

A MEDIUM TERM NOTES PROGRAMME FOR THE ISSUANCE OF MEDIUM TERM NOTES, WHICH TOGETHER WITH A COMMERCIAL PAPERS PROGRAMME FOR THE ISSUANCE OF COMMERCIAL PAPERS, HAVE A COMBINED AGGREGATE LIMIT OF UP TO RM800.0 MILLION IN NOMINAL VALUE GUARANTEED BY DKSH HOLDINGS (MALAYSIA) BERHAD (REGISTRATION NO. 199101021067 (231378-A))

Other terms and conditions

(a) Details of utilisation of proceeds on : The proceeds raised from the issuance of MTN under the MTN Programme shall be utilised for the following purposes:

- (a) to finance/reimburse or part finance/reimburse investments, acquisition, capital expenditure and/or working capital requirements of the Issuer Group;
- (b) for general corporate purposes (which shall include, without limitation, the payment of fees, costs and expenses in connection with the establishment of the Programmes and the issuance of the Notes); and/or
- (c) to refinance debt obligations of the Issuer Group.

Sustainability MTN and/or Sustainability-Linked MTN

For issuance of Sustainability MTN and/or Sustainability-Linked MTN, the utilisation of proceeds thereof shall be subject further to the requirements of the applicable Sustainability Guidelines / Framework and/or Sustainability-Linked Guidelines / Framework under which such Sustainability MTN and/or Sustainability-Linked MTN are issued and if applicable, the Sustainability Notes Framework and/or Sustainability-Linked Notes Framework of the Issuer, and as further set out in the relevant pricing supplement and/or the documents in relation to the issuance of such Sustainability MTN and/or Sustainability-Linked MTN.

(b) Status

MTN

The MTN shall constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank pari-passu without discrimination with all other present and future direct, unconditional, unsubordinated and unsecured obligations (both actual and contingent) of the Issuer from time to time outstanding, save and except for: (a) liabilities which benefit from liens or are subject to the rights of set-off arising in the normal course of trading and the aggregate amount of which is not material; and (b) obligations of the Issuer preferred by laws.

Corporate Guarantee

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The Corporate Guarantee shall constitute direct, unconditional, unsubordinated and unsecured obligations of the Corporate Guarantor and shall at all times rank pari passu with all other present and future direct, unconditional, unsubordinated and unsecured obligations of the Corporate Guarantor, subject to those preferred by law.

- (c) **Tenure** : Each issuance of the MTN shall have a tenure to be agreed upon between the Issuer and the relevant Lead Manager prior to its issue date and shall have a tenure of at least one (1) year, provided that the tenure shall not be perpetual.
- (d) **Issue Price** : The MTN shall be issued at par, premium or at a discount to its nominal value, to be determined prior to each issuance of the MTN, and the issue price is calculated in accordance with the BNM Rules and Procedures (as defined in the section entitled “*Other terms and conditions – Form and Denomination*” below).
- (e) **Interest coupon rate** / : The MTN may be issued with or without coupon payments.
- The coupon rate shall not be applicable for MTN without coupon payments.
- The coupon rate may be based on a fixed rate or a floating rate and shall be determined prior to the issuance of the MTN.
- (f) **Interest coupon payment frequency** / : Payable quarterly, semi-annually, monthly or such other frequency to be determined prior to the issuance of the MTN subject to the BNM Rules and Procedures.
- Not applicable for MTN without coupon payments.
- (g) **Interest coupon payment basis** / : The coupon payment shall be calculated based on the actual number of days elapsed and three hundred and sixty five (365) days basis (actual/365 days).
- Not applicable for MTN without coupon payments.
- (h) **Taxation** : All payments by the Issuer and the Corporate Guarantor 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 or on behalf of the Government of Malaysia or 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 and/or the Corporate Guarantor

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shall be required to pay 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.

(i) Form and denomination : Form

The MTN shall be issued in accordance with the:

- (a) Operational Procedures for Securities Services and Operational Procedures for Malaysian Ringgit (MYR) Settlement in the Real Time Electronic Transfer of Funds and Securities System ("**RENTAS**") both issued by BNM or its successor-in-title or successor in such capacity; and
- (b) Participation Rules for Payment and Securities Services and Central Securities Depository and Paying Agency Rules both issued by BNM or its successor-in-title or successor in such capacity,

(collectively referred to as the "**BNM Procedures and Rules**", as amended and/or substituted from time to time).

The MTN shall be represented by a global certificate(s) (exchangeable for definitive certificate(s) on the occurrence of certain limited events). The global certificate(s) shall be deposited with BNM and shall be in bearer form.

Denomination

The denomination of the MTN shall be not less than Ringgit One Million (RM1,000,000.00) and in multiples of Ringgit One Thousand (RM1,000.00) thereof or such other denominations to be mutually agreed by the Issuer and the Lead Manager as may be allowed under the BNM Procedures and Rules at the time of issuance.

(j) Trustee's Reimbursement Account :

The Issuer shall open or procure the opening of and maintain an account designated as "*Trustee's Reimbursement Account for MTN Holders' Actions*" (as required under the Guidelines on Trust Deeds), in which a sum of RM100,000.00 is to be deposited ("**Trustee's Reimbursement Account**"). The Trustee's Reimbursement Account shall be operated by the Trustee and the monies shall only be used strictly by the Trustee in carrying out its duties in relation to the occurrence of an Event of Default or enforcement in relation to the MTN Programme which are provided in the

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Trust Deed. The sum of RM100,000.00 in the Trustee's Reimbursement Account shall be maintained at all times throughout as long as there is amount outstanding under the MTN Programme.

**(k) MTN
Transaction
Documents**

: The MTN Transaction Documents shall include the following:

- (a) the programme agreement;
- (b) the Trust Deed;
- (c) the securities lodgement form;
- (d) the Corporate Guarantee;
- (e) the subscription agreement(s);
- (f) the pricing supplement(s);
- (g) the global certificate(s) and definitive certificate(s); and
- (h) such other agreements as may be advised by the Solicitors as may be necessary for the MTN and agreed by the Issuer.