

**ZETRIX AI BERHAD (FORMERLY KNOWN AS MY E.G. SERVICES BERHAD)**

**AN ISLAMIC MEDIUM TERM NOTES PROGRAMME OF UP TO RM2.0 BILLION (UPSIZED FROM RM1.0 BILLION) IN NOMINAL VALUE BASED ON THE SHARIAH PRINCIPLE OF *WAKALAH BI AL-ISTITHMAR***

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**Other terms and conditions**

- (a) Utilisation of proceeds : The proceeds of the Sukuk Wakalah shall be utilised by the Issuer for the following purposes:
- a) Shariah-compliant working capital requirements, capital expenditures, investments, financing of business expansions and/or general corporate purposes of the Group;
  - b) To refinance any existing conventional borrowings and/or existing/future Islamic financing facilities (including Sukuk) (whether wholly or in part) of the Group (together with all related fees, costs and expenses and the pre-funding of the relevant designated Shariah-compliant account(s));
  - c) Provision of Shariah-compliant inter-company financing to the subsidiaries within the Group;
  - d) Capital for liquidity management required for the Group's existing or future Shariah-compliant businesses/projects; and/or
  - e) To defray all fees, costs and expenses in relation to the establishment of the Sukuk Wakalah Programme and the issuance of the Sukuk Wakalah.

The proceeds of the Sustainability Sukuk Wakalah shall be utilised by the Issuer for the eligible projects of the Group that meet the criteria as set out in the Issuer's Sustainability Financing Framework, the applicable Sustainability Guidelines/ Framework and as further set out in the relevant pricing supplement and the relevant Transaction Documents in relation to each issuance of the Sustainability Sukuk Wakalah.

**“Sustainability Financing Framework”** means the framework issued by the Issuer in relation to the issuance of Sustainability Sukuk Wakalah, and shall include any amendment or revision from time to time.

For the avoidance of doubt, the proceeds raised from the issuance of Sukuk Wakalah under the Sukuk Wakalah Programme shall at all times be for Shariah-compliant purposes.

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- (b) Status : The Sukuk Wakalah will constitute direct, unconditional and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without discrimination, preference or priority amongst themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, subject to those preferred by law or the Transaction Documents.
- (c) Tenure of the Sukuk Wakalah : At least one (1) year, as may be determined by the Issuer prior to each issuance.
- (d) Form and denomination : The Sukuk Wakalah shall be issued in accordance with the:
- (1) Participation Rules for Payment and Securities Services issued by BNM or its successor-in-title or successor in such capacity ("**BNM Rules**"); and
  - (2) Operational Procedures for Securities Services and Operational Procedures for Malaysian Ringgit Settlement in the Real Time Electronic Transfer of Funds and Securities System issued by BNM or its successor-in-title or successor in such capacity ("**BNM Procedures**"),
- as amended and/or substituted from time to time (collectively, the "**BNM Rules and Procedures**").
- Each tranche of the Sukuk Wakalah shall be represented by a global certificate to be deposited with BNM, and is exchanged for definitive bearer form only in certain limited circumstances. The denomination of the Sukuk Wakalah shall be RM1,000 or in multiples of RM1,000 at the time of issuance.
- (e) Profit / coupon / rental rate (fixed or floating) : The Sukuk Wakalah may be issued with or without Periodic Distributions.
- For Sukuk Wakalah with Periodic Distributions, the Periodic Distribution Rate for each tranche of the Sukuk Wakalah shall be a fixed rate and shall be determined prior to each issuance of such Sukuk Wakalah.
- Not applicable for Sukuk Wakalah without Periodic Distributions.

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- (f) Profit / coupon / rental payment frequency : For Sukuk Wakalah issued with Periodic Distributions, the frequency of Periodic Distributions shall be on a semi-annual basis, or such other payment frequency to be determined prior to each issuance of the Sukuk Wakalah.
- Not applicable for Sukuk Wakalah without Periodic Distributions.
- (g) Profit / coupon / rental payment basis : For Sukuk Wakalah issued with Periodic Distributions, the periodic distribution basis shall be on a year of 365 days and the actual number of days elapsed basis (actual/365 days).
- Not applicable for Sukuk Wakalah without Periodic Distributions.
- (h) Issue Price : The Sukuk Wakalah may be issued at par, at a premium or at a discount to the nominal value, to be determined prior to each issuance. The issue price shall be calculated in accordance with the BNM Rules and Procedures.
- (i) Purchase and selling price or rental : **Commodity Purchase Price**
- In respect of each Commodity Murabahah Investment, the Commodity Purchase Price shall be equivalent to the remaining balance of the Sukuk Proceeds (after the investment into the Shariah-compliant Business). The Commodity Purchase Price shall be in compliance with the asset pricing requirements under the ICMPS Guidelines.
- Deferred Sale Price**
- In respect of each Commodity Murabahah Investment, the Deferred Sale Price shall be equal to the Commodity Purchase Price plus the aggregate profit margin, which shall be payable on a deferred basis upon the terms of a Commodity Sale and Purchase Agreement. For the avoidance of doubt, the Deferred Sale Price shall be equal to the sum of the aggregate Expected Periodic Distribution Amount (if applicable) and 100% of the nominal value of the relevant Sukuk Wakalah.
- (j) 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

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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.

- (k) Sukuk Trustee's Reimbursement Account : A Shariah-compliant Sukuk Trustee's Reimbursement Account for Sukukholders' actions ("**Sukuk Trustee's Reimbursement Account**") with a sum of at least Ringgit Malaysia One Hundred Thousand (RM100,000.00) shall be set up either by the Issuer or for and on behalf of the Issuer. The Sukuk Trustee's Reimbursement Account shall be solely operated by the Sukuk Trustee and the moneys therein shall only be utilised strictly by the Sukuk Trustee in carrying out its duties in relation to the occurrence of a Dissolution Event as provided in the Trust Deed. The sum of RM100,000.00 shall be maintained at all times in the Sukuk Trustee's Reimbursement Account throughout the tenure of the Sukuk Wakalah Programme.
- (l) Jurisdiction : The Issuer shall irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Malaysia.
- (m) Transaction documents : All documentation in connection with the Sukuk Wakalah Programme, which includes without limitation:
- a) the Programme Agreement;
  - b) the Trust Deed;
  - c) the Securities Lodgement Form;
  - d) the Subscription Agreement(s);
  - e) the relevant Islamic transaction documents as may be advised by the Solicitors; and
  - f) all other documents executed or to be executed in connection with or pursuant to any of the above documents or otherwise in connection with the Sukuk Wakalah Programme, including any supplementals, and references to a "Transaction Document" shall mean each or any one of them.
- (n) Identified asset or Trust asset : The Trust Assets shall comprise of:

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- a) the Sukuk Proceeds;
  - b) the Wakalah Investments; and
  - c) the rights, title, interest, entitlement and benefit of the Sukukholders in, to and under the Transaction Documents.
- (o) External Reviewer for the Issuer's Sustainability Financing Framework : MARC has been appointed as the external reviewer for the Issuer's Sustainability Financing Framework.