

LETTER OF SET OFF

THIS LETTER OF SET-OFF is made on the date stated in **Section 1 of the Schedule**.

To: **AmBank (M) Berhad**
(Company No. 8515-D) (Licensed Bank)
(A Member of the AmBank Group)
22nd Floor, Bangunan AmBank Group
No. 55 Jalan Raja Chulan
50200 Kuala Lumpur
Malaysia

In consideration of AmBank (M) Berhad (“**Bank**”, whose place of business is stated in **Section 2 of the Schedule**)) at the request of the Borrower (whose name and address are stated in **Section 3 of the Schedule**) and the Depositor (whose name and address are shown in **Section 4 of the Schedule**) having made, making and/or continuing to make advances and/or otherwise having granted, granting and/or continuing to grant and/or afford and/or renew credit and other banking facilities and accommodation to the Borrower from time to time the Facility as defined in the Facility Agreement (as stated in Section 5 of the Schedule hereto (hereinafter referred to as “**Facility Agreement**”), the Depositor agrees and undertake that, in addition to any right of set-off or other general lien or similar right to which the Bank may be entitled to in law, the Bank may at any time and with notice to the Depositor, combine and consolidate all or any of the Depositor’s accounts with the Bank or any of the Depositor’s accounts with the Bank to which the Depositor is beneficially entitled to and with at least seven (7) calendar days of prior notice, set off any moneys therein towards the settlement of the Indebtedness (as defined in the Facility Agreement), whether on current account or deposit account and whether in Ringgit or in any other currency, which the Bank may at any time hold for the Depositor’s account against the Indebtedness.

1. Without prejudice to the generality of the foregoing:-
 - (a) accounts in the Depositor’s name or to which the Depositor is beneficially entitled shall include all or any accounts by whatsoever name called and of any nature whatsoever, with the Bank at any of the Bank branches;
 - (b) moneys which the Bank may at any time hold for the Depositor’s account shall include all moneys standing to the credit of the Depositor’s accounts with the Bank or to the accounts with the Bank to which the Depositor is beneficially entitled to (including interest and/or profits, from time to time earned on and credited to such accounts) and all moneys and liabilities to which the Depositor is beneficially entitled to as evidenced by any fixed deposit receipt, negotiable certificate of deposit, bill, note or any other instrument issued or drawn by the Bank;
2. The Depositor agrees that a certificate signed by any of the Bank’s officers as to the Indebtedness owing shall, save and except for any manifest error be accepted by the Depositor as conclusive evidence of such moneys owing.
3. So long as any of the Indebtedness shall subsist and be outstanding the Depositor agrees that the Bank shall be entitled to custody of the receipts for any fixed deposits or certificates of deposits and the moneys represented thereby and the Depositor shall not, and shall not be entitled to, demand or request for the return thereof and agree and undertake with the Bank to renew or cause to be renewed the fixed deposit and/or the deposit upon its/their maturity or due date for payment.

4. The Depositor undertakes not to and not to purport to sell, assign, transfer, charge or otherwise deal with the receipts of any fixed deposits or certificates of deposits or the moneys represented thereby or any of the Depositor's rights, title or interest therein or any right in relation thereto.
5. The Bank's rights hereunder shall subsist and continue, notwithstanding the Depositor's death, bankruptcy, insanity or incapacity, or in the event the Depositor is a corporation, the Depositor being placed under receivership or the Depositor's liquidation, amalgamation, reconstruction or other change in the Depositor's constitution, but in the event the Bank's rights hereunder shall be held by any court of competent jurisdiction to be an attempt to contract out of the restrictions or prohibitions of any law applicable in the foregoing circumstances the Bank's rights hereunder shall subsist and continue to the extent permitted by law, as if the Depositor's agreement hereunder is held to be an attempt to contract out of the restriction or prohibition of any law, had been severed.
6. The Bank's rights hereunder are in addition to and not in substitution for any other security or guarantee which the Bank may at any time hold for the payment of the Indebtedness and may be enforced without first having recourse to any such security or guarantee and without taking any steps or proceedings against any other surety or party.
7. The Bank shall be entitled, with prior notice to the Depositor, to uplift or liquidate any fixed deposit and/or other deposit prior to its/their maturity or due dates for payments and shall not be liable in respect of any loss which the Borrower/Depositor may suffer as a result of such uplifting or liquidation, save and except where such losses were directly attributable to the Bank's gross negligence, wilful default or fraud.
8. The Depositor hereby agree that the Bank's rights hereunder shall not in any way be prejudiced or affected by:-
 - (a) the liabilities of or purported liabilities of the Borrower or any other party being or becoming wholly or in part invalid or unenforceable;
 - (b) the death, insanity, bankruptcy, incapacity, dissolution, amalgamation, reconstruction, reorganisation or any change of any sort whatsoever in relation to or affecting the Borrower;
 - (c) any time, indulgence waiver or consent at any time given to the Depositor or to any other person; or
 - (d) the release or failure to enforce or to perfect any security or guarantee which the Bank may or should have in respect of the Indebtedness; or
 - (e) the variation of any existing banking or credit or other facilities granted to the Borrower by way of substitution, addition, increase or reduction whatsoever.
9. In the event there are two (2) or more signatories to this Letter of Set-Off, the obligation of each signatory hereto shall be valid and enforceable and shall not be affected by:-
 - (a) any obligation of any other signatory hereto being or becoming wholly or in part invalid or unenforceable against such other signatory; or
 - (b) such other signatory ceasing to be legally liable to discharge any obligation hereto; for any reason whatsoever.

10. The Depositor shall be liable to pay all fees and expenses on a full indemnity basis in connection with or incidental to this Letter of Set-Off, except where such expenses were directly attributable to the Bank's gross negligence, wilful default or fraud. If any of the Borrower's liabilities are required to be recovered through any process of law, the Depositor shall pay the Bank's solicitors fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such recovery.
11. Taxes
 - (a) Unless expressly stated otherwise in this Letter of Set-Off, the parties agree that any charges, commissions, fees, expenses or similar amount to be used in the calculation of such charges, commissions, fees, expenses ("Charges") is exclusive of Taxes (as defined in the Facility Agreement).
 - (b) If any supply made under or in connection with this Letter of Set-Off is subject to Taxes, the Bank may increase the consideration provided for by the amount of the Taxes and recover that additional amount from the Depositor in addition to the Charges.
12. Privacy
 - 12.1 The Depositor provides consent to the Bank to disclose, at the Bank's discretion, all/any information and documents relating to this Letter of Set-Off, the Borrower's conduct and affairs in respect of the Facility to:-
 - (a) the next of kin / administrator / executor / beneficiary of a deceased Depositor/solicitors acting for them in intending to apply for a court order / who had applied for a court order in respect of a deceased Depositor's estate;
 - (b) Bank Negara Malaysia / other relevant authorities acting under powers granted under any applicable law;
 - (c) insurers, brokers, loss adjusters pursuant to any claims to be made by the Bank under such insurance policy in respect of the Facility / Property (as defined in the Facility Agreement);
 - (d) the purposes of any legal suit / proceedings filed against the Bank by any third party in relation to this Letter of Set-Off / Facility;
 - (e) the purpose of any legal suit / proceedings filed by the Bank against any third party for the recovery of its losses under this Letter of Set-Off / Facility;
 - (f) the police / other investigative authorities, for the purposes of their investigation into any crime (including any money laundering and terrorism financing activities) whether by the Depositor or otherwise;
 - (g) the police / other investigative authorities for the purposes of lodging of relevant reports by the Bank and investigation thereof, if the Bank is of the view that a crime has been committed / to prevent / recover any losses incurred by the Bank /for prevention of crime;
 - (h) any party who intend to acquire the Property through auction / sale / any party who intend to acquire the Bank's interests, assets and obligations under this Letter of Set-Off;

- (i) any party which in the future may express intention to acquire any interest / shareholding in the Bank pursuant to any proposed arrangement, composition, merger, acquisition / restructuring between the Bank and such parties; and/or
 - (j) external professional advisors of the Bank and AmBank Group (as defined in the Facility Agreement).
- 12.2 In the event any legal proceedings is initiated by the Bank against the Depositor under this Letter of Set-Off for the recovery of the Indebtedness, the Depositor provides consent to the Bank to disclose the details and information related to the Depositor and the cause papers related to the said legal proceedings to any credit reporting agency in Malaysia.
- 13. Any notice request or legal process shall be sufficiently served, given or made to the Depositor by sending the same by registered post addressed to the Depositor at the Depositor's address stated in Section 2 of the Schedule hereto (or such other address as may from time to time be notified by the Depositor and actually received by the Bank) and shall be taken to be given to the Depositor seven (7) calendar days from the date it is posted.

"Legal process" shall include all forms of originating process, pleadings, interlocutory applications of whatever nature, affidavits, orders and such other documents and notices as may be required to be given or served under any legislation or subsidiary legislation.
- 14. This Letter of Set-Off shall be binding upon the Depositor's heirs, personal representatives and/or successors in title and shall be enforceable by the Bank successors in title and assigns.
- 15. In the event that the Facility due or owing to the Bank shall at any time exceed the principal limit for which the Facility Agreement (and/or as the case may be the relevant Letter of Offer (as defined in the Facility Agreement)) is for the time being stamped, the Bank shall be at liberty at any time without prior notice to the Depositor to upstamp the Facility Agreement (and/or as the case may be the relevant Letter of Offer) at ad valorem duty for the excess amount, upon which the principal amount in respect of which additional stamp duty on an ad valorem basis is or shall be paid and endorsed on the Facility Agreement and/or the relevant Letters of Offer shall form part of the Facility and be secured by this Letter of Set-Off. Any such ad valorem stamp duty including any penalty incurred shall be borne by the Borrower and/or the Depositor.
- 16. IT IS AGREED AND DECLARED that the Letter of Offer, the Facility Agreement, this Letter of Set-Off and the Security Documents (as defined in the Facility Agreement) are instruments employed in one transaction to secure such principal amount as the ad valorem stamp duty paid and endorsed on the Facility Agreement (and/or as the case may be, the relevant Letter of Offer) together with interest within the meaning of Section 4(3) of the Stamp Act 1949 and for the purpose of the said Section, the Facility Agreement is deemed to be the principal instrument and this Letter of Set-Off is deemed to be the secondary instrument.
- 17. The Depositor is hereby reminded to seek and obtain its own independent legal advice.

REMINDER: The Depositor is hereby reminded to read and understand the terms and conditions of this Letter of Set-Off before signing below. In the event there are any terms and conditions in this Letter of Set-Off that the Depositor do not understand, the Depositor is hereby advised to discuss further with the Bank's authorised representative before signing below.

Signed by)
)
in the presence of:-)

The execution of this instrument by)
)
was duly effected in a manner authorised)
by its Constitution under its Seal which)
was hereunto duly affixed) [Director] [Director/Secretary]
in the presence of:-)

THE FIRST SCHEDULE

(To be read and construed as an essential part of this Assignment)

| SECTION | MATTER | PARTICULARS |
|----------------|---|---|
| 1. | The date and year of this Letter of Set Off | |
| 2. | Description of the Depositor | Name : NRIC/Company No. : Address : |
| 3. | Description of the Borrower | Name : NRIC/Company No. : Address : |
| 4. | <u>AmBank (M) Berhad</u> | <u>Business Address</u> <u>Email Address</u> |
| 5. | The date and year of the Facility Agreement | |