CONTINUING AGREEMENT FOR NEGOTIATIONS/COLLECTIONS/ADVANCES
(Effective 15 January 2026)

In consideration of Citibank Berhad (Registration No. 199401011410 (297089-M)) ("**Citibank**"), in Citibank's sole and absolute discretion, agreeing to handle the drafts and/or documents as set out in the application or as otherwise requested by Applicant (the "**Application**"), Applicant unconditionally agrees with Citibank as follows:

1. Citibank's Responsibilities. In respect of any presentation, collection, special collection, purchase, discounting, or negotiation by Citibank of any drafts and/or documents, whether or not under a letter of credit ("**L/C**"):-

(a) Citibank will not have any responsibility, liability, or duty of care (expressed or implied) (i) for any non-conformity of the drafts and/or documents submitted under this Agreement or for the failure to identify or inform Applicant of any such non-conformity, (ii) to check conformity of any drafts and/or documents (whether against the L/C or other requirements);

(b) Citibank will not have, and will not be deemed to have assumed any responsibility, liability or duty of care (expressed or implied), nor shall any estoppel be raised by Applicant against Citibank, by virtue of Citibank (i) checking conformity of the draft and/or documents (against the L/C or other requirements), and/or (ii) submitting such draft and/or documents to the issuing or reimbursing bank; and

(c) Should the relevant issuing or reimbursing bank be of the opinion that any of the drafts and/or documents fail to conform to the relevant L/C or other requirements, and request Citibank to repay whatever sum it has paid Citibank, Citibank will not be concerned with the legitimacy of such request and be at liberty immediately or at any time thereafter to repay the same to it together with any applicable interest or other charges without further reference to Applicant.

2. Citibank's Obligations. All obligations of Citibank under this Agreement are the obligations of Citibank and shall not be construed as creating obligations on behalf of any Affiliate of Citibank or any other person.

3. Recourse to Payment.

(a) In respect of any presentation, collection, special collection, purchase, discounting or negotiation of the draft and/or documents by Citibank (whether or not under the L/C), irrespective of the terms of Applicant's instructions, Citibank will have recourse to Applicant for any payment which Citibank has made available to Applicant in connection with the drafts and/or the documents.

(b) In respect of any advance Citibank may have made available to Applicant in connection with any drafts, documents or L/C, Citibank will have recourse to Applicant for such advance, whether or not there are discrepancies in the documents submitted to Citibank under the LC.

(c) In respect of any advance Citibank made available to Applicant at Applicant's request in connection with any draft or L/C before Citibank has received the relevant proceeds, or any conditional payment Citibank made available to Applicant in connection with any draft or L/C prior to the acceptance of documents by the issuing/confirming bank, each such advance or conditional payment is a credit facility and Applicant will on demand repay to Citibank such amount with accrued interest thereon and all other sums due and owing in relation thereto.

4. Risks. All drafts and/or documents not payable at Citibank's office are sent to Citibank or by Citibank for transmission at Applicant's risk alone and in particular without responsibility on Citibank's part for any act, neglect, default, failure or insolvency of any correspondent, agent or sub-agent or for any loss or delay in the course of transmission. They may be transmitted by mail or any other means, be routed directly or circuitously through any of Citibank's branches, correspondents, Affiliates, agents, or sub-agents. Further, they may be transmitted to the drawee, maker or paying agent for payment in cash, credit or for acceptance or certification.

5. Amendment. Citibank is hereby authorized to accept any instructions given by Applicant to Citibank to amend on Applicant's behalf any discrepancies in Applicant's documents by using Applicant's company chop. Applicant will provide to Citibank such chop in advance, for Citibank's custody and use on Applicant's behalf. Citibank shall not be responsible or liable for any consequences arising from such amendments.

6. Presentment etc. Notwithstanding any provision in this Agreement, Applicant waives presentment, demand, protest and notice of dishonour of the draft and/or documents.

7. Agents. In the event Applicant designate a correspondent other than the one of Citibank's own selection Citibank will follow Applicant's instructions on the explicit understanding that Applicant assumes and confirms all acts of such correspondent of Applicant's own choice and agree to hold Citibank harmless from all consequences of Citibank following Applicant's instructions.

8. Right to Debit Account.

8.1 Citibank may (with prior written notice to Applicant, if such notice is required by law or applicable regulation) debit any loan or bank account or advance or credit facility of Applicant with Citibank for any monies payable by Applicant. Citibank may do so even if such debit might result in or increase a debit balance in a bank account of Applicant. Where prior notice to Applicant is required by law or applicable regulation prior to any debit, Citibank shall have a continuing right to earmark any monies standing the credit of any bank accounts maintained by Applicant with Citibank up to the amount payable by Applicant.

8.2 Where the loan or bank account, advance or credit facility is not in the currency of the monies payable, Citibank may convert the monies payable to the currency of the loan or bank account, advance or credit facility at a market rate determined by Citibank. Applicant must, to the extent permitted under applicable law or regulation, indemnify Citibank on a full indemnity basis from any cost, loss or liability incurred by Citibank as a result of such conversion.

9. Commissions, Fees, Charges and Expenses. Applicant will pay Citibank: -

(a) commissions, fees and other charges at such rates and times as Applicant and Citibank may agree in writing or, in the absence of such an agreement, in accordance with Citibank's commissions, fees and other charges then in effect, payable on demand; and

(b) on demand, all expenses which Citibank may pay or incur in connection with this Agreement.

10. Payments; Interest on Past Due Amounts; Computations.

10.1 All amounts due and owing by Applicant must be paid to Citibank at such address notified by Citibank to Applicant in writing or to such account as may be notified by Citibank from time to time. All amounts due and owing by Applicant must be paid without defence, set-off, cross-claim, or counterclaim of any kind, in the currency of the relevant amount due and in same day funds.

10.2 If Applicant fails to pay any amount payable by it under this Agreement on its due date ("**Unpaid Sum**"), interest will accrue on the Unpaid Sum from the due date to the date of actual payment (both before and after judgment) at the rate ("**default rate**") of 1% per annum (or such other default rate as may be advised by Citibank from time to time by way of written notice to Applicant) over the relevant rate of interest agreed between Citibank and Applicant in connection with that Unpaid Sum, or if no interest rate has been agreed between Citibank and Applicant, then over Citibank's Cost of Funds to fund the Unpaid Sum.

10.3 The default interest under Clause 10.2 above will be calculated by reference to successive interest periods ("**late interest period**"), each of a duration selected by Citibank from time to time. Any interest accruing under this Clause 10 must be immediately payable by Applicant on demand by Citibank.

10.4 Any interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each late interest period applicable to that Unpaid Sum but will remain immediately due and payable.

11. Additional Costs. If Citibank determines that any law or regulation or compliance with any guideline or request from any central bank or other fiscal, monetary, or other authority (whether or not having the force of law):-

(a) affects or would affect the amount of capital or reserves required or expected to be maintained by Citibank or any corporation controlling Citibank and Citibank determines that the amount of such capital or reserve is increased by or based upon the existence of the Application or this Agreement; and/or

(b) reduces or would reduce the rate of return on the overall capital of Citibank or any corporation controlling Citibank; and/or

(c) results or will result in Citibank or any corporation controlling Citibank making payment (except on account of tax on Citibank's or any corporation controlling Citibank overall net income) or foregoing any interest or other

return on or calculated by reference to the amount of any sum received or receivable by Citibank under this Agreement,

then Citibank may require Applicant to pay, and Applicant shall pay Citibank on demand from time to time additional amounts sufficient in Citibank's judgment to compensate for the increase, reduction, payment or foregone interest or other return.

12. Evidence. A statement or certification in writing signed by an officer of Citibank of a rate or amount due or owing under this Agreement as at any date or dates set out in such statement or certification will, unless there is manifest error, be conclusive and be final and binding on Applicant.

13. Taxes. All payments made to Citibank must made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges, or withholdings, and all related liabilities, excluding income and franchise taxes imposed by the jurisdiction of Citibank's head office (or the office handling the drafts and/or documents) or any of the political subdivisions of such jurisdiction (all non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being referred to as "**Taxes**"). If any Taxes are required by law to be deducted from or in respect of any sum payable under this Agreement by Applicant: -

(a) the sum payable must be increased as necessary so that after making all required deductions Citibank receives an amount equal to the sum Citibank would have received had no such deductions been required;

(b) Applicant will be responsible for payment of the amount to the relevant taxing authority;

(c) Applicant must indemnify Citibank on demand for any Taxes paid by Citibank and any loss, liability or cost (including penalties, interest and expenses) arising from its payment or in respect of such Taxes, whether or not such Taxes were correctly or legally asserted; and

(d) Applicant must provide Citibank with the original or a certified copy of the receipt evidencing each Tax payment within 30 days of the tax payment date.

14. Indemnification.

14.1 Applicant must indemnify and hold Citibank and its officers, directors, Affiliates, employees, legal counsel and agents (each, "**an Indemnified Party**") harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including legal counsel's fees and disbursements, other dispute resolution expenses (including fees and expenses in preparation of a defence or any investigation, litigation or proceeding) and costs of collection, on a full indemnity basis, and any Indirect Tax (as defined in this Agreement) on any such costs or expenses) that arise out of or in connection with:-

(a) this Agreement;

(b) the enforcement of this Agreement;

(c) Applicant's dealings with any issuing or reimbursing bank under any draft, document or L/C and the enforcement or attempted enforcement of Citibank's rights thereunder; or

(d) any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or governmental authority or any other cause beyond Citibank's control,

except to the extent such claim, liability, loss, damage, cost or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or wilful misconduct.

14.2 If, in any instance, any payment in connection with this Agreement is made or is to be made in the Other Currency instead of the Required Currency, then, to the extent that the payment (when converted into the Required Currency at the rate of exchange on the date of payment, or if it is not practicable for Citibank to purchase the Required Currency with the Other Currency on the date of payment, then at the rate of exchange as soon as it is practicable for Citibank to do so) actually received by Citibank falls short of the amount due under the terms of this Agreement, Applicant must , as a separate and independent obligation, indemnify and hold harmless Citibank against the amount of such shortfall.

For the purpose of this Clause:-

(a) "**Other Currency**" means, in the context of a payment, a currency other than the Required Currency;

(b) "**Required Currency**" means, in the context of a payment, the currency in which the relevant payment is due;

(c) "**rate of exchange**" means the rate at which Citibank is able on the relevant date, to purchase the Required Currency with the Other Currency in accordance with its normal practice and shall take into account any premium or other costs of exchange, including any taxes or duties incurred by reason of any such exchange.

Applicant will pay on demand from time to time all amounts owing under this Clause.

15. Obligations Absolute. Applicant's obligations under this Agreement (the "**Obligations**") shall be unqualified, irrevocable and payable in the manner and method provided for under this Agreement irrespective of any one or more of the following circumstances: -

(a) any lack of validity or enforceability of this Agreement, the draft(s), or any other agreement, application, amendment, guarantee, document or instrument relating to this Agreement;

(b) any change in the time, manner or place of payment of or in any other term of all or any of the Obligations of Applicant or the obligations of any person that guarantees the Obligations;

(c) the existence of any claim, set-off, defence or other right that Applicant may have at any time against Citibank or any other person, whether in connection with any transaction contemplated by this Agreement or any unrelated transaction;

(d) any exchange, release or non-perfection of any collateral, or release or amendment or waiver of or consent to departure from the terms of any guarantee or security agreement, for all or any of the Obligations:

(e) any draft, or other document presented under this Agreement being forged, fraudulent, invalid, or insufficient or any statement in that draft or other document being untrue or inaccurate.

16. Deposit.

16.1 Applicant will pay to Citibank from time to time on demand for credit of such account as Citibank may open for this purpose such amounts in such currencies as Citibank may require as may be necessary to ensure that the sum for the time being standing to the credit of that account is equivalent to the face amount of the draft(s) and/or the documents the subject matter of the Application (the "**Cash Deposit**") on terms that the Cash Deposit shall not mature until the date on which Citibank establishes that Applicant has no further liability whatsoever under this Agreement.

16.2 Citibank may (without prejudice to any other remedy it may have under this Agreement or by law or statute) (but will not be required) set off any obligation of Applicant owing to Citibank (whether or not such obligation has matured or is contingent and regardless of the currency, place of payment or booking office of the obligation) against the Cash Deposit.

16.3 Any agreement (whether before, on or after the date of this Agreement) that the Cash Deposit is to be held on fixed deposit shall be for the purposes of calculation and payment of interest only and shall not prejudice Citibank's rights or obligations under any provision of this Agreement. Citibank may unilaterally terminate any such fixed deposit at any time and adjust any interest payable by Citibank accordingly.

16.4 If the Cash Deposit is held on fixed deposit then on the expiry of the relevant fixed deposit period it shall be redeposited or successively redeposited on such terms (including without limitation successive fixed deposits) as may be agreed from time to time between Applicant and Citibank or failing such agreement as may be determined by Citibank from time to time.

16.5 Applicant agrees that it will not create, attempt to create or suffer to exist any mortgage, pledge, charge, lien or any other form of encumbrance or security whatsoever on or over any of the Cash Deposit without the written consent of Citibank. Nothing in this provision will be deemed to create a charge or other security interest.

17. Exclusion of Liability. Applicant agrees that in connection with this Agreement and the transactions contemplated by this Agreement, no Indemnified Party nor any of their officers, employees or agents (each an "**Affected Party**") will have any liability (whether in contract, tort or otherwise) to Applicant except for direct damages (as opposed to special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings)

even if advised of the possibility of such damages) determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the Affected Party's gross negligence or wilful default.

18. Covenants of Applicant. Applicant must: -

(a) comply with all Malaysian and foreign laws, regulations and rules (including foreign exchange laws and regulations and Sanctions) now or later applicable to the draft(s), the document(s) and this Agreement, and Applicant's execution, delivery and performance under this Agreement and deliver to Citibank, on reasonable request, satisfactory evidence of such compliance;

(b) upon Citibank's request appear and defend at Applicant's own cost and expense any action which may be commenced against Citibank in connection with this Agreement.

19. Representations and Warranties of Applicant.

19.1 Applicant represents and warrants that:-

(a) it is validly existing under the laws of the jurisdiction in which it is organised or incorporated;

(b) its execution, delivery and performance of this Agreement are within its powers, have been duly authorised, do not contravene any contract binding on or affecting it or any of its assets, do not violate any applicable law or regulation, and (except for any notice, filing or other action to or by any governmental authority disclosed to Citibank in writing on or prior to the date of the Application) do not require any notice, filing or other action to or by any governmental authority,

(c) this Agreement represents its legal, valid and binding obligations and enforceable in accordance with its terms;

(d) neither Applicant, Applicant's parents and subsidiaries, nor any of their respective directors, officers or employees, or, to Applicant's knowledge, after due and careful inquiry, nor any of their respective Affiliates, agents or representatives:-

(i) is a Sanctioned Person or conducts any business, activities or transactions of, with or involving a Sanctioned Person or a Sanctioned Jurisdiction;

(ii) will, directly or indirectly, use any part of any proceeds under this Agreement or lend, contribute or otherwise make available such proceeds:-

(a) to fund or facilitate any activities or business of or with any person that at the time of such funding or facilitation, is a Sanctioned Person;

(b) to fund or facilitate any activities or business of or in any Sanctioned Jurisdiction;

(c) in any manner that would result in a violation by any person of Sanctions; or

(d) in violation of applicable law or regulation (including Anti-Corruption Laws and Anti-Money Laundering Laws);

(iii) will otherwise perform this Agreement, or any activities, transactions or services contemplated by this Agreement in any manner that would result in a violation by any person of Sanctions or in violation of any applicable law or regulation (including, without limitation, Anti-Corruption Laws and Anti-Money Laundering Laws);

(e) Applicant and its parents and subsidiaries are conducting and will continue to conduct their respective operations and business (including its performance of its obligations under this Agreement and any activities, transactions or services contemplated by this Agreement) in compliance with Anti-Money Laundering Laws and Anti-Corruption Laws;

(f) no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving Applicant or any of its parents or subsidiaries with respect to Anti-Money Laundering Laws or Anti-Corruption Laws is pending or, to the knowledge of Applicant, threatened;

(g) none of the execution, delivery or performance of this Agreement, or any activities, transactions, services, or any collateral or security interest contemplated by this Agreement, would result in a violation by any person of any Sanctions or be in violation of any applicable law (including Anti-Corruption Laws and Anti-Money Laundering Laws) or regulation.

Each request by Applicant to handle any draft and/or document will constitute Applicant's representation and warranty that the statements in this Clause are true and correct as if made on the date of such request.

20. Set-off.

20.1 Applicant agrees that in addition to any rights of set-off Citibank may have (whether by operation of law, contract or otherwise), Citibank has the continuing right (but will not be required), without prior demand or notice (unless such notice is required by law or applicable regulation) to Applicant to set-off any of Applicant's obligations owing to Citibank (whether or not such obligation has matured or is contingent and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Citibank owing to Applicant (whether or not such obligation has matured or is contingent and regardless of the currency, place of payment or booking office of the obligation).

20.2 Citibank's rights under this Clause are in addition to other rights or remedies (including other rights of set-off) which Citibank may have under this Agreement or applicable law.

20.3 Without prejudice to Clause 20.1 above, Citibank has the continuing right (but will not be required):-

(a) to earmark and/or segregate for any particular purpose; and/or

(b) with prior notice, to set-off any of Applicant's obligations owing to Citibank (whether or not such obligation has matured or is contingent and regardless of the currency, place of payment or booking office of the obligation) against,

any monies standing to the credit of any bank accounts maintained by Applicant with Citibank.

20.4 For the purpose of cross currency set-off, Citibank may convert any obligation to another currency at a market rate determined by Citibank. Applicant must, to the extent permitted under applicable law or regulation, indemnify Citibank against any cost, loss or liability incurred by Citibank in respect of such conversion. If an obligation is unascertained, Citibank may in good faith (i.e. honesty in fact in the conduct or transaction concerned, "**Good Faith**") estimate that obligation and set-off in respect of that estimate, subject to Citibank accounting to Applicant when the obligation is ascertained. Nothing in this Clause will be deemed to create a charge or other security interest.

21. Waiver of Immunity. Applicant acknowledges that this Agreement is entered into for commercial purposes and, to the extent that Applicant now or later acquires any immunity from jurisdiction of any court or from any legal process with respect to itself or its assets, Applicant now irrevocably waives its immunity with respect to the Obligations.

22. Notices and Communications.

22.1 Unless Citibank otherwise agrees in writing, every communication in connection with the draft(s) or document(s) or under this Agreement must be in writing.

22.2 Communications by Citibank to Applicant may be sent by post, facsimile or such other means as are agreed to Applicant's address, or facsimile number, indicated in the Application or maintained in Citibank's records.

22.3 Any change of address, or facsimile number of Applicant will only become effective on Applicant providing Citibank with at least ten (10) days prior written notice of such change.

22.4 Communications by Citibank to Applicant will be deemed to have been received by Applicant:-

(a) if sent by normal post, on the second (2nd) day after posting; or

(b) if given or made by facsimile, at the time of successful transmission.

22.5 Applicant accepts the risks inherent in any mode of communication of instructions agreed between Applicant and Citibank whether by telephone, facsimile, telex and/or any other means (including any electronic platforms or systems), including but not limited to the risk of miscommunication, forgery, impersonation or fraud. Citibank may rely

and act on any instruction or communication which Citibank believes in Good Faith to have been given by Applicant or Applicant's authorized person(s).

22.6 If inconsistent, overlapping or unclear instructions are given, Citibank may at Citibank's sole and absolute discretion act on all, some or none of those instructions. Applicant will be responsible for any loss Citibank may incur in connection with any instruction or communication given pursuant to this Agreement provided that Citibank had acted in Good Faith.

23. Applicants. If there are two (2) or more persons comprised in the expression "**Applicant**":-

(a) each such person shall be deemed an "Applicant" under this Agreement;

(b) each Applicant shall be jointly and severally liable for all the Obligations under this Agreement; and

(c) notices from Citibank in connection with this Agreement to either Applicant and notices from, or the consent of, either Applicant in connection with this Agreement shall be sufficient to bind all Applicants.

Citibank will be at liberty to release or discharge any one or more Applicants from liability under this Agreement or to compound with, accept compositions from or make any other arrangements with any Applicant or any other person without in consequence releasing or discharging any other Applicant or otherwise prejudicing or affecting Citibank's rights against any Applicant or any other person.

24. Definitions and Interpretation.

24.1 The following terms will have the following meanings when used in this Agreement:-

(a) "**Affiliate**" means, in relation to any person ("Person A"), any person, present or future, that directly or indirectly Controls, is Controlled by or is under common Control with Person A, and any branch or representative offices of Person A;

(b) "**this Agreement**" means the Application and these terms and conditions;

(c) "**Anti-Corruption Laws**" means all laws, rules and regulations from time to time, concerning or relating to bribery or corruption, including the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010, the Malaysian Anti-Corruption Commission Act 2009, and all other applicable anti-bribery and corruption laws;

(d) "**Anti-Money Laundering Laws**" means, in relation to any person, all applicable money laundering statutes, financial recordkeeping and reporting requirements of the jurisdictions in which such person conducts business, the rules and regulations under such statutes and requirements, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency;

(e) "**business day**" means a day (excluding Saturdays and Sundays) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Kuala Lumpur, Malaysia;

(f) "**Control**" in relation to a person ("Person B") having control over another person ("Person C") means, Person B possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of Person C, whether through the ownership of voting shares, by contract or otherwise;

(g) "**Citibank's Cost of Funds**" or "**Citibank's COF**" means the cost to Citibank (as determined by Citibank) of funding any advance or advances or overdue sum under this Agreement (increased where appropriate to reflect the additional cost to Citibank as determined by it for maintaining such advance or advances or overdue sum resulting from the imposition of any reserve asset requirements, special deposits, liquidity or other similar requirements by Bank Negara Malaysia or other relevant authorities);

(h) "**Payment Infrastructure Provider**" means a third party which forms part of a payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks;

(i) "**Representatives**" means a person's officers, directors, employees, sub-contractors, agents, representatives, professional advisers and Third Party Service Providers;

(j) "**Requirement**" means any applicable law, or applicable regulation, or request or requirement of any legal, governmental or regulatory authority, stock exchange, clearing house, self-regulatory body or other authority (collectively, "**Authorities**"), or agreement entered into by Citibank and any Authorities or between two or more Authorities (whether or not such law, regulation or Authority is domestic or foreign);

(k) "**Sanctions**" means economic, trade or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by any Sanctions Authority;

(l) "**Sanctions Authority**" means Malaysia (including Bank Negara Malaysia and the Strategic Trade Controller appointed pursuant to the Strategic Trade Act 2010 of Malaysia), the United States (U.S.) (including the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Kingdom (including Her Majesty's Treasury), the European Union and any E.U. member state, the United Nations Security Council, and any other relevant sanctions authority;

(m) "**Sanctioned Jurisdiction**" means, at any time, a country or territory that is, or whose government is the subject of Sanctions;

(n) "**Sanctioned Person**" means, at any time:-

(i) any person listed in any Sanctions-related list maintained by any Sanctions Authority;

(ii) any person located, organised, or resident in a Sanctioned Jurisdiction; or

(iii) any other subject of Sanctions, including any person Controlled, directly or indirectly, by or acting for or on behalf of, or at the direction of, any such person or persons described in (i) or (ii);

(o) "**System**" means any communications, clearing or payment system, intermediary bank or other entity; and

(p) "**Third Party Service Provider**" means a third party reasonably selected by a party or its Affiliates to provide services to, it or for the benefit of, such party or its Affiliates and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers, call centre service providers and credit reporting agencies.

24.2 In addition, where the context so permits:

(a) the term "including" means "including without limitation";

(b) any reference to a party includes its successors, permitted assigns and permitted transferees;

(c) any reference to any statute, regulation, proclamation, ordinance or by-law includes any changes which are made to it or any legislation which replaces it;

(d) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, including but not limited to any circular, guideline or policy document issued by Bank Negara Malaysia;

(e) any reference to any agreement or instrument includes any other document which amends, modifies, supplements or substitutes that document;

(f) words in the singular include the plural and vice versa;

(g) words importing the masculine gender include the feminine and neuter genders;

(h) the term "person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company, a government or any political subdivision or agency thereof, or any other entity;

(i) the term "encumbrance" includes without limitation, a caveat or any other statutory restraint on dealing with land, a mortgage, charge, assignment by way of security, pledge, lien or other encumbrance or interest securing any obligation of any person or any other type of preferential arrangement having similar effect; and

(j) the clause headings do not affect the construction of this Agreement.

25. Successors and Assigns.

25.1 This Agreement is binding upon Applicant and its successors and permitted assigns, and will enure to the benefit of and be enforceable by Citibank, its successors and assigns.

25.2 Applicant may not transfer or assign any of its rights or obligations under this Agreement.

25.3 Citibank may transfer or assign its rights and obligations under this Agreement, in whole or in part, to any financial institution or party approved by Bank Negara Malaysia ("BNM"), or person deemed approved pursuant to BNM's Policy Document on Transfer of Business, with prior notice to the Customer and shall be forever relieved from any liability with respect to the portion of Citibank's rights or obligations transferred or assigned.

25.4 This Agreement does not confer any right or benefit upon any person or entity other than Applicant and Citibank and their respective successors and permitted assigns.

26. Modifications; No Waiver.

26.1 None of the terms of this Agreement may be waived or amended except in writing signed by the party against whose interest that term is waived or amended.

26.2 Forbearance, failure or delay by Citibank in the exercise of any right, remedy, power or privilege will not constitute a waiver, nor will any exercise or partial exercise of any right, remedy, power or privilege preclude any further exercise of that or any other right, remedy, power or privilege.

26.3 Any waiver or consent by Citibank will be effective only in the specific instance and for the specific purpose for which it is given and will not be deemed, regardless of frequency given, to be a further or continuing waiver or consent.

27. Multiple Role Disclosure. Citibank and its Affiliates offer a wide range of financial services, including trade processing services on behalf of financial institutions and customers. These services are provided internationally to a wide range of financial institutions and customers, some of whom may be Applicant's counter-parties or competitors. Applicant acknowledges and accepts that Citibank and its Affiliates may perform more than one role in relation to the drafts, documents or L/C presented by Applicant to Citibank from time to time.

28. Applicant Information.

28.1 Without prejudice to Citibank's rights to disclose information relating to Applicant whether under common law, statute or otherwise, Applicant consents to the communication and disclosure by Citibank of any information in respect of or relating to Applicant (including information from any credit bureau) or any services, transactions or dealings (such services, transactions or dealings will be referred to as "**Transactions**" in this Agreement) between Applicant and Citibank (collectively "**Applicant's Information**"):

(a) to and between Citibank's head or home office, branches and Affiliates, and Citibank's and its Affiliates' respective Representatives, and such persons as may be selected by any of them, wherever situated, for confidential use (including in connection with this Agreement or the provision of any service and for data processing, statistical and risk analysis purposes);

(b) to such persons as may be designated by Applicant (for example, Applicant's shared service centre and Applicant's Affiliates);

(d) to Payment Infrastructure Providers on a confidential basis and to the extent necessary for or in connection with the Transactions, including operation of accounts;

(d) to any person who has provided (whether before, on or after the date of this Agreement), or who may provide, any guarantee, indemnity, or security to secure Applicant's obligations to Citibank;

(e) to any person to (or through) whom Citibank sells, transfers or assigns (or may potentially sell, transfer or assign) all or any part of its rights, benefits or obligations under this Agreement, or with (or through) whom Citibank enters into (or may potentially enter into) any sub-participation or a similar transaction in relation to, or any other transaction under which payments are to be made or received by reference to, this Agreement; and

(f) to such other persons as may be agreed between Applicant and Citibank.

28.2 Citibank and any of the recipients of information mentioned above may transfer and disclose any such information pursuant to legal process (including disclosure to courts and tribunals) or pursuant to any Requirement.

28.3 For the purposes of the Personal Data Protection Act, 2010 of Malaysia, Applicant acknowledges that Applicant has read and agrees to Citibank's Personal Data Privacy Notice (the "Notice") which can be found at https://www.citigroup.com/rcs/citigpa/akpublic/storage/public/PDPA_for-_TTS_customers_from_Citis_website.pdf (or such other link as may be notified to Applicant from time to time).

28.4 This Clause and the provisions in the Notice are not, and may not be deemed to constitute, an express or implied agreement by Citibank with Applicant for a higher degree of confidentiality than that prescribed in applicable law or regulation. This Clause is in addition to, and does not replace, any other provision agreed between Applicant and Citibank (whether before, on or after the date of this Agreement) which gives broader rights of disclosure to Citibank than contained in this Agreement or the Notice.

28.5 The consent provided for the collection, use and disclosure in this Agreement will remain valid until such time it is being withdrawn or revoked in writing. The Applicant agrees that any revocation or withdrawal shall be submitted or provided in writing or via email to Citibank upon which Citibank will process the request within such reasonable time of receiving the same. In the event that Citibank may not be in a position to continue or is prevented from continuing to provide its products and services to the Applicant due to the withdrawal or revocation, Citibank will, in such circumstances, notify the Applicant before completing the processing of Applicant's request.

29. Central Credit Bureau.

29.1 Without prejudice to Clause 28 (*Applicant Information)* above, Citibank may be required, whether by law or otherwise, to provide Applicant's Information to Bank Negara Malaysia (or other persons) for the purposes of a credit bureau (as currently maintained by Bank Negara Malaysia).

29.2 Citibank will have no liability to Applicant in connection with the provision of such information whether by reason of any misstatement, omission, delay or any other matter in connection with such provision, except to the extent caused solely by Citibank's gross negligence or wilful default.

29.3 Applicant acknowledges and agrees that Citibank and its Representatives may obtain or extract from, or verify with, any source (including the credit bureau and any credit reporting agency) any information relating to Applicant and for any purpose (including the evaluation and review of Applicant's credit status, credit monitoring and debt recovery purposes).

30. Entire Agreement; Remedies Cumulative; Counterparts.

30.1 This Agreement will be read together with, and be subject to the terms and conditions set out in Citibank's letter of offer/advise (if applicable) for banking facilities (the "**LOA**"), as the LOA (if applicable) may be amended, modified or supplemented from time to time; and together constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior or simultaneous agreements, written or oral.

30.2 In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the LOA, the terms and conditions of the LOA will prevail to the extent of such conflict.

30.3 All rights and remedies of Citibank under this Agreement and other documents delivered in connection with this Agreement or otherwise directly or indirectly related to the Obligations are cumulative and in addition to any other right or remedy available under this Agreement, applicable law or otherwise.

30.4 Applicant may submit the Application in original form or it may do so by fax or via a Citibank electronic banking platform, and Applicant will be bound by any instructions so given in the Application.

30.5 Delivery of a signed signature page of the Application by facsimile transmission shall be effective as, and shall constitute physical delivery of, a signed original counterpart of the Application.

30.6 The Application may be signed in any number of counterparts, and by different signatories on separate counterparts which when taken together shall be deemed to constitute one agreement and to have the same effect as if the signatures on the counterparts were on a single copy of the Application.

30.7 In the event of any conflict between these terms and conditions and the terms and conditions of the Application, the terms and conditions in the Application will prevail to the extent of such conflict.

31. Continuing Agreement.

31.1 Applicant's liability under this Agreement is irrevocable and Applicant will remain liable to Citibank under this Agreement until Citibank is satisfied that Citibank's liability under or in connection with this Agreement is fully discharged.

31.2 Provisions in this Agreement relating to indemnities, confidentiality, tax, immunity, and jurisdiction provisions shall survive payment of the Obligations.

32. Duties and Taxes.

32.1 Applicant will promptly, in any case before any penalty becomes payable, pay any stamp, documentary, registration or similar tax payable in connection with the entry into, performance, enforcement or admissibility in evidence of the draft(s), this Agreement, any other document related to this Agreement and/or any such amendment or waiver of this Agreement and shall indemnify Citibank against any liability with respect to or resulting from any delay in paying or omitting to pay any such tax payable.

32.2 If any value added tax, goods and services tax, sales tax, consumption tax or any other tax of a similar nature ("**Indirect Tax**") is chargeable in connection with the draft(s), document(s) or this Agreement Applicant will pay to Citibank (in addition to and at the same time as paying the relevant consideration) an amount equal to the amount of the Indirect Tax.

33. Severability. If any one or more provisions contained in this Agreement prove to be invalid, illegal or unenforceable in any respect:-

(a) such provision or provisions shall be interpreted to be enforceable to the extent permitted by law or applicable regulation; and

(b) the validity and the enforceability of the remaining provisions will not be affected or impaired in any way.

34. No Commitment.

34.1 Nothing in this Agreement or otherwise shall impose on Citibank any obligation either at law or in equity to agree to any Application or any request by Applicant.

34.2 Citibank may give or withhold in its sole and absolute discretion its agreement to any Application or request by Applicant.

34.3 If Citibank agrees to any Application or request, Citibank may specify additional terms and conditions to Citibank's agreement.

34.4 Continued utilization shall constitute acceptance of such terms and conditions.

35. Governing Law; Governing Guidelines.

35.1 This Agreement and the rights and obligations of Applicant and Citibank under this Agreement shall be governed by and subject to the laws of Malaysia.

35.2 Applicant's instructions given to Citibank shall be subject to the provisions of the Uniform Rules for Collections (the "**URC**"), the Uniform Customs and Practice for Documentary Credits (the "**UCP**") and/or, as the case may be, the International Standby Practices (the "**ISP**"), most recently published by the International Chamber of Commerce (the "**ICC**") and in effect from time to time as the case may be.

35.3 Citibank shall not be liable for any payment, cost, expense or loss resulting from any action or inaction taken by Citibank, its Affiliates or any System if such action is justified under URC, UCP, ISP, any Requirement or the laws of Malaysia.

36. Jurisdiction; Service of Process.

36.1 Applicant now irrevocably submits to the non-exclusive jurisdiction of any court sitting in Malaysia, for itself, and in respect of any of its assets. Applicant irrevocably waives any objection to venue or any claim of inconvenience.

36.2 Applicant agrees that any service of process or other notice of legal process may be served upon it by mail or hand delivery if sent to the Process Agent at the Process Agent's address set out in the Application or the LOA which Applicant now designates its authorised agent for the service of process in the courts in Malaysia. (If no authorised agent is designated in the Application or the LOA, Applicant agrees that process shall be deemed served if sent to its address given for notices under this Agreement).

36.3 Applicant agrees that nothing in this Agreement shall affect Citibank's right to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Applicant in any other jurisdiction.

36.4 Applicant agrees that final judgment against it in any action or proceeding shall be enforceable in any other jurisdiction within or outside Malaysia by suit on the judgment, a certified copy of which will be conclusive evidence of the judgment.

37. Recording. Applicant consents to the recording of telephone conversations between Applicant and Citibank and agrees that these recordings may be submitted in evidence in any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement.