

## OCK GROUP BERHAD (“OCKGB” OR “THE ISSUER”)

An Islamic commercial papers (“ICPs”) programme of RM500.0 million in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar (“ICP Programme”)

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### OTHER TERMS AND CONDITIONS

(a) **Identified assets** The “**Trust Assets**” shall comprise the Sukuk Proceeds, the Wakalah Portfolio and the rights, title, interest, entitlement and benefit in, to and under the transaction documents.

(b) **Purchase and selling price/rental (where applicable)** **Purchase Price**  
The “**Purchase Price**” is defined as an amount equivalent to the Sukuk Proceeds less the amount invested in the Shariah-compliant Business which shall be in accordance with the asset pricing requirements (“**Asset Pricing Requirements**”) as provided in the Guidelines on ICMPs.

The Purchase Price shall be determined prior to each issuance of the ICPs.

#### **Deferred Sale Price**

The “**Deferred Sale Price**” is defined as the amount equivalent to the nominal value of the relevant ICPs.

(c) **Profit/coupon/rental rate and frequency** Not applicable as the ICPs will be issued at a discount to its nominal value without periodic profit payments.

(d) **Profit/coupon/rental payment basis** Not applicable as the ICPs will be issued at a discount to its nominal value without periodic profit payments

(e) **Details on utilisation of proceeds by the Issuer** The proceeds raised from the issuance of ICPs under the ICP Programme shall be utilised for the following Shariah-compliant purposes:

No.	Purpose
1.	To finance the following: <ul style="list-style-type: none"><li>i. general working capital of the Issuer and/or its subsidiaries;</li><li>ii. capital expenditure of the Issuer and/or its subsidiaries;</li><li>iii. general corporate purposes of the Issuer and/or its subsidiaries;</li></ul>

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2.	To refinance the following:  i. existing Shariah-compliant financing and/or existing conventional borrowings of the Issuer and/or its subsidiaries; and/or ii. future Shariah-compliant financing of the Issuer and/or its subsidiaries;
3.	To defray expenses in relation to the ICP Programme; and
4.	To refinance maturing ICPs issued under the ICP Programme.

The inter-company advances of proceeds between the Issuer and its subsidiaries for the purposes set out in items 1 and 2 above shall be made via Shariah-compliant facilities.

**(f) Listing status and types of listing exchange, where applicable**

The ICPs will not be listed on Bursa Malaysia Securities Berhad or any stock exchange.

**(g) Status**

The ICPs, pursuant to the relevant Transaction Documents, shall constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall rank at all times pari passu without discrimination, preference or priority amongst themselves and pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time, subject to those preferred by law.

**(h) Form and Form  
Denomination**

The ICPs shall be issued in accordance with the relevant rules and procedures of BNM (“**BNM Rules and Procedures**”).

The ICPs shall be represented by a global certificate to be deposited with BNM and may be exchanged for definitive bearer form only in certain limited circumstances.

**Denomination**

The denomination of the ICPs shall be in RM1,000.00 or

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integral multiples thereof or such other denominations as shall be agreed upon between the Lead Manager and the Issuer as may be allowed under the BNM Rules and Procedures and/or any other procedures/guidelines issued by the relevant authorities at the time of issuance.

**(i) Tenure of the ICP Programme**      **Tenure of the ICP Programme**

The tenure of the ICP Programme is seven (7) years.

**Tenure of ICPs**

Each of the ICPs shall have a tenure from one (1) month and up to twelve (12) months from the issue date, as the Issuer may elect, provided always that the maturity of each ICPs does not extend beyond the tenure of the ICP Programme.

**(j) Redemption maturity**      **at**      Unless previously redeemed or purchased and cancelled, the ICPs shall be redeemed by the Issuer at one hundred percent (100%) of their nominal value on their respective maturity date(s).

**(k) Issue price**      The ICPs shall be issued at a discount and the issue price shall be calculated in accordance with the BNM Rules and Procedures.

**(l) Transaction Documents**      The Transaction Documents in respect of the ICP Programme shall include the following documents:

- (i) the Programme Agreement;
- (ii) the Trust Deed;
- (iii) the Subscription Agreements;
- (iv) the Tender Panel Agreements;
- (v) the Securities Lodgement Form;
- (vi) the relevant Islamic agreements; and
- (vii) all other documents of whatsoever nature executed or to be executed in connection with or pursuant to any of the above documents or otherwise in connection with the ICP Programme and the ICPs, including any supplemental document(s) thereof,

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and references to a "**Transaction Document**" shall mean each or any one of them.

**(m) Taxation**

All payments by the Issuer shall be made without withholding or deductions for or on account of any present or future tax, duty or charge of whatsoever nature imposed or levied by or on behalf of Malaysia or any other applicable jurisdictions, or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law, in which event the Issuer shall be required to make such additional amount so that the payee would receive the full amount which the payee would have received if no such withholding or deductions are made.

**(n) Trustee's  
Reimbursement  
Account**

The Issuer shall open and maintain a Shariah-compliant account designated as the "Sukuk Trustee's Reimbursement Account for Sukukholders' Actions" (as required under the Guidelines on Trust Deeds) ("**Sukuk Trustee's Reimbursement Account**"), in which a sum of RM100,000.00 (or such other sum as may be required pursuant to the Guidelines on Trust Deeds) is to be deposited and which shall be maintained at all times throughout the tenure of the ICP Programme.

The Sukuk Trustee's Reimbursement Account shall be operated by the Sukuk Trustee and the monies therein shall only be used strictly by the Sukuk Trustee in carrying out its duties in relation to the occurrence of an Event of Default or enforcement events which are to be provided in the relevant Transaction Documents. Any balance in the Sukuk Trustee's Reimbursement Account shall be returned to the Issuer upon the expiry of the ICP Programme.

**(o) No Payment of  
Interest/profit**

For the avoidance of doubt and notwithstanding any other provision to the contrary herein contained, it is agreed and declared that nothing in the lodgement and the Transaction Documents shall oblige or entitle any party nor shall any party to pay or receive or recover interest/profit on any amount due or payable to another party pursuant to the lodgement or the Transaction Documents and the parties hereby expressly waive and reject any entitlement to recover such interest/profit.

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### **(p) Definitions**

#### **Group**

Refers collectively to the Issuer and its subsidiaries.

#### **Material Adverse Effect**

This means the occurrence of any event or circumstances which, has resulted in, or may result in a material adverse effect on:

- (i) the ability of the Issuer to perform any of its obligations under any of the Transaction Documents to which it is a party; or
- (ii) the assets, business or condition (financial or otherwise) or results of the operations or prospects of the Issuer and/or the Material Subsidiaries; or
- (iii) the legality, validity or enforceability of the Transaction Documents; or
- (iv) the right of remedies of the Sukuk Trustee or the Sukukholders under the Transaction Documents.

#### **Material Subsidiaries**

This refers collectively to the following subsidiaries of the Issuer:

- (a) OCK Setia Engineering Sdn Bhd (Registration No. 200001026391 (528998-K));
- (b) OCK Telco Infra Sdn Bhd (Registration No. 201601001592 (1172518-D));
- (c) Dynasynergy Services Sdn Bhd (Registration No. 201301026137 (1055967-W));
- (d) EI Power Technologies Sdn Bhd (Registration No. 201001029966 (913886-A));
- (e) PT Harapan Utama Prima Telecommunication (Company No. 0220105392045);
- (f) PT Putra Mulia Telecommunication (Company No. 9120206272866);
- (g) Southeast Asia Telecommunications Holdings Pte Ltd (Company No. 200916462D);
- (h) OCK Yangon Private Limited (Company No. 113823003),

and which shall include such other subsidiaries of the Issuer which contribute at least 5% of either the net

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tangible assets or profit after tax of the Group, based on the latest available audited and consolidated financial statements of the Issuer at that time, and each a **“Material Subsidiary”**.

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