

Other terms and conditions :

- (a) Expected facility/ programme size : The combined limit of the CP Programme and the senior notes, subordinated notes and capital securities programme of up to RM25.0 billion in nominal value ("**Notes Programme**") shall be RM25.0 billion or its equivalent in other currencies in nominal value ("**Master Limit**"). The CP Programme and the Notes Programme shall collectively be referred to as the "**Master Programme**".
- (b) Tenure of the CPs : Each issuance of CPs shall have a tenure of one (1), three (3), six (6), nine (9) or twelve (12) months from the issue date (or such other tenure as the Issuer may select and agree with the Facility Agent), provided that the tenure of the CPs shall not exceed twelve (12) months and that the CPs shall mature on or prior to the expiry of the CP Programme.
- (c) Profit / coupon or equivalent rate (%) : Not applicable as the CPs will be issued at a discount to its nominal value
- (d) Profit / coupon payment frequency and basis : Not applicable as the CPs will be issued at a discount to its nominal value
- (e) Profit / coupon payment basis : Not applicable as the CPs will be issued at a discount to its nominal value
- (f) Tender and Issuing conditions : The CPs may be issued in multiples of RM1,000,000.00 but subject to the Rules on Fully Automated System For Issuing / Tendering issued by BNM, as may be amended from time to time ("**FAST Rules**") and other customary conditions including but not limited to the following:
- (i) a minimum issue size of RM5,000,000.00 for each issue;
  - (ii) the issue notice shall be given to the Facility Agent at least seven (7) business days (for the first issue) or five (5) business days (for subsequent issues) prior to and excluding the date of the proposed issue, or such other shorter period as agreed by the Lead Arranger;
  - (iii) any amount redeemed may be reissued during the tenure of the CP Programme, provided an Event of Default(s) has not occurred and subject always to the CP Programme Limit and that the maturity date of such issue shall not extend beyond the last day of the CP Programme tenure; and
  - (iv) no new issuance or additional issuance shall be allowed on the occurrence of an Event of Default(s) under the CP Programme.
- (g) Tendering System : The tender shall be conducted in accordance with the FAST Rules. In the event the tendered rates are not acceptable to the Issuer, the Issuer shall terminate the request for the issuance. The Issuer shall have the right to accept all or part of the amount tendered and shall also have the right to accept more than that is stated in the issue request, subject always to the CP Programme Limit.

- (h) Tendering Mechanism for CP : The Facility Agent shall invite a selection of banks, other financial institutions and other persons falling within the Selling Restrictions to participate as TPM to competitively bid for the CPs. Composition of the TPM may be varied from time to time by the Facility Agent in consultation with the Issuer.
- Allocation of the CPs to bidders shall be based on ascending order of yield or descending order of price, as the case may be. The Issuer shall have the right to reject any or all bids received from the TPM without assigning any reasons thereof.
- (i) Details on utilisation of proceeds : Proceeds from the issuance of each tranche of CPs shall be utilised, without limitation, to on-lend to the Issuer's subsidiaries, for investment into the Issuer's subsidiaries, for working capital, general investment and other corporate purposes and/or if required, the refinancing of any existing financing obligations of the Issuer and/or any existing CPs issued under the CP Programme.
- (j) Ranking : The CPs will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer ranking pari-passu without any preference or priority among themselves and at least pari-passu with all other present and future unsecured obligations of the Issuer, save and except for those obligations preferred by law.
- (k) Setting off : No holder of the CPs may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the CPs, and the CP Holders shall, by virtue of his holding of any CPs, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer in relation to the CPs to the fullest extent permitted by law. If at any time the CP Holders receives payment or benefit of any sum in respect of the CPs (including any benefit received pursuant to any such set-off, deduction, withholding or retention) other than in accordance with the terms of the CPs, the payment of such sum or receipt of such benefit shall, to the fullest extent permitted by law, be deemed void for all purposes and the CP Holders by virtue of his holding of any CPs, shall, agree as a separate and independent obligation to immediately pay an amount equal to the amount of such sum or benefit so received to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any payment of such sum or receipt of such benefit shall be deemed not to have discharged any of the obligations under the CPs.
- (l) Withholding taxes : All payments in respect of the CPs by or on behalf of the Issuer shall be made in full without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or government charges of whatever nature imposed, levied, collected, withheld or assessed by or within any relevant jurisdiction, unless the withholding or deduction of the taxes is required by law. In the event such taxes are imposed, the Issuer will not have to pay additional amounts ("**Additional Amounts**") as may be necessary in order that the net amounts received by the CP

Holders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the CPs in the absence of the withholding or deduction.

- (m) Transaction Documents : The CPs shall be evidenced by, inter alia, the following:
1. the CPs (in the form of global certificates and/or definitive certificates);
  2. the Securities Lodgement Form;
  3. each Subscription Agreement (if any);
  4. the Trust Deed;
  5. the Programme Agreement;
  6. the Tender Panel Agreement; and
  7. all other documents relating to the CPs as advised by the Solicitors.
- (n) Option to Upsize : The Issuer shall have the option to upsize the CP Programme Limit provided that (a) there is no adverse impact on the rating of the CP Programme, if rating requirements are applicable; and (b) the relevant regulatory approvals have been obtained. For the avoidance of doubt, no consent from the existing holders of the outstanding CPs at that time is required for the purposes of the upsizing of the CP Programme Limit.
- (o) Tradability and transferability : The CPs are transferable (subject to the Selling Restrictions described above) and tradable under, in the case of CPs issued in Malaysia, the Rules on Scripless Securities under the RENTAS operated by PayNet, and in the case of CPs issued outside Malaysia, the procedures and rules of the relevant jurisdiction.
- (p) Name of credit rating agency and credit rating : **CPs**  
Credit rating agency: RAM  
Credit rating: P1  
Final/Indicative rating: Final rating  
Partial: No  
Amount rated: RM3,000,000,000.00
- The Issuer may at its discretion, in relation to each tranche of the CPs, determine prior to the issuance of the CPs, to issue unrated CPs (“**Unrated CPs**”). The rating details above are not applicable to Unrated CPs issued under the CP Programme.
- For the avoidance of doubt, subject to there being no outstanding rated CPs, the Issuer may elect to remove the credit rating of the CPs and any subsequent CPs to be issued under the CP Programme will be Unrated CPs. Such election will not require the CP Holders’ consent.
- (q) Trustees’ Reimbursement : The Issuer shall, or the Bond Trustee shall on behalf of the Issuer, open and maintain, throughout the tenure of the CPs, a trustees’

Account

reimbursement account for the Noteholder's actions (the "**Trustees' Reimbursement Account**") and the credit balance of the Trustees' Reimbursement Account must be no less than RM30,000.00 which amount is to be obtained from the proceeds of issuance of the CPs.

The Trustees' Reimbursement Account shall be operated by the Bond Trustee and the money shall only be used strictly by the Bond Trustee in carrying out its duties in relation to the acceleration of the CPs pursuant to an Event of Default in the manner as provided in the Trust Deed.

Any unutilised monies in the Trustees' Reimbursement Account shall be returned to the Issuer upon full redemption of the CPs if no acceleration of the CPs pursuant to an Event of Default takes place.

(r) Disclosure of the :  
following:

(i) If the issuer or its board members have been convicted or charged with any offence under any security laws, corporation laws or other laws involving fraud or dishonesty in a court of law, or if any action has been initiated against the issuer or its board members for breaches of the same, for the past 10 years prior to the lodgement/ since incorporation, for issuer incorporated less than 10 years; and

None.

(ii) If the issuer has been subjected to any action by

the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five years prior to lodgement

None.