for you to follow in order to accept our Offer to List.

6.10 You will have seven (7) business days from the date of the E-mail Notification to accept the Offer to List. By accepting the Offer to List by following the procedures referred to in clause 6.9(c) above:-

- (d) you will be deemed to irrevocably agree that the funding in question will be listed on the Platform ("**Funding Request**"). The Funding Request page will contain the Key Contract Terms relating to the Funding Request and will invite investors on the Platform to provide funding to you. The Funding Request page will be visible to potential investors who will be able to decide whether or not to provide funding to you for part or all of the funds requested based on the information set out on the Funding Request page;
- (e) you will be deemed to irrevocably agree that we may disclose on the Funding Request page information relating to you (including your business) provided in your application for registration and/or Funding Application. Please see further our Privacy Notice for more information on which details are provided to investors and those which are withheld; and
- (f) you will be allocated a unique reference number ("**URN**") which will be notified via your e-mail address. You must use your URN for all your transactions and communications on the Platform.

6.11 We shall have no liability to you if your Funding Application 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.

6.12 Once your Funding Request is listed on the Platform, prospective investors will be able to immediately offer to provide funding to you for the whole or parts of the amount requested by you in the Funding Request (each a "**Funding Offer**"). The Funding Request will remain listed on the Platform for a period beginning on the date that your Funding Request is listed on the Platform and ending on (i) the date that you obtain the whole of the amount requested by you in the Funding Request; or (ii) such period of time as notified by us on the Platform thereafter, whichever is earlier ("**Funding Period**"). If at the end of the Funding Period, you have not been funded in respect of an amount equivalent to at least eighty percent (80%) of the amount listed for investment, the Funding Request is deemed to have failed and you will not be able to receive any funds at all.

Disbursement of funds will only be allowed for Funding Requests that manage to obtain:

- (c) in respect of any funding as described in Clause 6.6A of these Issuer Terms, the whole of the amount requested in the Funding Request within the Funding Period, and
- (d) in respect of any other funding, at least eighty percent (80%) of the amount listed for investment during the Funding Period

(sub-paragraphs (a) and (b) of Clause 6.12 of these Issuer Terms shall individually be referred to as the "**Minimum Funding Goal**").

Disbursement of funds raised on the Platform shall be subject to pre-disbursement conditions (if any) set by the Platform. In a situation where a Funding Request has achieved the Minimum Funding Goal as described in sub-paragraph (b) of this Clause 6.12 or where we have rescheduled or restructured the payments under a Funding Contract (as described in Clause 9.6 hereinbelow), the Key Contract Terms in relation to the Funding Request shall be varied (as we may determine in our discretion) to make adjustments for the actual amount funded or reflect the varied payment terms, as the case may be. The varied Key Contract Terms ("**Varied Key Contract Terms**") shall be forwarded to the Issuer's e-mail address and/or notified via the Platform immediately upon the expiry of the Funding Period or upon any rescheduling or restructuring of the Funding Contract by us, as the case may be. Unsuccessful Funding Requests shall be removed from the Platform and all funds received in respect of such Funding Requests shall be refunded free of returns to the relevant investor(s).

6.13 Where the Minimum Funding Goal and all applicable pre-disbursement conditions (if any) have been met in the manner described in clause 6.12 above:-

- (b) you will be deemed to have immediately thereupon irrevocably accepted each and every Funding Offer made via the Platform in relation to your Funding Request ("**Deemed Acceptance**"). Once you have been deemed to have accepted a Funding Offer as aforesaid, it cannot be cancelled or amended by you for any reason; and
- (b) upon the Deemed Acceptance of a Funding Offer by you, you will automatically be deemed to enter into a legally enforceable agreement ("**Funding Contract**") with each and every investor for each individual part of the funding ("**Funding Part**"). Each Funding Contract is made up of (i) the Key Contract Terms or the Varied Key Contract Terms, where applicable (as described in clause 6.12 above, and notified via the Platform and/ or e-mail to you), and (ii) the Funding Conditions.

6.14 You hereby agree that the e-mail address provided by you to us is your e-mail address and that all communications sent by us to such e-mail address shall be deemed to have been received by you and that all communications sent to us from such e-mail address shall be deemed to have been sent by you.

Accordingly, you expressly acknowledge and agree that all acceptances made and sent to us via such e-mail address and/or Deemed Acceptances shall be deemed to have been made by you without further verification being required on our part.

- 6.15 The Islamic funding is based on the Shariah principle of Murabahah (via Tawarruq) arrangement for the underlying contract. The Issuer hereby appoints Peoplender as the agent/wakil to perform all necessary requirements for the execution of the said arrangement.
- 6.16 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 the Varied Key Contract Terms, as the case may be, and the Funding Conditions) is a separate binding legal agreement directly between you and the investor(s). If there is a conflict between these Issuer 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 Recognized Markets issued by the Securities Commission Malaysia.
- 7.2 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 investor(s) 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 should note that each of the investors who has provided funding to you has irrevocably and unconditionally authorized us to pursue you (directly or indirectly) for collection of monies due and owing in the event of a default in payment of any Funding Parts you have been financed under the Funding Contract.

7.4 Upon a Funding Contract being entered into as aforesaid, the money comprising the funding amount (which would have been deposited by investors during the Funding Period into a segregated trust account established and maintained by a licensed third party administrator in a bank licensed under the Financial Services Act 2013 or Islamic Financial Services Act 2013 ("**Fundaztic Trust Account**")) is then transferred to your appointed bank account (as stated in the registration process or your Funding Application), or such other third party bank account as authorised and instructed in writing by you pursuant to Clause 6.6A of these Issuer Terms, subject to pre-disbursement conditions (if any) being met. For Islamic financing, the transfer shall be made once the transactions are executed in the manner as stipulated in Clause 6.16 Any request to change your bank account is subject to further approvals by us and will attract additional verification costs. Where you have provided your written consent, authorisation and instruction for us to transfer the total funding amount raised on the Platform (subject to any deductible amount as provided under the Issuer Terms) to a third party bank account, you also agree and acknowledge that:-

- (f) you will make available in the Fundaztic Trust Account, an amount equivalent to the Origination Fee (as hereinafter defined), the total stamp duty payable on the total funding requested in the Funding Request and bank remittance charges (if any) ("**Pre-Disbursement Amount**") (which amount shall be notified on the Platform to you) immediately after your Funding Request has been listed on the Platform;
- (g) the total funds raised will not be transferred to the third party bank account as authorised by you until we have debited the Pre-Disbursement Amount from the Fundaztic Trust Account;
- (h) in the event that you have not made available the Pre-Disbursement Amount in the Fundaztic Trust Account within such period of time as determined by us and notified to you, your Funding Request will be deemed to have failed and will be removed from the Platform. All funds received in respect of your Funding Request shall be refunded free of returns to the relevant investor(s);
- (i) you will indemnify, protect and hold us as well as our subsidiaries, affiliates, officers, representatives, successors and assigns, harmless without limit, from and against any and all actions, liabilities, claims, suits, demands, losses, costs, expenses and/or damages, including but not limited to actions, claims, suits and demands by third parties and solicitors' fees in relation to and/or arising out of the said written consent, authorization and instruction, and

- (j) all of the terms and conditions ("**Terms and Conditions**") applicable to an Issuer in relation to the Platform, including but not limited to, these Issuer Terms, Funding Contract, Terms of Use and Privacy Notice shall be applicable to and binding on you and shall remain valid and enforceable as against you, and you undertake to fully and strictly comply with the same. In this regard, you will assume all of the obligations and liabilities of an Issuer as provided under the said Terms and Conditions.

7.5 Each funding will be valid and remain in full force for the period specified in the Funding Contract.

7.6 In all Funding Contracts, 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 Issuer agrees that all notices and communications to be given to an investor will be sent to us on that investor's behalf and that this is sufficient to identify the investors for the purposes of the Funding Contracts. Each Issuer further hereby expressly agrees that a written certification by us identifying an investor in respect of a Funding Contract will be final and conclusive evidence of the identity of such investor.

8. Fees

8.1 Upon subscribing to our services, you will be subjected to the fees as stated in this clause 8 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.

8.2 You will be subject to pay the following fees:-

- (d) a fee of RM100.00 which shall be imposed at the Funding Application stage which covers costs associated with verifying, reviewing and listing your funding request on the Platform; and
- (e) a fee to cover the costs of running the Platform and administering the funding ("**Origination Fee**"), the rate of which will be equivalent to:
 - (iii) in respect of a Funding Contract under which you will be required to pay, in full, the total funded amount and profit thereon in a single bullet payment at the expiry of the funding tenure of such Funding Contract ("**Bullet Payment Funding Contract**"), one percent (1%) of the purchase amount of the funding under such Payment Funding Contract, and
 - (iv) in respect of a Funding Contract other than a Bullet Payment Funding Contract, the prescribed percentage based on the tenure thereunder, as follows:-

Tenure of funding (months)	Rate of Origination Fee
1 - 12	1.5%
13 - 24	3.0%
25 -36	4.5%

- (f) The Origination Fee is charged upfront. The Origination Fee in respect of any funding other than that described in Clause 6.6A of these Issuer Terms is deducted from the funded amount before it is transferred to you so you will receive the amount funded less the Origination Fee (and where applicable, less the amount of the first scheduled payment pursuant to clause 9.3 below). Where you have requested for any funding as described in Clause 6.6A of these Issuer Terms, you will be required to ensure that the Fundaztic Trust Account contains the requisite Pre-Disbursement Amount (comprising the Origination Fee, stamp duty payable on such funding and bank remittance charges, if any) once the Funding Request has been listed on the Platform. The Pre-Disbursement Amount is debited by us before the total funds raised is transferred to the third party bank account authorised by you, so the third party will receive the total amount you have been financed without any deductions thereto.

8.3 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.

9. Payments

9.1 You agree and acknowledge that the payment of the total funded amount and profit thereon will depend on the terms of payment under the Funding Contract for your funding, as set out in the Key Contract Terms or Varied Key Contract Terms (as the case may be), and accordingly :- (a) if the Funding Contract in respect of your funding is a Bullet Payment Funding Contract, you will be required to remit, in full, the total funded amount and the profit thereon in a single bullet payment at the expiry of the funding tenure of such Bullet Payment Funding Contract, and (b) if the Funding Contract in respect of your funding is not a Bullet Payment Funding Contract i.e. if the total funded amount under the Funding Contract is payable in equal monthly or other scheduled instalments over the tenure thereof, you will be required to remit, in full, the total funded amount and the profit thereon in instalments in monthly or other scheduled payments.

9.2 The monthly or other scheduled payments or bullet payments (as the case may be) payable to each investor in respect of your funded amount will be set out in the Key Contract Terms or the Varied Key Contract Terms (as applicable), forming part of the Funding Contract and can also be viewed by you in the "My Fundings" section of the Platform. Time is of the essence with

regards to payment of each monthly and/or other scheduled payments and/or bullet payments.

9.3 You agree that you will remit the payment amount(s) as set out in the Key Contract Terms or Varied Key Contract Terms (as applicable) by such date set out in the "*My Fundings*" section of the Platform by logging onto the Platform using your verified credentials and making payment(s) into the Fundaztic Trust Account from your specified bank account using either IBG or FPX transfers or any other payment methods made available by the Platform. As stated in Clause 8.2(c) hereinabove, we will collect the Origination Fee from you by: (a) deducting upfront the amount thereof from the funded amount before it is transferred to you, or (b) debiting upfront the amount thereof from the Fundaztic Trust Account before the funded amount is transferred to such third party authorised by you, as the case may be. In respect of a Funding Contract other than a Bullet Payment Funding Contract, we may also collect upfront the first scheduled payment thereunder (in addition to the Origination Fee) by debiting it from the funded amount before it is transferred to you. The Key Contract Terms or Varied Key Contract Terms (as applicable) in respect of your funding will expressly set out if the first scheduled payment due to the investor(s) thereunder will be deducted upfront from the funded amount before it is transferred to you.

9.4 You may pay the entire funded amount early at any time at no extra cost provided that: - (a) you shall pay the total amount of purchase price and profit and any applicable fees outstanding; (b) you give us fifteen (15) business days prior written notice in respect thereof; and (c) you have 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 installments as at the time of the written notice.

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

9.5 In certain circumstances, we may (but are not obliged to) enforce certain terms of each Funding Contract on behalf of the investors under it. In doing so, we are authorised to act as agent on behalf of the relevant investors (in accordance with our agreed terms and conditions with the investors) in taking such action.

9.6 You agree and acknowledge that we may, at any time (including upon any request by you before you have missed 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. 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, and you will be deemed to have accepted the varied payment terms under the Varied Key Contract Terms.

10. Appointment of Collection Agent

- 10.1 By accepting these Issuer Terms, you acknowledge that each of the investors who has provided funding to you has irrevocably and unconditionally authorized us to pursue you (directly or indirectly) in our own name as agent for and on behalf of the said investors, for collection of monies due and owing in the event of a default in payment of any Funding Parts you have obtain financing or for any other event of default under the Funding Contract.
- 10.2 You acknowledge and agree that we may in turn appoint solicitors and/or recovery or debt collection agent(s). You also acknowledge and agree that we shall have the right to take all and any reasonable actions to protect our, or the investors', 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, including acting against guarantors in relation to the Funding Contract.

11. Missing Payments

- 11.1 If any payment under a Funding Contract has not been made seven (7) days from the scheduled payment date, we may charge you fees which shall be subjected to a late payment charge ("Late Payment Charge") amounting to up to ten per centum (10.0%) on the overdue or 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 purchase amount. To further facilitate the collection of these charges, where applicable, the Platform may also charge other administrative fees for sending payment reminders ("Payment Reminder Fees"). The applicable payment reminder fees will be made known upfront on the Platform. The sums of such charges for each Funding Contract would be in addition to the funded sums due and any Additional Profit (as hereinafter defined in Clause 11.2 below). This fee will be payable immediately and may be retained by us.

11.2 Save in exceptional circumstances as determined by us in our sole and absolute discretion from time to time, and notwithstanding clause 11.1 above, if you:- (a) miss or fail to pay, in full, the amount of the single bullet payment under a Bullet Payment Funding Contract on or by the date on which such payment is due; or (b) miss, fail to pay or only partially pay any of the monthly installments under a Funding Contract that is not a Bullet Payment Funding Contract on or by the relevant due date thereunder; or (c) miss, fail to pay or only partially pay any other payment that is due or if you otherwise fail to comply with any terms or conditions of the Terms of Service (including these Issuer Terms and the Funding Contract); the funding will be deemed to have triggered an event of default and the outstanding funding shall immediately become due and payable by you and we shall be entitled to exercise our right to issue you with a default notice and termination notice and will pursue you for the total funded amount outstanding.

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 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.

11.3 If we (or the collection agent appointed by us) are unable to collect the financing or any part thereof under the Funding Contract, you acknowledge that each investor will retain the right to enforce his/her/its rights under the relevant Funding Contract directly against you (and in this regard, you hereby consent to us providing any of the investors with your identity and relevant contact details for this purpose)

11.4 Our rights to pursue you for the total amount outstanding under the Funding Contract shall not impose any obligation on us to take or refrain from taking any step or steps apart from those specifically set out in clauses 11.1 and 11.2 above. The decision whether or not to proceed with certain actions against you and the types of recourse and actions to recover the outstanding funded amount shall be in our absolute discretion as we deem fit.

11.5 By entering into these Issuer Terms, you hereby acknowledge our absolute right and discretion to take all and any reasonable actions to protect our, or the investors', 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. Transfer of Funding Parts

11A.1 Subject to the requirements under the applicable laws and the conditions set by us from time to time, each investor that is a party to a Funding Contract

with you may transfer by assignment his / her / its right, title and interest in any Funding Contract to any other registered investor on the Platform. Such transfers by assignment are effected by way of a transfer certificate ("**Transfer Certificate**") and the transfer process is detailed in clause 7A (*Transfer by Investors*) of the Funding Conditions. Following completion of the transfer, the new investor will be a party to the Funding Contract with you in place of the transferring investor. You agree to be bound by any such transfer (and you agree to release each transferring investor and accept your obligations to each new investor) as though you had executed the Transfer Certificate.

11A.2 This clause shall not be applicable to Islamic notes until such feature is made available

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 Issuer Terms. If you are a limited liability partnership, partnership or company, you warrant that your appointed representative(s) has the authority to enter into these Issuer Terms on your behalf;
- (b) that you are not a "non-resident" for the purpose of the foreign exchange control regulations in Malaysia;
- (c) that you have full power, authority, necessary expertise and experience to provide the services envisaged by these Issuer Terms;
- (d) that you shall not create or assume any obligation on behalf of us or the Platform for any purpose whatsoever;
- (e) that you shall promptly, after becoming aware of them, disclose to us any circumstances (including without limitation, any claims, undisclosed liabilities, litigation, arbitration, court or administrative proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against you by any third party) which could or might result in a material adverse change in your financial condition, business or assets;

- (f) 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 Issuer Terms, the Funding Contract and to ensure the legality, validity, enforceability and admissibility in evidence of the funding in any relevant jurisdiction, including Malaysia;
- (g) 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;
- (h) that you shall carry on and conduct your business in a proper and efficient manner and will not make any substantial change to the general nature or scope of your business as carried on at the date of the Funding Contract;
- (i) that you shall not get funds borrow any monies from your directors, officers, members, partners, shareholders or any other third party that ranks in priority of recovery to the funding. In the event that you do enter into any such loan, the rights to payment of that loan will be subordinated behind the funding, except to the extent otherwise required by the applicable insolvency and other laws; and
- (j) that you shall not enter into any amalgamation, demerger, merger or corporate reconstruction.

12.2 You further warrant, undertake, represent and covenant as follows:-

- (a) that all information provided to us, including in the course of the Issuer registration and financing process is complete, true and accurate in all respects and that you do not anticipate or reasonably expect any material change to such information in the six (6) months following your acceptance of the funding;
- (b) 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;
- (c) that you will not omit to provide us any information you are aware of that would materially impact on the decision of an investor to provide funding to you via the Platform;
- (d) 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;

- (e) that you shall not use the Platform or any information accessible on or obtained therefrom for the purpose of canvassing or soliciting any person or enticing any person away from the Platform;
- (f) 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;
- (g) that you are responsible for all costs incurred by you in accessing the Platform;
- (h) 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; and
- (i) that you shall not use the funded amount for any other purposes not stated in your Funding Request or for any illegal purposes.

12.3 You agree that for so long as there are outstanding amounts owed by you to investors on the Platform, you will provide to us promptly at our request:

- (d) bank statements, up-to-date balance sheet and cash flow statements as well as other financial information as we may require from time to time;
- (e) details and documents relating to operational policies and procedures; and
- (f) all relevant contracts or other documents that we may require from time to time including any auditor reports, insurance documents, group structure charts and key contracts or agreement.

12.4 You agree that so long as there are outstanding amounts owed by you to investors on the Platform, you will permit our employees or agents on reasonable notice and during business hours to attend and inspect your premises and inspect any of your books, accounts and records and to make copies of such information. You agree to meet with any such employee or agent within five (5) business days of request by us, and answer all reasonable queries of such employee or agent.

12.5 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 Issuer Terms or any Funding Contract. The provisions contained in this clause shall survive the termination or expiry of these Issuer Terms.

12.6 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 "Issuer" as set out in clauses 3.2 and 3.3 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 Platform and Operator

13.1 Our primary role is to act as operator of the Platform. The Platform is a conduit to bring together prospective issuers and investors, to provide a stream-lined process for entering into Funding Contracts and to coordinate and facilitate the payment and collection of sums due under or in connection with those Funding Contracts (including certain limited actions upon an Issuer's or any guarantor's

default as set out in these Issuer Terms), in some cases, in coordination with third parties or agents.

- 13.2 We shall issue your Funding Application with a risk scoring grade at the time your Funding Application is processed. The risk scoring grade allocated shall be based on, amongst others, information included in your application and the results of credit reports obtained from credit reference agencies. We are not obliged to check or edit the information submitted or uploaded to your Funding Application page. It is your sole responsibility to ensure that information submitted to us is complete, accurate and not misleading in any way. Accordingly, we accept no responsibility or liability for the accuracy of the information provided by you to prospective investors or the risk scoring grades. You agree that you shall inform us if any information we publish about you is untrue, inaccurate or misleading in any material way.
- 13.3 The provision of a risk scoring grade is intended to be indicative only. An investor will be liable to form their own opinion regarding the creditworthiness of you as an Issuer and undertake their own research, analysis and assessment, and where appropriate, may seek their own independent financial advice.
- 13.4 We accept no responsibility and disclaim all liability for any information about you made available to prospective investors on the Platform (including your 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 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, Purchase Request and Acceptance of to the Offer for Sale for the purpose of Islamic financing.

14. Termination

- 14.1 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 Issuer 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, or any other document arising from or in connection with you receiving a funding through the Platform;

- (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 Issuer for a period of more than twelve (12) months.

14.2 Termination of your membership of the Platform under clause 14.1 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, such termination means that you will no longer be able to apply for new funding on the Platform. However you are entitled to remain on and use the Platform to the extent necessary (as determined by us) until all outstanding funding has been repaid in full and cleared funds and all fees, costs and expenses otherwise due under these Issuer Terms and Funding Contracts have been paid in full and cleared funds.

14.3 Notwithstanding clauses 14.1 and 14.2 above, you may terminate these Issuer Terms and your account with us at any time by giving us written notice PROVIDED THAT all outstanding funding to you has been repaid in full and cleared funds and all fees, costs and expenses otherwise due under these Issuer Terms have been paid in full and cleared funds and thereupon we will end your membership such that your agreement with us shall be terminated with effect from the date of all such outstanding funding to you and all fees, costs and expenses otherwise due under these Issuer Terms have been fully repaid and in cleared funds.

- 14.4 On termination, and once all sums actually or potentially due from you to investors and all fees, costs and expenses otherwise due under these Issuer Terms have been paid in full and cleared funds, we will credit your bank account with any funds left to your credit in the Fundaztic Trust Account or send a cheque to the address last provided by you.

15. Miscellaneous

- 15.1 You may not assign, delegate, subcontract or otherwise transfer any or all of your rights and obligations under the Terms of Services. We may, to the extent permitted by laws, perform any of our obligations, and exercise any of the rights granted to us under these Issuer Terms, through a third party. We may assign any or all of our rights and obligations under these Issuer Terms to any third party.

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.

- 15.2 If any term of these Issuer 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 the validity or enforceability of the remainder of these Issuer Terms.

- 15.3 Unless otherwise specified, these Issuer 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.

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 Issuer 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 Issuer Terms.

- 15.4 These Issuer 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 Issuer 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. Your rights and obligations under a Funding Contract that have been assigned or transferred as aforesaid shall not be adversely affected in any way whatsoever.

- 15.5 Membership of the Platform does not in any way constitute an obligation by us to procure funding for you or constitute a warranty by us that funding will be made available.
- 15.6 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 Issuer 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).
- 15.7 Any feedback you provide on the Platform and/ or to us is non-confidential.
- 15.8 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.

- 15.9 These Issuer Terms are governed by the laws of Malaysia. You hereby consent to the non-exclusive jurisdiction of the courts of law in Malaysia
- 15.10 All warranties, undertakings, representations, disclaimers, indemnities and exclusions in these Issuer Terms shall survive termination or expiry of these Issuer Terms.
- 15.11 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/>).
- 15.12 If any goods and services tax or any other similar tax is chargeable on any sum payable by the Issuer to us, the Issuer 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.

16. Ibra'

- 16.1 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;

$$\text{Ibra}' = \text{Deferred Profit} - \text{Early Settlement Charge (if any)} - \text{fees \& charges (if any)}$$

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

17. About us

- 17.1 The Platform is known by the name FUNDAZTIC and is operated by us, Peplender 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. Contact us and Complaints

At Peoplender, we value your feedback and are committed to providing exceptional service. If you have any feedback regarding these Issuer 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.).