

## INVESTOR AGREEMENT

### 1. INTRODUCTION

- 1.1 This Agreement outlines the terms and conditions between you (“Investor” or “you”) and MICROLEAP PLT (“microLEAP” or “us” or “we” or “our”) which governs your participation as an Investor on this P2P Platform (“Platform”) facilitated by us.
- 1.2 It is important that you read and fully understand these terms and conditions carefully and if you do not agree to these terms, you must stop using this Platform immediately.
- 1.3 The Investor’s electronic acceptances, acknowledgements of this Agreement, or commencement of its use of this Platform constitute the Investor’s unconditional acceptance and agreement to be bound by terms and conditions in this Agreement, which shall take effect upon the Investor’s first transaction or registering and/or logging into the Platform, whichever is earlier.
- 1.4 Part of the purpose of this Agreement are to meet the legal requirements imposed on us under the relevant legislation and under the terms and conditions of the P2P registration approved by the Securities Commission and also to inform you of various processes in relation to the investment made by you through the Platform. We strongly advise you to keep a printed or electronically stored copy of this Agreement for your future reference.

### 2. INTERPRETATION

- 2.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings set out against them:

“Agents” means the associate, sister and holding companies of microLEAP and the directors, officers, agents, partners, and employees of microLEAP and its associate, sister and holding companies;

“Aggregate Offer to Invest” means the sum of all the Offers to Invest by Investors in response to a particular Investment Note that will be issued by the Issuer;

“Available Balance” means the funds transferred to microLEAP Trust Account in order to facilitate any investments into an Investment Note;

“Business Day” means a day when the banks in Kuala Lumpur are open for business and shall exclude Saturdays, Sundays and public holidays;

“Commodities” means any shariah compliant commodities which shall be traded on the platform and may include such other commodity as may be mutually agreed by parties from time to time.

“Commodities Trading Platform provider” means any commodity trading agent appointed by microLEAP as the Investment Wakeel under a Wakalah Agreement where microLEAP utilizes its platform for the purposes of commodity trading; This could also mean the commodity trading platform provider in which microLEAP conducts the trading of commodities.

“Event of Default” means any of the events set out in Clause 12.1;

“Financing” means the amount of financing to be raised by the Issuer under the Platform and references to “Financing” shall include the amount of financing raised by the Issuer under the Platform, as the context shall prescribe, and shall include any part thereof;

“Force Majeure Event” means any of the events set out in Clause 13.1;

“Investment Note” means the note issued by the Issuer in consideration of the investment provided by the Investor upon the terms of the Issuer Agreement, Funding Contract and the Terms and Conditions of the Investment Note;

“Investor” means a person / entity that has access to the Platform who intends to fund or has funded Investment Notes on the Platform;

“Investor’s T&C” means the Terms & Conditions entered into or to be entered into by the Investor for purposes of facilitating provision of the Financing;

“Islamic Investment note” means Investment by way of Commodity Murabahah pursuant to the Master Commodity Murabahah Agreement made between the Investors, represented by microLEAP, and the Issuer

“Issuer” means the party seeking funding hosted on the Platform and who will issue the Investment Note;

“Issuer’s T&C” means the Terms & Conditions entered into or to be entered into by the Issuer for purposes of facilitating provision of the Financing;

“Material Adverse Change” means, in the absolute opinion of microLEAP, an adverse change relating to the Investment Note during the Offer Period as a result of any of the following:

- a) the discovery of a false or misleading statement in any disclosure document in relation to the Investment Note;
- b) the discovery of a material omission of information required to be included in the documents provided by the Issuer as part of the disclosure requirement to be hosted on the Platform;
- c) there is a material change or development in the circumstances relating to the Investment Note.

For avoidance of doubt, a Material Adverse Change also occurs when there is a change in the ability of the Issuer and/or Guarantor to perform its obligations under the Issuer Agreement as a result of an adverse change having occurred or will occur in any of the following events:

- a) the business, or condition (financial or otherwise) or operations or properties or prospects of the Issuer;
- b) the national or international socio-political, financial, monetary and/or economic conditions or currency exchange rates or exchange control regulations;

“Maturity Date” means the date on which the Investment Note ends and the full amount of the Investment Note will be due and payable to the Investor;

“microLEAP” means MICROLEAP PLT (Company No. LLP0016104-LGN), a company incorporated in Malaysia and having its registered address at WISMA PESAKA ANTAH, NO. 6, JALAN 13/6, 46200 PETALING JAYA, SELANGOR DARUL EHSAN;

“microLEAP Trust Account” shall have the meaning ascribed to it in Clause 7.1;

“Monthly Payment” means monthly payment of the Principal Amount and Interest accrued (for Conventional Investment Notes) or Sale Price (for Islamic Investment Notes) to the Investors during such period in accordance with the payment schedule specified in the Investment Note;

“Muwakkil” means the Muwakkil in its capacity as the principal of the wakil appointed for the

purposes specified in coinciding with the appointment.

“Note Type” means the pre-specified principal and interest payment structure for a Conventional Investment Note or pre-specified principal and profit payment structure for an Islamic Investment Note, and shall include “Monthly Instalment” and any other Note types which may be applicable from time to time;

“Offer to Invest” (“Offer” or “Offers”) means an offer submitted by an Investor over the Platform in response to an Investment Note, stating the Principal Amount that the Investor wishes to subscribe for the Investment Note and the interest rate or profit rate at which the Investor shall receive for providing the Principal Amount;

“Offer Period” means a period in number of days that the Investment Note is open for investment;

“P2P” means peer-to-peer financing regulated by SC under the regulatory framework introduced under the SC Guidelines;

“P2P Platform” means an electronic platform that facilitates directly or indirectly the application, issuance, execution, offering or any activities in whatsoever form related to a Financing or Financings under P2P;

“Parties” mean the Investor, Issuer and microLEAP, and each of them individually shall be a “Party” as the case may be;

“Platform” means P2P Platform operated by MICROLEAP PLT known as microLEAP;

“Principal Issue Amount” means the principal amount to be raised by the Issuer pursuant to the Investment Notes;

“Privacy Policy” means the Privacy and Data Protection Policy available on the Platform as from time to time amended, varied and supplemented;

“Purchase Price” in relation to any Purchase Transaction, means the purchase price payable by the Principal (through its agent) to the Commodity Trader for the purchase of the Commodities pursuant to the Purchase Transaction;

“Purchase Transaction” means the purchase of Commodities by the Principal (through its agent) from the Commodity Trader

“Apply to Raise Funds” shall mean the request by an Issuer for Investors to subscribe for an Investment Note issued by the Issuer; “Ringgit” or “RM” means Ringgit Malaysia, the lawful currency of Malaysia;

“Risk Disclosure Notice” means microLEAP Risk Disclosure Notice appended herein as Appendix 1;

“Sale Transaction” means the sale of Commodities by the Principal (through its agent) to the Commodity Trader;

“SC” means Securities Commission Malaysia or Suruhanjaya Sekuriti Malaysia of 3, Persiaran Bukit Kiara, Bukit Kiara, 50490 Kuala Lumpur;

“SC Guidelines” means the SC Guidelines on Recognized Markets SC-GL/6-2015 (R3-2019) revised 17 May 2019 pursuant whereof P2P financing is regulated;

“Selling Price” in relation to any Sale Transaction, means the selling price payable to the Principal (through its agent) from the Commodity Trader for the purchase of the Commodities pursuant to the Sale Transaction

“Services” means the services rendered by microLEAP in hosting the Platform, including arranging and matching of Principal Amount, arranging and facilitating the payment of the Financing to the Issuer and the payment of the total Financing or Sale price to the Investor;

“Shariah” means Principles, ruling and parameters in Islamic law as determined and/or ascertained and/or stated, as the case may be, by (i) the Shariah Advisory Council of Securities Commission and Bank Negara Malaysia (ii) the parties’ respective Shariah Committee/Supervisory Board and ; whether such Shariah principles are determined and/or ascertained and/or stated in the form of any regulations, guidelines, ruling and other such form as the case may be; and in the event of conflict between (i) and (ii) above, the Shariah principles as determined and/or ascertained and/or stated by the Shariah Advisory Council of Securities Commission and Bank Negara Malaysia shall prevail.

“SSM” means Suruhanjaya Syarikat Malaysia (Companies Commission of Malaysia) of Menara SSM, No. 7 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50623 Kuala Lumpur;

“Terms & Conditions” means the terms and conditions available on the Platform as from time to time amended, varied and supplemented by microLEAP at its absolute discretion;

“Wakalah” means a contract where a party, as principal (muwakkil) authorizes another party as his agent (wakil) to perform a particular task on matters that may be delegated, with or without imposition of a fee.

“Wakil” means the Wakil in its capacity as agent for and on behalf of the Muwakkil pursuant to its appointment

- 2.2 Any reference in this Agreement to "**Clauses**" is to the clauses of this Agreement.
- 2.3 The headings to the Clauses are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 2.4 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa; references to persons shall be construed as including bodies corporate and vice versa and words denoting any gender shall include all genders.
- 2.5 Any reference to a statutory provision shall include such provision as from time to time modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any transactions entered into hereunder.
- 2.6 The expressions “Issuer”, “Investor” and “microLEAP” shall include their respective successors and assigns.

### **3. ACCESS TO THE PLATFORM**

- 3.1 In order to join as an Investor under the Platform, you must do the following: -
  - (a) accept the Terms & Conditions;
  - (b) accept the Investor Agreement; and
  - (c) satisfactorily complete the information required by us which may need you to provide certain personal information about yourself for us to verify your eligibility.

Notwithstanding the above, the decision whether to approve you as an Investor under the Platform is microLEAP’s sole discretion and the decision may be made by us for any reason or at no reason. We shall not be liable to you for any direct or indirect losses (including but not limited to loss of profits, business or opportunities), damages or costs arising from our decision not to authorise or permit you to be an Investor on the Platform.

3.2 The following are the criteria for an Investor to be eligible to be hosted on the Platform:

3.2.1 The Investor must be any of the following:

- (a) a sophisticated investor or an angel investor as defined in the SC Guideline;
- (b) retail investor.

We advise and strongly encourage that a retail investor's aggregate investments on any P2P Platform shall not account for more than a maximum amount of Ringgit Malaysia Fifty Thousand (RM50,000.00) only at any period of time.

3.2.2 The Issuer must be any of the following before it is permitted to be hosted on the Platform:

- (a) sole proprietorship;
- (b) partnership, including a limited liability partnership;
- (c) private limited company; or
- (d) public company that is not listed in any stock exchange.

3.2.3 For the avoidance of doubt, the following types of entities are not allowed to be hosted on the Platform:

- (a) public listed companies and their subsidiaries;
- (b) commercially or financially complex structures such as investment fund companies or financial institutions;
- (c) companies with no specific business plan or companies whose business plans are to merge or acquire an unidentified entity (blind pool);
- (d) companies that propose to use the Financing to provide loans or make investment in other entities; or
- (e) any other type of entity specified by the SC.

Provided that microLEAP shall be entitled from time to time to amend any or all of the abovementioned criteria at its sole discretion, by a general notice via the Platform or via a notice specifically addressed to the Investor or Issuer.

3.3 The Investor shall furnish microLEAP with information to show evidence that it fulfils the criteria set out in Clause 3.2.1. microLEAP may also at any time require the Investor to file a declaration confirming its compliance with the restriction in the limit of its investments as set out in Clause 3.2.1;

3.4 microLEAP shall have the right from time to time to authenticate the identity of the Investor and persons authorised to act on its behalf, including without limitation, requesting for evidence authorising such person to act on the Investor's behalf and any other information and documents not described herein. The Investor shall not be admitted to the Platform unless microLEAP is in its sole discretion satisfied with the relevant identification documents.

3.5 The Investor shall provide a valid email address, username and password (which is necessary for the Investor to gain access to the Platform). The email address, username and password belong exclusively to the Investor and are not transferable. The Investor shall keep the email address, username and password confidential and secure at all times. The Investor shall be solely responsible for all information and activity on the Platform so long as access is by way of

using the Investor's email address or username or password. In particular, the Investor shall be responsible for the use of the Platform by its employee, sub-contractor, agent or other authorised persons. The Investor hereby agrees that the Investor shall not hold microLEAP liable for any losses and/or damages incurred from unauthorised access into the Platform. microLEAP reserves the right to terminate, suspend or restrict the access of the Investor to the Platform and to cease acting on the Investor's instructions, if microLEAP reasonably suspects that the person logged onto the Platform using the Investor's email address, username and password is not the Investor or an authorised person of the Investor or where microLEAP suspects that the access to the Platform account is for illegal, fraudulent or unauthorised uses. Any breach of security, loss, theft or unauthorised use of the Investor's email address, username and password or any security information must be notified to microLEAP immediately.

- 3.6 Upon acceptance for access to the Platform, the Investor agrees not to adapt or circumvent the systems in place in connection with the Platform, nor access the Platform other than through the ordinary use of it.
- 3.7 Upon acceptance for access to the Platform, the Investor agrees that microLEAP, as the owner and operator of the Platform, may collect, use and disclose the information it collects in accordance with the purposes and uses identified in the Privacy Policy. If the Investor has provided microLEAP with an email address, the Investor hereby consents to receive, from time to time, email messages from and through microLEAP, including information about products and services of microLEAP and its Group of Companies.
- 3.8 Upon acceptance as a user on the Platform, the Investor shall be entitled to enjoy, for the duration of this Agreement, the services, subject to any addition, modification or termination of the services whether specifically or only in relation to the Investor, from time to time, at the sole discretion of microLEAP without prior notice to the Investor.

#### **4. THE PLATFORM**

- 4.1 As a user of the Platform, the Investor shall be able to participate in the funding of Investment Notes submitted by Issuers, by submitting Offers to Invest. Such Offers should include such details as shall be specified in the form for the Offer including but not limited to the Principal Amount the Investor desires to offer to subscribe for the Investment Note.
- 4.1 The Investment Note shall include the following details:
  - 4.1.1 the details of the Issuer;
  - 4.1.2 the Principal Amount required by the Issuer;
  - 4.1.3 the tenor of the Investment Note; and
  - 4.1.4 the Interest Rate for Conventional Investment Notes or the Profit Rate for Islamic Investment Notes.
- 4.2 The Platform will request, amongst other information, the following:
  - 4.2.1 information that explains the key characteristics of the business of the Issuer;
  - 4.2.2 information that explains the purpose of the Financing and the targeted amount to be financed;
  - 4.2.3 information relating to the business plan of the Issuer;
  - 4.2.4 information relating to the Issuer's intention to seek funding from any other P2P platforms concurrently;

- 4.2.5 financial statements of the Issuer;
  - 4.2.6 information by the Issuer's management where the applicant is newly established but more than six (6) months;
  - 4.2.7 For the avoidance of doubt, microLEAP will to its best of its knowledge, conduct reasonable searches and activities to verify the accuracy of the information provided by the Investor and Issuer for the use of this Platform, however, the Issuer shall be solely liable for any inaccuracies of the information provided and mentioned above. The Issuer's information and status which is contained on the Platform is provided by the Issuer and microLEAP shall not be liable for any losses or damages incurred by the Investor due to the Investor's reliance on such information.
- 4.3 microLEAP has a risk scoring mechanism and methodology to rank the risks of each Investment Note, and the final risk scoring for purchase of the Investment Note is available on the Platform to the Investor. For the avoidance of doubt, the risk scoring is only for the Investor's reference only and microLEAP shall not be liable for any losses and/or damages incurred by the Investor due to the Investor's reliance on the risk scoring.
- 4.4 Upon posting of an Investment Note, the Investor shall have up to expiry of the Offer Period (or such other period as may from time to time be notified on the Platform) from the date of posting to make its Offer to Invest. An Offer successfully submitted by an Investor in respect of an Investment Note will be available for acceptance by the Issuer during the Offer Period where it is for an amount lower than or equal to the amount requested.
- 4.5 The Investor hereby irrevocably and unconditionally consents and authorises that microLEAP may from time to time do the following:
- 4.5.1 allocate investments that will, amongst others, rank, select and accept on behalf of the Issuer the earliest Offers to Invest submitted;
  - 4.5.2 assign a single interest rate or profit rate to all selected Offers to Invest;
- 4.6 The Investor shall unconditionally accept and be bound by the results of the investment allocation. The Investor acknowledges and agrees that microLEAP retains sole and absolute discretion over the investment allocation and may change, amend or vary such process without prior notice to the Investor.
- 4.7 An Investment Note shall be considered as provisionally accepted and successfully funded where all the following conditions are satisfied:
- 4.7.1 the Aggregated Offers to Invest amounts to at least eighty (80%) percent (or such other percentage as may from time to time be prescribed by microLEAP) of the Investment Note by the end of the funding period; and
  - 4.7.2 the total amount of the Offers selected and successfully matched with the Investment Note shall not exceed the amount requested for in the Investment Note.
- 4.8 The Issuer shall irrevocably and unconditionally accept each and every investment in relation to its Investment Note within two (2) Business Days from microLEAP's notification failing which the Issuer will be automatically deemed to have irrevocably and unconditionally accepted each and every investment and will be bound by the Funding Contract. The Investor agrees that it shall be bound by the terms of the Investment Note executed in this manner.
- 4.9 The Investor agrees to be bound by the Terms and Conditions of the Investment Note issued by the Issuer.

4.10 The Investor agrees that the Investment Note issued by an Issuer shall not be subsequently sold, assigned or transferred to any person until such time that Secondary Note Trading is permissible on the platform.

## 5. CONDITIONS PRECEDENT

5.1 The Financing shall only become available to the Issuer when microLEAP has received all the necessary documents and evidence, in each case in form and substance acceptable to microLEAP, and all other conditions set out herein have been fulfilled to microLEAP's satisfaction, and subject to the provisions of this Agreement.

5.2 The Issuer's Investment Note has been successfully funded.

5.3 microLEAP shall have received the following, in form and substance acceptable to microLEAP:

5.3.1 where applicable, company information from myData-SSM or other reliable source, or if there is insufficient company information from a reliable source then constitutive documents that have similar legal effect each certified as true and correct by an authorised signatory;

5.3.2 full name and identity card numbers or passport numbers of the persons authorised of the Issuer and/or Investor;

5.3.3 the approvals, consents and/or authorisations for the Issuer to accept the Financing, if required;

5.4 microLEAP shall have received such relevant application fees and charges relating to the Financing and this Agreement;

5.5 microLEAP shall have received the results of bankruptcy and insolvency searches conducted on the Issuer, and if results of the said searches have not been obtained, a statutory declaration shall be made by the director of the Issuer confirming that the Issuer is not wound up or bankrupt nor are there any winding-up or bankruptcy proceeding(s) pending against them, as the case may be, and that the Issuer, if applicable, are going concerns;

5.6 microLEAP shall have received the results of bankruptcy searches conducted, where applicable, on each of the director of the Issuer, and if results of the said searches have not been obtained, a statutory declaration shall be made by each director of the Issuer, if applicable, confirming that each of them is not, and has not been declared a bankrupt nor are there any bankruptcy proceeding(s) pending against them;

5.7 microLEAP shall have received all the details in writing from the relevant solicitors in relation to all the civil and/or criminal proceedings commenced against the Investor and Issuer from the Investor's and Issuer's solicitors OR a statutory declaration shall be made by each director of the Investor and Issuer confirming that there are no any civil and/or criminal proceedings commenced against them;

5.8 microLEAP is satisfied that no Event of Default has occurred or is threatened;

5.9 microLEAP is satisfied that no extraordinary circumstances, governmental action or any Material Adverse Change has occurred which in the sole opinion of microLEAP prejudices the ability of the Investor or Issuer to observe and perform the covenants and obligations on its part to be performed under this Agreement and the Issuer Agreement;

5.10 microLEAP is satisfied that none of the representations and warranties as set out in this Agreement and the Issuer Agreement is incorrect or misleading;

5.11 This Agreement and the Issuer Agreement have been executed and perfected to the satisfaction of microLEAP.

5.12 microLEAP is satisfied that this Agreement and the Issuer Agreement have been duly stamped (if applicable), presented and registered (if applicable) at the relevant authorities and/or

registry;

- 5.13 microLEAP is satisfied that the Investor and Issuer shall have complied with all standard conditions as shall be deemed relevant by microLEAP for a Financing of this nature;
- 5.14 The Investor and Issuer shall have paid all fees (including, if applicable, financing fees, legal fees, stamp duties, charges and other transaction costs and expenses) which are due and payable to microLEAP and its advisors in respect of the Financing; and
- 5.15 The Investor and Issuer shall have furnished to microLEAP details of a valid bank account maintained with a licensed financial institution to facilitate the payment and payments of Principal Amounts.

## **6. WAIVER OF CONDITIONS PRECEDENT**

- 6.1 The conditions precedent set out herein may only be waived by microLEAP in whole or in part with or without terms or conditions PROVIDED ALWAYS THAT the discretion of microLEAP to waive or defer the fulfilment of any of the terms and conditions set out herein shall not prejudice the right of microLEAP to assert such terms and conditions in whole or in part in respect of subsequent utilisation of any of the Financing or prejudice the interests of, or diminish or impair the rights, powers of remedies of microLEAP under this Agreement or the Issuer Agreement or the security document and neither shall it preclude microLEAP from insisting compliance of any waived conditions subsequently.

## **7. ARRANGEMENT FOR THE ISSUE OF THE INVESTMENT NOTE**

- 7.1 To facilitate receipt and payment of funds raised in relation to a hosting on the Platform, microLEAP will maintain a trust account or accounts ("microLEAP Trust Account") for Conventional Investment Notes and for Islamic Investment Notes whereby conventional funds and Islamic funds are segregated with such duly licensed financial institution or institutions as microLEAP shall in its sole discretion determine. Investors are to transfer into the microLEAP Trust Account funds for their Available Balance before submitting any Offer to Invest.
- 7.2 The Investor hereby irrevocably and unconditionally agrees that microLEAP shall have sole and absolute power and right to appoint any trustee or custodian to manage the monies in the microLEAP Trust Account ("Trustee") and for the avoidance of doubt, no consent, approval, permission and/or notification is needed from or to the Investor for the appointment, replacement and/or termination of the Trustee.
- 7.3 The Investor hereby further irrevocably and unconditionally agrees that microLEAP shall have sole and absolute power and right to negotiate the terms and conditions for any agreement made, entered into and/or executed by microLEAP and the Trustee and the Investor and for the avoidance of doubt, no consent, approval, permission and/or notification is needed from or to the Investor for the negotiation, execution, amendment and/or termination of any agreement made between microLEAP and the Trustee.
- 7.4 In consideration of the Services provided, the Investor hereby irrevocably and unconditionally agreed that microLEAP is entitled and authorised to deduct the arrangement fee of up to 2% of the principal amount for each investment (or at such other rate as from time to time notified by microLEAP on the Platform) and shall be paid on the first monthly payment.
- 7.5 The Investor hereby further irrevocably and unconditionally agrees to the appointment of microLEAP as an Investment Wakeel for the purposes of facilitating the purchase and sale of commodities for Islamic Investment Notes. microLEAP will act on behalf of the Investor and shall have the right to execute the purchase and sale of certain commodities and to negotiate the terms and conditions for any agreement made, entered into and/or executed by

microLEAP and the Commodities Broker and the Investor and for the avoidance of doubt, no consent, approval, permission and/or notification is needed from or to the Investor for the negotiation, execution, amendment and/or termination of any agreement made between microLEAP and the Commodities Broker.

- 7.6 The Investor hereby irrevocably and unconditionally authorises microLEAP to set-off and deduct the arrangement fee stated in Clause 7.4 herein from the first monthly payment of the Financing received from the Issuer and disbursed only the net amount thereof to the Investor. Provided that should the proceeds received from the Issuer be insufficient to set-off and deduct the said arrangement fee, the outstanding amount of the arrangement fee not set-off shall be deemed to be a debt owing by the Investor to microLEAP and the Investor shall within two (2) days upon receipt of the demand from microLEAP, pay such outstanding amount of the arrangement fee to microLEAP.
- 7.7 For the monthly payment amount as set in the Funding Contract, microLEAP shall be irrevocably and unconditionally authorised by the Issuer to:
- 7.7.1 deduct from any monies held by microLEAP on behalf of the Issuer, whether under trust or escrow, without prior notice to the Issuer, to pay any payments due to any Investor or microLEAP; and
- 7.7.2 instruct the Investor or any other third person proposing to make any payment to the Issuer to make such payment directly to microLEAP.
- For avoidance of doubt, monies held by microLEAP in the trust account shall only be withdrawn or dealt with solely for payment to person(s) entitled thereto unless instructed otherwise by SC or some other relevant authorities as provided under the written law.
- 7.8 In the event the Issuer fails to pay in full any instalment on the due date of payment or any other monies in accordance with the payment schedule specified in the Investment Note, or fails to fully pay up the Principal Amount and/or any other monies due upon the Maturity Date, the Investor irrevocably and unconditionally authorises microLEAP and microLEAP shall have the right to:
- 7.8.1 arrange with the Issuer, either by itself or through an agent acting on its behalf, for collection and payment of all monies owing by the Issuer under the Investment Note and the Issuer Agreement;
- 7.8.2 treat the whole account of the Issuer as delinquent, and impose such overdue and/or administrative charge as microLEAP may deem fit on the unpaid and overdue amounts (or such other amounts as microLEAP may prescribe from time to time) as at that date;
- 7.8.3 impose late payment charge on the unpaid, overdue and/or outstanding amounts after a seven (7) day grace period, at such rate as microLEAP may deem fit (or such other amount as may from time to time be prescribed by microLEAP), such late payment charge to be calculated and accrued on a daily basis;
- 7.8.4 report such default in payment to the third-party credit bureaus;
- 7.8.5 appoint such person (including but not limited to third party professional debt collection agency and/or legal firms) to collect from and/or institute proceedings against the Issuer for all monies owing and unpaid by the Issuer. The debt owing under the Investment Note may be assigned by the Investor to microLEAP or a company appointed by microLEAP; and

- 7.8.6 undertake such action as may from time to time be authorised by the Investor.
- 7.9 microLEAP may, at any time, in its absolute discretion, at the cost and expense of the Issuer, restructure the terms for payment any monies owing under the Investment Note in any manner it deems fit, including seeking security or additional security to secure all monies owing.
- 7.10 The Investor shall, unless with the prior written consent of microLEAP, not be at liberty to directly or indirectly contact the Issuer for any purpose whatsoever.
- 7.11 The Investor further irrevocably and unconditionally authorises microLEAP to, at the absolute discretion of microLEAP, commence legal proceedings on behalf of the Investor against the Issuer to recover any amount due under the Investment Note; and
- 7.12 For avoidance of doubt, the Investor hereby irrevocably and unconditionally authorises and appoints microLEAP to act, at the absolute discretion of microLEAP, in any manner microLEAP deems fit including agreeing with the Issuer and/or security party (where relevant) to any settlement or restructuring of the financing in connection with recovery of any outstanding and overdue monies owing by the Issuer under the Funding Contract and the Issuer Agreement, including instituting legal proceedings on behalf of the Investor to recover the said monies.
- 7.13 All costs and expenses incurred in connection with recovery action mentioned in Clause 7.12, including legal proceedings shall be fully borne by all Investors investing in the affected Investment Note. The Investor irrevocably and unconditionally agrees that while costs may be incurred in connection with efforts to recover the Principal Amount, there is no assurance that such efforts may be successful in recovering any amounts due under the Funding Contract. The Investor further irrevocably and unconditionally agrees that it shall on demand pay to microLEAP any amounts due to microLEAP under this Agreement including costs of recovery, at the rates from time to time notified on the Platform or specifically to the Investor.
- 7.14 To aid recovery of the said monies, the Investor hereby irrevocably and unconditionally agrees to microLEAP assigning the Investment Note to microLEAP or any third party selected by microLEAP, who may, in its sole and absolute discretion, sell the Investment Note or commence legal proceedings against the Issuer to recover such sums.
- 7.15 microLEAP shall be entitled to deduct any amount due and payable to microLEAP (either by the Investor or the Issuer) from any amounts recovered from the Issuer on behalf of an Investor, and thereafter to distribute the remaining proceeds rateably amongst the Investors, subject to the Investor having paid for costs and expenses incurred in connection with the recovery action in accordance with such instalments and payments due and owing to such Investor pursuant to the Investment Notes. Where there is more than one Investor subscribing to the Investment Note and there is insufficient proceeds to repay all Investors in full, microLEAP shall in its absolute discretion, allocate the net proceeds of recovery to the respective Investors in accordance to the proportion each Investor bear to the total Principal Amount, or to allocate the net proceeds using such other formula for distribution as microLEAP shall determine in its sole and absolute discretion.
- 7.16 microLEAP shall also be entitled to set off and deduct from any sums held by itself for the account of the Investor or Issuer any sums due to the Investor or Issuer respectively, or to microLEAP, without prior notice to the Investor or Issuer, as the case may be. microLEAP reserves the right to set off any monies due to microLEAP before setting off monies due to the Issuer and/or the Investor. microLEAP also reserves the right to determine whether to set off monies due to it from the Issuer or the Investor where the monies available is insufficient to

set off all monies due to microLEAP from both the Issuer and the Investor. For avoidance of doubt, the obligation of microLEAP under this Agreement and any other agreement to pay any sums due to the Investor or Issuer shall, at all times, be subject to such prior right of set off and deduction.

## **8 FUNDING CONTRACT**

- 8.1 The Funding Contract (comprising the key contract terms or the varied key contract terms, as the case may be) is a separate binding legal agreement directly between you and the Issuer. If there is a conflict between this Agreement and the Funding Contract, the Funding Contract shall prevail. The Funding Contract constitutes an “Investment Note” within the meaning of Chapter 14 of the Guidelines on Recognized Markets issued by the Securities Commission of Malaysia.
- 8.2 If you enter into a Funding Contract as an appointed representative or a partnership, company or other business, you shall be deemed to warrant that you are duly consented and authorised to act on its behalf. Breach of this requirement may result in legal action being taken against you personally.
- 8.3 The relationship between you and the Issuer shall be governed exclusively by the relevant Funding Contract. In this regard, you agree that in entering into the Funding Contract as aforesaid, you are deemed to have read, fully understood and irrevocably and unconditionally agreed to and accepted each and every term and condition in the Funding Contract. For the avoidance of doubt, we are not and will not be a party to the Funding Contract.
- 8.4 Each Financing will be valid and remain in full force for the period specified in the Funding Contract.
- 8.5 The Investor agrees that all notices and communications to be given to an Investor by the Issuer will be sent to us on that Investor’s behalf and that this is sufficient to identify the Investors for the purposes of the Funding Contracts. You further hereby expressly authorised us to accept all the notices and communications on your behalf.

## **9. COMMODITY MURABAHAH**

- 9.1 Islamic Investment notes by way of Commodity Murabahah are concluded pursuant to the Master Commodity Murabahah Agreement made between the Issuer and microLEAP as the Investment Wakeel of the Investor.
- 9.2 In executing the Master Commodity Murabahah Agreement, the Investor agrees to the appointment of microLEAP as the Investment Wakeel. The Investor's acceptance shall remain finalized upon conclusion of the Master Commodity Murabahah Agreement and no further changes can be made to the Master Commodity Murabahah Agreement unless otherwise initiated by microLEAP in exercising its capacity as Investment Wakeel.
- 9.3 As the investment wakeel, microLEAP shall be authorized to:
- i. Act as an agent for the purchasing of the Commodities at a Purchase Price and taking the beneficial delivery of the Commodities from the commodities trader.
  - ii. From time to time, purchase and sell certain commodities on a deferred payment and profit basis on the platform operated by the Investment Wakeel.
  - iii. Execute the sale on behalf of the Investor and the purchase on behalf of the Issuer in order for the Issuer to be able to purchase the Commodities at the Commodity Purchase Price.
  - iv. Act as an agent to the, principal; being the Investor, whereby the Principal has

delegated its rights and duties to microLEAP as the investment wakeel.

- 9.4 microLEAP may purchase and sell the Commodities to the Commodity Trader as it deems fit in the event the Principal fails to give any instructions regarding the purchasing of Commodities.
- 9.5 Each Party hereby unconditionally and irrevocably undertakes to indemnify the other Party and keep the other Party harmless from and against all and any actions, proceedings, claims, liabilities, losses, costs and expenses (including, without limitation, all costs and expenses incurred in disputing or defending any of the foregoing on a full indemnity basis, but other than those resulting from any fraud, wilful default or gross negligence of the other Party), which may be made or brought against the other Party or which the other Party may suffer or incur as a result of or in connection with the exercise or purported exercise by the other Party of the authorities, discretions and power granted by this Agreement.
- 9.6 There shall be no assigning or transferring any of the rights, benefits or obligations without prior written consent of the other.

## **10. SECURITY**

- 10.1 microLEAP shall be entitled to obtain security from the Issuer to secure the obligations of the Issuer under the Issuer Agreement and/or the Investment Note.
- 10.2 In any enforcement of the security, microLEAP shall be entitled to be repaid and indemnified out of the proceeds of any recovery under security and the Investor irrevocably and unconditionally agrees to indemnify microLEAP and its Agents (as security holder on behalf of all Investors), or any receiver and/or receiver and/or manager appointed by microLEAP (as the case may be) against all costs and expenses incurred by any of them in connection with the enforcement or preservation of rights under any security on a full and unlimited indemnity basis, together with default charges at such amount from the date that the relevant cost was incurred until full payment or discharge of such costs.
- 10.3 The Investor agrees that any security held by microLEAP in respect of an Investment Note shall generally operate to secure all monies due from the Issuer to all Investors on the Platform from time to time.

## **11. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 11.1 The Investor represents, warrants, undertakes and agrees as follows:
- 11.1.1 The Investor represents that it is an investor from only either of the following categories of investors:
- (a) a sophisticated investor as defined in the SC Guidelines;
  - (b) a retail investor as defined in the SC Guidelines
- In the event the Investor is a retail investor, it hereby declares that it has been encouraged not to be subscribed and shall not subscribe to an amount that is more than Ringgit Malaysia Fifty Thousand (RM50,000.00) only on any P2P Platform at any period of time;
- 11.1.2 the Investor is not and shall not be engaged in activities which may constitute money-laundering;
- 11.1.3 the Investor is familiar with the functions of and understands the risks in the mechanism of the Platform and in subscribing to an Investment Notes. The Investor represents that it understands the potential loss of some or all of amounts provided by the Investor in subscribing to any Investment Note on the Platform, acknowledges other risk factors and

agrees that it shall be solely liable for all risks and shall not hold microLEAP liable for any loss or damage in whatsoever nature suffered by the Investor as a result of subscribing to any Investment Note on the Platform;

- 11.1.4 the Investor acknowledges and represents that all monies to fund an Investment Note will be transferred into the microLEAP Trust Account and Available Balance prior to submitting an Offer to Invest. The Investor understands and acknowledges that no leverage or assistance shall be extended by microLEAP to the Investor to fund any Offer;
  - 11.1.5 after a period of twenty-four (24) hours after an Offer to Invest is made, the Offer shall be irrevocable. The acceptance of any Offer through the Platform shall not constitute any legal obligation on the part of microLEAP to process the Offer and such Offer may be withdrawn or terminated by microLEAP in its sole and absolute discretion at any time without prior notice to the Investor;
  - 11.1.6 the Investor shall not act in any manner that constitutes a breach of any term of this Agreement, the Terms and Conditions and the Privacy Policy.
- 11.2 The Investor further undertakes and warrants to microLEAP as follows:
- 11.2.1 all information and documents provided by the Investor and/or submitted to microLEAP represent the true state of affairs of the Investor or are true, accurate and complete and is not false or misleading or contain any material omission;
  - 11.2.2 the Investor has the power and authority to enter into and perform its obligations under this Agreement and that this Agreement shall constitute valid and legally binding obligations enforceable against the Investor in accordance with the terms herein;
  - 11.2.3 all actions, conditions and things required to be taken, fulfilled and done (including obtaining any necessary consent), in order (i) to enable the Investor lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
  - 11.2.4 the execution and delivery of, and the performance by it of its obligations under this Agreement do not:
    - (a) infringe, or constitute a default under, any instrument, contract, document or agreement to which it is a party or by which it or its assets are bound; or
    - (b) result in a breach of any law, rule, regulation, ordinance, order, judgement or decree of or undertaking to any court, government body, statutory authority or regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council) to which it is a party or by which it or its assets are bound, whether in Malaysia or elsewhere; and
  - 11.2.5 no litigation, arbitration or administrative proceedings are taking place, pending or, to the Investor's knowledge, threatened against it, any of its directors or any of its assets, which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or conditions, or its ability to perform its obligations under this Agreement.
- Additional clause:
- 11.2.6 With regards to Islamic Investment Notes, the Investor further represents, warrants, undertakes and agrees to the following:
    - (a) That Investor irrevocably agree that they have understood and accepted the

Shariah compliant nature to which they are party to such transaction

(b) They shall not claim any of its obligation under the agreements is ultra vires or not compliant with the principles of Shariah

(c) They shall not take any steps or bring any proceedings in any forum to challenge the Shariah compliance of the agreements to which they are party to it

(d) None of their obligations under the agreements shall be diminished, impaired, invalidated or otherwise adversely affected by any findings, declaration, pronouncement, order of judgement of any court, tribunal or other body

## **12. EVENT OF DEFAULT**

12.1 microLEAP reserves the right to restrict, temporarily or permanently suspend or terminate the Services, at any time, without incurring liability of whatsoever nature to the Investor, if any of the following events occur:

12.1.1 the Investor fails to make any payment to microLEAP when due, whether under this Agreement or for the Platform or Services;

12.1.2 any representation or warranty made by the Investor under this Agreement or through the Platform or Services is incomplete, untrue, incorrect or misleading;

12.1.3 the Investor has breached the terms of this Agreement, the Privacy Policy or the Terms and Conditions or a breach is reasonably suspected by microLEAP to occur to any term of this Agreement or Terms and Conditions to the Investment Note, any security documents or the Privacy Policy;

12.1.4 the Investor or any of its directors or shareholders, as the case maybe, is charged in any court of law with any criminal offence or is reasonably suspected by microLEAP of having committed any criminal offence;

12.1.5 the Investor uses the Platform in a manner detrimental to microLEAP or to disrupt use of the Platform by other users;

12.1.6 any indebtedness of the Investor or (if applicable) any of the subsidiaries or associate companies or parent company of the Investor becomes due or capable of being declared due before its stated maturity, any guarantee or similar obligation of the Investor or (if applicable) any of the subsidiaries or associate companies or parent company of the Investor is not discharged at maturity or when called or the investor or (if applicable) any of the subsidiaries or associate companies or parent company of the Investor goes into default under, or commits a breach of, any instrument or agreement relating to any such indebtedness, guarantee or other obligation or when the security of such indebtedness becomes enforceable.

12.2 Provided that there is no Investment Note currently in force between the Investor and an Issuer and provided that there are no outstanding fees, costs or expenses to be paid to microLEAP or any Issuer, the Investor may terminate this Agreement with fourteen (14) days prior written notice to microLEAP.

12.3 Upon termination of this Agreement, microLEAP shall credit into the bank account provided by the Investor any funds left in the microLEAP Trust Account and Available Balance that belongs to the Investor.

12.4 Should we find that the Issuer is involved in money-laundering / terrorism financing or other unlawful activities during on-going Due Diligence, the Investor irrevocably and unconditionally

agrees that microLEAP shall be, in its sole discretion, at any time, entitled to, by notice in writing to the Issuer, bring forward the date for payment of the outstanding funding amount in its entirety to such date as microLEAP may specify in the notice, including the requirement of immediate payment of the entirety of the outstanding funding amount.

### **13. FORCE MAJEURE**

13.1 microLEAP shall not be in breach of this Agreement, nor liable for any failure or delay in the performance of any other obligations under this Agreement arising from or attributable to acts, events, omissions, accidents beyond its reasonable control, including but not limited to any of the following:

13.1.1 Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;

13.1.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

13.1.3 terrorist attack, civil war, civil commotions or riots;

13.1.4 nuclear, chemical or biological contamination or sonic boom;

13.1.5 fire, explosion or accidental damage;

13.1.6 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;

13.1.7 interruption or failure of utility service, including but not limited to electric power, gas or water;

13.1.8 any labour disputes, including but not limited to strikes, industrial action or lockouts;

13.1.9 any interruption to the Platform or Services outside the reasonable control of microLEAP; and/or

13.1.10 acts of any government or authority including but not limited to cancellation of the approval or license granted to microLEAP in relation to providing the Services on the Platform.

13.2 In the event that any delay or non-performance as a result of a Force Majeure Event continues for a period for more than one hundred and twenty (120) days, microLEAP shall have the right to terminate this Agreement by giving the Investor and Issuer fourteen (14) days' notice in writing prior to such termination without affecting any rights accrued prior to such termination.

### **14. INTELLECTUAL PROPERTY RIGHTS**

14.1 The names, images and logos (“Marks”) identifying microLEAP or third parties and their products and services are subject to copyright, design rights and trademarks of microLEAP and/or third parties, and all rights to the Marks are expressly reserved by microLEAP or the relevant third parties. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of microLEAP or any other third party, without the prior written consent of microLEAP or such third party. The name of microLEAP or any other Marks shall not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of microLEAP.

14.2 microLEAP and its affiliates and licensors own and retain all right, title and interest in and to (a) the Platform; (b) all hardware, software, and other items used to provide the Services; and (c)

all materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Platform, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by microLEAP, the Investor shall not copy, modify, publish, transmit, distribute, perform, display or sell any of microLEAP's proprietary information. The Investor shall also not decompile, reverse engineer or otherwise attempt to discover the source code of any content available on the Platform except under the specific circumstances expressly permitted by law or microLEAP in writing.

- 14.3 By submitting, posting or displaying content on or through the Platform, the Investor grants to microLEAP a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Platform for the purpose of displaying, distributing and promoting the Platform or any other of the Services. The Investor further unconditionally grants to microLEAP an irrevocable non-exclusive license to use such content submitted, posted or displayed, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of the Services. microLEAP reserves the right to retain an archival record of all such content including those deleted or removed by the Investor.
- 14.4 In the event that the Investor downloads any software, applications or script from the Platform, the software applications or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to the Investor by microLEAP on a non-exclusive, non-transferable, and non-sublicensable basis for the sole purpose only of utilizing the Services in accordance with this Agreement, the Privacy and the Data Protection Policy. For the avoidance of doubt, microLEAP does not transfer title ownership or any other rights to the Software to the Investor. The Investor shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at the Investor's own risk.

## 15. DISCLAIMERS

- 15.1 The Investor acknowledges that microLEAP's role is to operate the Platform whereby parties who require financing via Investment Notes can be matched with parties who are prepared to provide the financing via investments into these Investment Notes. Save as set out in this Agreement and the Issuer's Agreement, microLEAP will not perform any management or administrative functions on the Investor's behalf. microLEAP does not in any manner warrant that any Offer to Invest can or will be accepted, and/or that any or that any Issuer will perform the terms of the Investment Note in accordance with the terms thereof. microLEAP is not a party to any Investment Note.
- 15.2 The Investor understands and acknowledges that the funds placed by the Investors and the Issuer in the microLEAP Trust Account are monies of the Investors and the Issuer respectively, to be applied for purposes directed by the Investors and the Issuer respectively under the terms of the SC Guidelines.
- 15.3 The content and material available on the Platform are for information purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to raise funds, buy or sell investments, securities or any other financial services or banking product. The Investor shall not rely on any information contained in the Platform in making an investment, financing or other decision but shall obtain appropriate specific independent professional advice in connection therewith. Nothing contained in the Platform constitutes or should be construed to constitute investment, legal, tax, leverage financing, fund raising or

other advice. In particular, calculations that the Platform may provide in relation to the likely rate of return on Investment Notes successfully issued through the Platform are for guidance purposes only and shall not be regarded as guaranteed.

- 15.4 The Investor acknowledges that the use of the Platform and Services involves risks, including without limitation, the risk of the Platform discontinuing its services and the risk that Issuers will not repay in full the Principal Amount. microLEAP's obligation to make any payment on an Investment Note is wholly dependent upon an Issuer paying microLEAP on the corresponding Investment Note in which the Investor has invested. The risk of investing means that the Investor may lose all or any of their investment. The Investment Notes are not guaranteed or insured by any governmental agency, instrumentality or any third party. microLEAP shall not in any manner be responsible to the Investor for the conduct of the Issuer and shall not be liable if the Issuer takes any action (including but not limited to harassment of the Investor or its director or shareholders) or proceeding against the Investor.
- 15.5 microLEAP will use reasonable efforts to the best of its ability in the enforcement of legal rights on behalf of the Investor in the event that the Issuers do not repay their Investment Notes. The Investor acknowledges the risk in subscribing to Investment Notes over the Platform, and that microLEAP does not guarantee that all Investment Notes will be fully repaid, and all unpaid amounts can be fully recovered by microLEAP. The Investor acknowledges and irrevocably and unconditionally agrees that microLEAP shall not be liable in the event that any Issuer fails to fully repay its Investment Notes and/or microLEAP is unable to fully recover the unpaid amounts.
- 15.6 The credit scoring of each Issuer is based on information provided by the Issuer and credit information obtained from third-party credit bureaus. microLEAP does not edit the information provided by the Issuer or the third-party credit bureaus. microLEAP makes no representation or warranty as to the accuracy, reliability or validity of the data and information displayed on the Platform in relation to the Issuers, and as to whether such information is updated or error free.
- 15.7 The credit scoring for each Issuer is intended to be informative only and the Investor is to form its own opinion regarding the creditworthiness of an Issuer and undertake its own research, analysis, assessment of each Issuer for each Investment Note and, where appropriate, seek its own independent financial advice.
- 15.8 microLEAP accepts no responsibility and disclaims all liability for any information about an Issuer made available to the Investor or through the Platform or in respect of the credit scoring for each Issuer.
- 15.9 In making a decision to fund an Investment Note, the Investor must rely on its own evaluation of the Issuer, including but not limited to the merits and risks involved in the Investment Note. The information contained on the Platform shall in no way be construed to constitute a recommendation or an endorsement with respect to the Investment Note or the Issuers. microLEAP is in no way making a warranty or representation as to the Investors, the ability of Issuers to pay, and their credit risk, and microLEAP is in no way liable for the debts of Issuers. The Investor is offering and financing entirely at its own risk. The Investor retains complete control and discretion over whether or not to fund any Investment Note by any Issuer and on what terms and over all other aspects of its participation in the Platform and Investment Notes issued through it. Nothing microLEAP does and nothing on the Platform is intended to operate or be construed as advice or recommendation by microLEAP to enter into a particular Investment Note.

- 15.10 The Investor acknowledges and confirms that the Investor has carefully and diligently considered the risks involved in extending financing through the Platform and that the Investor's participation in any financing is entirely at their own risk. The Investor is deemed to have read and fully understood microLEAP's Risk Disclosure Notice (enclosed with this Agreement in Appendix 1) before investing.
- 15.11 microLEAP does not guarantee that there will be sufficient Offers to fully fund Investment Notes, or that there will be sufficient Issuers for the Investor to finance to.
- 15.12 The Platform is provided "AS IS" on an "IS AVAILABLE" basis without any representation or any kind of warranty whatsoever (whether expressed or implied by law). microLEAP expressly disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.
- 15.13 Without limiting the foregoing, microLEAP does not warrant that the Services, functions contained in or access to the Platform or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Platform or its contents are free of infection by computer viruses, and/or other harmful or corrupting code, programme, macro and such other unauthorized software, or that the download, installation or use of any Software or content of the Platform in or with any computer will not affect the functionality or performance of the Investor's computer. The Investor (and not microLEAP) shall assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in the computer or its devices. The Investor irrevocably and unconditionally agrees not to hold microLEAP liable for the loss of any of the content in its computer or its devices that is due to any circumstances beyond the control of microLEAP.
- 15.14 The Investor irrevocably and unconditionally agrees that microLEAP has no responsibility or liability for any deletion or failure to store any content maintained or posted by or through the Platform.
- 15.15 The Platform may contain links to other websites that are not maintained by microLEAP. Similarly, other websites may contain links to the Platform. microLEAP has no control over such sites and resources, and the Investor acknowledges and agrees that microLEAP is not responsible for the availability or contents of those websites and shall not be liable for any damages or injury in whatsoever nature arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to the Investor as a user of the Platform and does not imply microLEAP's endorsement of the linked website or association with their operators. microLEAP disclaims all responsibility and liability, direct or indirect, for any damage or loss (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at the Investor's own risk.
- 15.16 microLEAP take reasonable precautions to ensure that the systems are secure. However, information transmitted via the Platform will pass over public telecommunications networks. microLEAP accept no liability if communications sent via the Platform are intercepted by third parties or incorrectly delivered or not delivered.
- 15.17 Where microLEAP has, on behalf of the Investor, implemented or requested for security from an Issuer in respect of an Investment Note, the Investor acknowledges and accepts that the enforceability of such security shall be subject to the normal legal risks and limitations

associated with securities, and that microLEAP does not represent that it has ensured that any individual or legal entity providing such security has been independently advised on the impact of the provision of such security. The Investor further acknowledges that securities can be open to challenges in circumstances where the security party granting the security has been subject to undue pressure or influence or is a party to unconscionable conduct.

## 16. LIMITATION OF LIABILITY

16.1 microLEAP and its Agents shall not be liable for any direct, indirect, punitive, incidental, special, consequential damages, losses, expenses, liabilities under any causes of action or any damages whatsoever, including, without limitation, damages for loss of use or data, loss of opportunity, loss of goodwill, loss of profits (whether revenue or anticipated profits) or losses to third parties, arising out of or in any way connected with:

16.1.1 the use or performance of the Platform or Services;

16.1.2 the delay or inability to use the Platform or Services;

16.1.3 the provision of or failure to provide the Platform or Services;

16.1.4 any information, data, software, products, services and related graphics obtained through the Platform or Services;

16.1.5 any reliance on any statement, opinion, representation or information on the Platform or Services;

16.1.6 the inability of the Investor to fully fund any Investment Note through the Platform;

16.1.7 otherwise arising out of the use of this Platform or Services, whether based on contract, tort, strict liability or otherwise, except where such loss or damage arises from the breach of this Agreement by microLEAP or was caused by the negligence, wilful default or fraud by microLEAP.

16.2 The Parties agree to first pursue in good faith the mediation of any course of action against microLEAP arising out of the subject matter of this Agreement before resorting to legal proceeding at court in order to settle the matters amicably and the mediation fee shall be divided equally among the parties involved. In the event that mediation is not able to settle matters amicably, any legal proceeding at court thereon shall be at the expenses of the Investor/Issuer and all parties irrevocably and unconditionally agree that microLEAP's aggregate liability to the Investor and/or Issuer for any and all damages, losses and causes of action shall not exceed the total amount as shall be prescribed on the Platform.

16.3 Without prejudice to the other provisions herein, the Investor hereby agrees to fully indemnify and hold microLEAP and its Agents (collectively all called "**Indemnified Parties**"), harmless at all times against all actions, proceedings, costs, claims, expenses (including all legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever and howsoever arising, including without limitation claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses which the Indemnified Parties may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the access to and/or the use of the Platform or Services by the Investor, whether or not such access or use was authorised or whether it was due to any act or omission on its part, the breach of this Agreement by the Investor, the violation by the Investor of any rights of another person or entity or the breach by the Investor of any statutory requirement, duty or law.

## 17. NOTICES

17.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or the Platform or such other address as the recipient may designate by earlier notice given to the sender. Any such notice may be delivered personally or by normal, registered or electronic mail or text message or facsimile transmission, and shall be deemed to have been served if any personal delivery, at the time of delivery, if by mail, forty eight (48) hours after posting, if by electronic mail, at the time of receipt of delivery, if by text message, at the time of receipt of delivery, or if by facsimile, upon receipt of the confirmation copy of transmission.

## 18. GENERAL

18.1 **No Partnership.** Nothing in this Agreement shall constitute a Party as a partner of the other. Nothing in this Agreement is intended to constitute a Party as an agent of the other and except as otherwise expressly provided under this Agreement, no Party shall have any power or authority to act in the name or on behalf of or to incur or accept any liability or obligation binding upon the other Party except expressly provided under this Agreement and/or with the prior written consent of the other Party.

18.2 **Further Assurance.** Each Party shall execute such other documents, do such acts and things and take such further actions as may be reasonably required or desirable to give full effect to the provisions of this Agreement and the transactions hereunder and each Party shall use its best endeavours to procure that any necessary third party shall execute such documents, do such acts and things and take such further actions as may be reasonably required for giving full effect to the provisions of this Agreement and the transactions hereunder.

18.3 **Time of Essence.** Time shall be of the essence of this Agreement.

18.4 **Remedies.** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party hereto shall not constitute a waiver by such Party of the right to pursue other available remedies. No failure on the part of a Party hereto to exercise, and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of any right thereof or of the exercise of any other right.

18.5 **Release and Indulgence.** Any liability to any Party hereto may in whole or in part be released, compounded or compromised or time or indulgence given by that Party in that Party's absolute discretion as regards the other Party hereto under such liability without in any way prejudicing or affecting the first Party's rights against the second Party.

18.6 **Assignment.** Save as provided for in this Agreement, Investors shall not have the right to assign or transfer any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder.

18.7 **Successors Bound.** This Agreement shall be binding on and shall enure for the benefit of the successors in title and assigns of each of the parties hereto.

18.8 **Entire Agreement.** This Agreement and the documents referred to in this Agreement collectively constitutes the entire agreement agreed upon by the Parties as to the subject matter of the same and supersedes any previous agreement whether such be written or oral,

with respect to the subject matter hereof. Each Party hereby acknowledges that in entering into this Agreement it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.

- 18.9 **Amendment.** microLEAP reserves the right to supplement, vary or amend the terms of this Agreement from time to time immediately upon notification to the Investor. At the sole and absolute discretion of microLEAP, changes to this Agreement will be posted on the homepage of the Platform or specifically notified by microLEAP, and the “Last Updated” date at the top of this Agreement will be revised. It is the responsibility of the Investor to review this Agreement upon each access or use to ensure that they are aware of any changes made by microLEAP. The continued access or use of the Platform and/or the Services by the Investor after changes are posted constitutes its irrevocable and unconditional agreement to be legally bound by this Agreement as updated and/or amended and for such revised Agreement to apply to all current and past usage by the Investor of this Platform. In the event that the Investor does not agree to any of the changes, microLEAP is not obliged to continue providing the Investor with any Service, and the Investor must immediately stop using the Platform and Services.
- 18.10 **Survival on Termination.** All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement by any reason.
- 18.11 **Severance.** Notwithstanding that any provision of this Agreement or part thereof may prove to be illegal or unenforceable or void, the remaining provisions of this Agreement shall continue to be in full force and effect
- 18.12 **Law.** This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties hereto submit to the exclusive jurisdiction of the Malaysian Courts in respect of any dispute or matter arising out of or connected with this Agreement and/or the documents referred to herein.

#### 19. **OTHER VERSIONS OF THIS AGREEMENT**

- 19.1 This Agreement is written in English and may be accompanied by its translation in other language. The translation in other language is for reference purposes only and only the English version is intended to have legal effect.

#### **SIGNED BY**

You, as the Investor, by ticking the box confirm that you have read and fully understood the terms and conditions and irrevocably and unconditionally agree to be bound by all the terms of this Agreement.

## Appendix 1

### **Investor's Risk Disclosure Notice**

This Risk Disclosure Notice forms part of the Investor's Terms & Conditions.

microLEAP does not, expressly or impliedly, directly or indirectly, guarantee or make any representation or warranty concerning the completeness, adequacy or accuracy of this risk disclosures notice. This brief statement does not disclose all of the risks and other significant aspects of financing to businesses. You should, therefore, carefully study and consider the merits and demerits and take independent professional advice before becoming involved in financing transactions. You should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk, keeping in mind your financial resources.

#### **Assessment on suitability**

Before opening an account for you, microLEAP will on its absolute discretion make an assessment whether it is appropriate for you, and to warn you, on the basis of the information you provide to us, whether the services offered by us are appropriate for you. Any decision whether or not to open an account, and/or on whether or not you understand the risks, shall be fully rely on you and microLEAP shall not be held liable for any loss and/or damages in whatsoever nature incurred or suffered by you.

#### **No Advice**

microLEAP does not provide any advice related to financing decisions you make. Any factual information and information about transaction procedures, potential risks involved and how those risks may be minimised provided on the Platform is solely for reference only and shall not in any form constitute as advice from microLEAP, but any decisions made to fund shall be fully based on your own assessment of risk associated with the investment note you choose.

#### **Fees and Charges**

Our costs and charges will be provided to you or set out on our website. Please be aware of all costs and charges that apply to you or the Issuers because such costs and charges will affect your return on financing.

#### **Risk Disclosures**

The Issuers and financing that microLEAP may introduce you to, are private businesses. When considering investing in private companies, you must take into account the risks inherent in the transaction and the private businesses.

- From the information we provide to you or through the use of our website, you can provide funds to unlisted companies which may be a start-up or newly formed entities in the Micro, Small and Medium Enterprise (MSME) sector looking for funding to either support their operations or start a new project or in process of launching a new product. With no long successful history or track record, your investment note will be at a risk of losing significant value.
- Due to the nature of the investment the Investor will not be able to cancel his investment note twenty-four (24) hours after investing or ask for the return of his capital prior to the Maturity Date.
- Where you are considering financing to a sole proprietorship, partnership, including a limited liability partnership, private limited company or an unlisted public company, bear in mind the risk that the Issuer may not be able to meet its payment obligations.
- Finance to an Issuer may be unsecured. Therefore, in case of failure of the Issuer to repay debt, the Investor will rank equally with all other unsecured creditors. In the event any form of security is offered to the Investor for the investment note, Investors shall take sensible and reasonable steps to verify the enforceability of the security and to determine for themselves whether it provides adequate security, by seeking independent legal advice.
- Financing made to sole proprietorship, partnership, including a limited liability partnership, private limited company or an unlisted public company are not readily realisable like other investments in listed companies where a readily available secondary market exists for debt. Therefore, before making any financing decisions you should assess your future financial needs as you may not be able to find an immediate buyer for your investment note in unlisted companies.
- When extending financing to an Issuer, the Investor will have no control over the day to day operations of the Issuer.
- At the time of investing in any investment note you can review the terms of the Issuer Agreement, Terms and Conditions to the Investment Note and other related documents. We urge you to read these terms and conditions carefully and seek independent legal advice on their meaning and effect. We will not be liable to you for any failure by the Issuer to honour rights attached to the Financing.
- Investors should consider whether the Issuer's application sufficiently describes the various risks and conflicts of interest relating to the applicant business, the application and Issuer's operations. microLEAP have no ability to assess whether all such risks have been accurately described or disclosed and will not have any responsibility for any failure to do so. Before making any investment or financing decisions, you should fully assess the risks involved and should query any matters where you feel inadequate risk disclosures have been made.

## Warning

Prospective Investors should note that past performance should not be seen as an indication of future performance. The value of an investment note and the income from it can increase or decrease depending on a number of different factors and Investors may not get back the amount originally invested. Therefore, you should only make investment which you can afford to lose without having any significant impact on your overall financial position or commitments. Taxation levels, bases and reliefs may change if the law changes and independent advice should be sought. microLEAP shall not be liable for any legal, investment or tax issues in connection with any Financing you decide to make through the Platform, our website or from information we have provided to you.

**THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF THE PEER TO PEER (P2P) FINANCING MARKET. THIS NOTICE PROVIDES YOU WITH INFORMATION ABOUT THE RISKS ASSOCIATED WITH THE INVESTMENT, BUT IT CANNOT EXPLAIN ALL OF THE RISKS NOR HOW SUCH RISKS RELATE TO YOUR PERSONAL CIRCUMSTANCES. IF YOU ARE IN DOUBT, YOU SHOULD SEEK PROFESSIONAL ADVICE BEFORE INVESTING.**