

STRICTLY CONFIDENTIAL – DO NOT FORWARD

ATTACHED IS AN ELECTRONIC COPY OF AN ADDENDUM DATED 28 AUGUST 2019 (“ADDENDUM”) TO THE INFORMATION MEMORANDUM DATED 22 NOVEMBER 2016, IN RELATION TO THE SUKUK PROGRAMME OF UP TO RM10.0 BILLION IN NOMINAL VALUE (“SUKUK PROGRAMME”) ESTABLISHED BY MALAYAN BANKING BERHAD (COMPANY NO. 3813-K) (“ISSUER”).

BY OPENING AND ACCEPTING THIS ELECTRONIC TRANSMISSION CONTAINING THE ADDENDUM, THE RECIPIENT AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS, PLEASE DELETE THIS ELECTRONIC TRANSMISSION IMMEDIATELY.

THE ADDENDUM IS STRICTLY CONFIDENTIAL AND DOES NOT CONSTITUTE AN OFFER TO SUBSCRIBE FOR OR PURCHASE ANY OF THE SUBORDINATED SUKUK (“SUBORDINATED SUKUK MURABAHAH”) AND SENIOR SUKUK (“SENIOR SUKUK MURABAHAH”), BOTH UNDER THE SHARIAH PRINCIPLE OF MURABAHAH (VIA TAWARRUQ ARRANGEMENT) (COLLECTIVELY, THE “SUKUK MURABAHAH”) AND ADDITIONAL TIER 1 SUKUK (“AT1 SUKUK MUDHARABAH”) UNDER THE SHARIAH PRINCIPLE OF MUDHARABAH, PURSUANT TO THE SUKUK PROGRAMME DESCRIBED HEREIN OR ANY INVITATION TO SUBSCRIBE FOR OR PURCHASE OF ANY OF THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH TO ANY PERSON OR THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE PURCHASE ANY OF THE SECURITIES DESCRIBED HEREIN OTHER THAN TO THE INTENDED RECIPIENT. ANY DISTRIBUTION OF THE ADDENDUM WITHOUT THE PRIOR CONSENT OF THE ISSUER, AND MAYBANK INVESTMENT BANK BERHAD (COMPANY NO. 15938-H) AS THE PRINCIPAL ADVISER, THE LEAD ARRANGER AND THE LEAD MANAGER IS UNAUTHORISED. THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE ISSUER, THE PRINCIPAL ADVISER, THE LEAD ARRANGER OR THE LEAD MANAGER OR ITS/THEIR RESPECTIVE AGENTS IS PROHIBITED FROM DISCLOSING THE ADDENDUM, ALTERING THE CONTENTS OF THE ADDENDUM OR FORWARDING A COPY OF THE ADDENDUM OR ANY PORTION THEREOF BY ELECTRONIC MAIL OR OTHERWISE TO ANY PERSON.

THE ADDENDUM IS NOT A PROSPECTUS AND HAS NOT BEEN REGISTERED NOR WILL IT BE REGISTERED AS A PROSPECTUS UNDER THE CAPITAL MARKETS AND SERVICES ACT, 2007, AS AMENDED FROM TIME TO TIME (“CMSA”). THE ADDENDUM HAS NOT BEEN AND WILL NOT BE MADE TO COMPLY WITH THE LAWS OF ANY FOREIGN JURISDICTION AND HAS NOT BEEN AND WILL NOT BE REGISTERED, LODGED OR APPROVED PURSUANT TO OR UNDER ANY LEGISLATION OF (OR WITH OR BY ANY REGULATORY AUTHORITIES OR OTHER RELEVANT BODIES IN) ANY FOREIGN JURISDICTION AND IT DOES NOT CONSTITUTE AN ISSUE OR OFFER OF, OR AN INVITATION TO SUBSCRIBE FOR OR PURCHASE THE SECURITIES OR ANY OTHER SECURITIES OF ANY KIND BY ANY PARTY IN ANY FOREIGN JURISDICTION. AT ISSUANCE, THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH MAY ONLY BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY TO A PERSON TO WHOM AN OFFER OR INVITATION TO SUBSCRIBE THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH AND TO WHOM THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH ARE ISSUED WOULD FALL WITHIN PART 1 OF SCHEDULE 6 (OR SECTION 229(1)(b)) AND PART 1 OF SCHEDULE 7 (OR SECTION 230(1)(b)), READ TOGETHER WITH SCHEDULE 9 (OR SECTION 257(3)) OF THE CMSA. THEREAFTER, THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH MAY ONLY BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY TO A PERSON TO WHOM AN OFFER OR INVITATION TO PURCHASE THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH WOULD FALL WITHIN PART 1 OF SCHEDULE 6 (OR SECTION 229(1)(b)), READ TOGETHER WITH SCHEDULE 9 (OR SECTION 257(3)) OF THE CMSA (“SELLING RESTRICTIONS”). FURTHER, AS THE SENIOR SUKUK MURABAHAH HAVE BEEN ACCORDED A RATING OF AAA BY RAM RATING SERVICES BERHAD, THE ISSUANCE OF, OFFER FOR SUBSCRIPTION OR PURCHASE OF, OR INVITATION TO SUBSCRIBE OR PURCHASE OF THE SENIOR SUKUK MURABAHAH FALLS WITHIN PARAGRAPH 12, SCHEDULE 8 (OR SECTION 257(1)) OF THE CMSA.

THIS TRANSMISSION SHALL NOT CONSTITUTE AN OFFER TO SUBSCRIBE FOR OR PURCHASE ANY OF THE SUKUK MURABAHAH AND AT1 SUKUK MUDHARABAH DESCRIBED HEREIN OR ANY INVITATION TO SUBSCRIBE FOR OR PURCHASE OF ANY OF THE SUKUK MURABAHAH AND AT1 SUKUK MUDHARABAH IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL UNDER THE LAWS OF SUCH JURISDICTIONS.

TRANSMISSION OVER THE INTERNET MAY BE SUBJECT TO INTERRUPTIONS, TRANSMISSION BLACKOUT, DELAYED TRANSMISSION DUE TO INTERNET TRAFFIC, INCORRECT DATA TRANSMISSION DUE TO THE PUBLIC NATURE OF THE INTERNET, DATA CORRUPTION, INTERCEPTION, UNAUTHORISED AMENDMENT, TAMPERING, VIRUSES OR OTHER TECHNICAL, MECHANICAL OR SYSTEMIC RISKS ASSOCIATED WITH INTERNET TRANSMISSIONS. THE ISSUER, THE PRINCIPAL ADVISER, THE LEAD ARRANGER OR THE LEAD MANAGER OR ITS/THEIR RESPECTIVE AGENTS HAVE NOT ACCEPTED AND

WILL NOT ACCEPT ANY RESPONSIBILITY AND/OR LIABILITY FOR ANY SUCH INTERRUPTION, TRANSMISSION BLACKOUT, DELAYED TRANSMISSION, INCORRECT DATA TRANSMISSION, CORRUPTION, INTERCEPTION, AMENDMENT, TAMPERING OR VIRUSES OR ANY CONSEQUENCES THEREOF WHICH MAY RESULT IN A DIFFERENCE BETWEEN THE ADDENDUM DISTRIBUTED TO YOU IN ELECTRONIC FORMAT AND THE HARD COPY VERSION AVAILABLE TO YOU ON REQUEST FROM US.

THE FOREGOING IS IN ADDITION TO AND WITHOUT PREJUDICE TO ALL OTHER DISCLAIMERS AND AGREEMENTS WHICH A RECIPIENT OF THE ADDENDUM SHALL BE DEEMED TO HAVE AGREED TO OR BE BOUND BY AS PROVIDED IN THE ADDENDUM.

BY ACCEPTING THIS E-MAIL AND ACCESSING THE ADDENDUM, YOU SHALL BE DEEMED TO HAVE REPRESENTED TO US THAT (1) YOU ARE PERSONS FALLING WITHIN THE SELLING RESTRICTIONS; AND (2) YOU CONSENT TO THE DELIVERY OF THE ADDENDUM BY E-MAIL. YOU ARE REMINDED THAT THE ADDENDUM HAS BEEN DELIVERED TO YOU ON THE BASIS THAT YOU ARE A PERSON INTO WHOSE POSSESSION THE ADDENDUM MAY BE LAWFULLY DELIVERED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED AND YOU MAY NOT NOR ARE YOU AUTHORISED TO DELIVER OR DISCLOSE THE CONTENTS OF THE ADDENDUM TO ANY PERSON. IF THIS IS NOT THE CASE, YOU MUST IMMEDIATELY DELETE ALL COPIES OF THIS E-MAIL PERMANENTLY AND DESTROY ALL PRINTOUTS OF IT.

THIS E-MAIL AND ANY ATTACHMENT HERETO ARE INTENDED ONLY FOR USE BY THE ADDRESSEE NAMED HEREIN AND MAY CONTAIN LEGALLY PRIVILEGED AND/OR CONFIDENTIAL INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS E-MAIL, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS E-MAIL, AND ANY ATTACHMENTS THERETO, IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY REPLY E-MAIL AND IMMEDIATELY DELETE ALL COPIES OF THIS E-MAIL PERMANENTLY AND DESTROY ALL PRINTOUTS OF IT.

This Addendum to the Information Memorandum is not an offer to sell securities and is not soliciting an offer to buy securities described herein in any jurisdiction where the offer or sale is not permitted.

STRICTLY PRIVATE & CONFIDENTIAL



MALAYAN BANKING BERHAD
(Company No. 3813-K)

**ADDENDUM TO THE INFORMATION MEMORANDUM DATED 22 NOVEMBER 2016
IN RELATION TO THE SUKUK PROGRAMME OF UP TO RM10.0 BILLION IN NOMINAL
VALUE**

**Comprising Revised Principal Terms and Conditions in relation to the Incorporation of terms and
conditions of Islamic Additional Tier 1 Capital Securities based on the Shariah principle of
Mudharabah**

Principal Adviser, Lead Arranger and Lead Manager



MAYBANK INVESTMENT BANK BERHAD
(Company No. 15938-H)

This Addendum to the Information Memorandum is dated 28 August 2019

This Addendum to the Information Memorandum is issued by Malayan Banking Berhad as a supplemental document to the Information Memorandum dated 22 November 2016 (“**Information Memorandum**”) in relation to the incorporation of terms and conditions of Islamic Additional Tier 1 capital securities based on the Shariah principle of Mudharabah (“**AT1 Sukuk Mudharabah**”) into the existing Sukuk programme of up to RM10.0 billion in nominal value (“**Sukuk Programme**”) established by Malayan Banking Berhad, and should be read together with the Information Memorandum. This Addendum to the Information Memorandum has been issued to mainly incorporate the terms and conditions relating to the AT1 Sukuk Mudharabah, and the consequential amendments required to be made relating to the incorporation of the AT1 Sukuk Mudharabah into the Sukuk Programme. Please note that other sections in the Information Memorandum other than those revised or supplemented herein have not been updated. In this document, unless otherwise indicated, all words and abbreviations shall have carried the meanings as ascribed in the aforesaid Information Memorandum. This Addendum is to be read in conjunction with the Information Memorandum, in particular, the notices, qualifications, disclaimers and definitions contained therein and such notices, qualifications, disclaimers and definitions are deemed repeated in this Addendum.

RESPONSIBILITY STATEMENT

This addendum to the information memorandum dated 22 November 2016 (“**Addendum**”) has been approved by the directors of Malayan Banking Berhad (“**Maybank**” or the “**Issuer**” or the “**Bank**”) and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable enquiries in the circumstances, and to the best of their knowledge, information and belief, there are no false or misleading statements or other material facts the omission of which would make any statement in this Addendum false or misleading and that there are no material omissions in this Addendum in the context of the issue, offer, sale or invitation to subscribe or purchase the subordinated Sukuk (“**Subordinated Sukuk Murabahah**”) and senior Sukuk (“**Senior Sukuk Murabahah**”) under the Shariah principle of Murabahah (via Tawarruq arrangement) (collectively, “**Sukuk Murabahah**”) and additional Tier 1 sukuk (“**AT1 Sukuk Mudharabah**”) under the Shariah principle of Mudharabah, pursuant to a Sukuk programme of up to RM10.0 billion in nominal value established by the Issuer (“**Sukuk Programme**”). The opinions expressed in this Addendum with regard to the Issuer have been reached after considering all relevant circumstances and are based on reasonable assumptions. Enquiries have been made by the Issuer to ascertain all material facts and to verify the accuracy of all such information and statements. In this context, the Issuer accepts responsibility for such information contained in this Addendum.

IMPORTANT NOTICE AND GENERAL STATEMENTS OF DISCLAIMER

This Addendum is provided to prospective investors by the Issuer on a private and confidential basis for use solely in connection with the issue, offer, sale or invitation to subscribe or purchase the Sukuk Murabahah and the AT1 Sukuk Mudharabah under the Sukuk Programme. This Addendum is to be read in conjunction with the information memorandum dated 22 November 2016, in particular, the notices, qualifications, disclaimers and definitions contained therein and such notices, qualifications, disclaimers and definitions are deemed repeated in this Addendum.

The Issuer has authorised Maybank Investment Bank Berhad (Company No. 15938-H) as principal adviser, lead arranger and lead manager (“**Lead Arranger**”) to distribute this Addendum, which is now being provided by the Lead Arranger on a confidential basis to potential investors for the sole purpose of assisting them to decide whether to subscribe or purchase the Sukuk Murabahah and the AT1 Sukuk Mudharabah. The Sukuk Murabahah and the AT1 Sukuk Mudharabah shall not be issued, offered, sold, transferred or otherwise disposed, directly or indirectly in Malaysia other than to persons falling within any of the categories of persons specified in Part 1 of Schedule 6 (or Section 229(1)(b)) and Part 1 of Schedule 7 (or Section 230(1)(b)), read together with Schedule 9 (or Section 257(3)) of the Capital Markets and Services Act, 2007 (as may be amended from time to time) (“**CMSA**”) if they consider purchasing the Sukuk Murabahah or the AT1 Sukuk Mudharabah (as the case may be) at issuance and Part 1 of Schedule 6 (or Section 229(1)(b)); read together with Schedule 9 (or Section 257(3)) of the CMSA if they consider purchasing the Sukuk Murabahah or the AT1 Sukuk Mudharabah (as the case may be) after issuance.

The Senior Sukuk Murabahah have been accorded a rating of AAA, the Subordinated Sukuk Murabahah have been accorded a rating of AA₁ and the AT1 Sukuk Mudharabah have been accorded a rating of AA₃ by RAM Rating Services Berhad (“**RAM**”). A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the rating agency.

This Addendum shall not be, in whole or in part, reproduced or used for any other purpose, or shown, given, copied to or filed with any other person including, without limitation, any government or regulatory authority except with the prior written consent of the Lead Arranger unless as may be required under Malaysian laws, regulations and/or guidelines.

The Lead Arranger has not verified the information contained herein. The Lead Arranger does not accept any responsibility for the information and data contained in this Addendum and no responsibility or liability is accepted by the Lead Arranger as to the adequacy, legality, effectiveness, validity, genuineness, enforceability, admissibility, reasonableness, authenticity, origin, validity, accuracy or completeness of such information and data or for any other information, data or statement provided by the Issuer or made or purported to be made by the Lead Arranger or on its behalf in connection with the Issuer, its future performance, or the issue and offering or distribution of the Sukuk Murabahah and the AT1 Sukuk Mudharabah. The Lead Arranger accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Addendum or any such statement. No statement, representation, warranty or undertaking, express or implied, is made, given or assumed by the Lead Arranger as to the authenticity, origin, validity, accuracy or completeness of such information and data or that the information or data remains unchanged in any respect after the relevant date shown in this Addendum.

No person is authorised to give any information or data or to make any representation or warranty other than as contained in this Addendum and, if given or made, any such information, data, representation or warranty must not be relied upon as having been authorised by the Issuer, the Lead Arranger or any other person.

This Addendum has not been and will not be made to comply with the laws of any jurisdiction other than Malaysia (“**Foreign Jurisdiction**”), and has not been and will not be lodged, registered or approved pursuant to or under any legislation of (or with or by any regulatory authorities or other relevant bodies of) any Foreign Jurisdiction and it does not constitute an issue, offer or sale of, or an invitation to subscribe or purchase the Sukuk Murabahah and the AT1 Sukuk Mudharabah or any other securities of any kind by any party in any Foreign Jurisdiction.

This Addendum is not intended to be a prospectus and has not been registered or lodged under the laws of Malaysia or of any Foreign Jurisdiction as a prospectus. Unless otherwise specified in this Addendum, the information contained in this Addendum is current as at the date hereof. No action has been or will be taken in any country or jurisdiction by the Issuer or the Lead Arranger that would permit an issue or offering or an invitation to subscribe for or purchase the Sukuk Murabahah and the AT1 Sukuk Mudharabah, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Addendum comes are required by the Issuer and the Lead Arranger to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver the Sukuk Murabahah and the AT1 Sukuk Mudharabah or have in their possession or distribute such offering material, in all cases at their own expense.

The distribution or possession of this Addendum in or from certain jurisdictions may be restricted or prohibited by law. Each recipient is required to seek appropriate professional advice regarding, and to observe, any such restriction or prohibition. Neither the Issuer nor the Lead Arranger accepts any responsibility or liability to any person in relation to the distribution or possession of this Addendum in or from any such Foreign Jurisdiction.

None of the Issuer and the Lead Arranger represents that the Sukuk Murabahah and the AT1 Sukuk Mudharabah may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

By accepting delivery of this Addendum, each recipient agrees to the terms upon which this Addendum is provided to such recipient as set out in this Addendum, and further agrees and confirms that:

- (a) it will keep confidential all of such information and data and will not reproduce it howsoever and whatsoever manner, without the consent of the Issuer and the Lead Arranger;
- (b) it is lawful for the recipient to subscribe for or purchase the Sukuk Murabahah and the AT1 Sukuk Mudharabah in all jurisdictions to which the recipient is subject;
- (c) the recipient has complied with all applicable laws in connection with such subscription or purchase of the Sukuk Murabahah and the AT1 Sukuk Mudharabah;
- (d) the Issuer and the Lead Arranger and their respective directors, officers, employees and professional advisers are not and will not be in breach of the laws of any jurisdiction to which the recipient is subject as a result of such subscription or purchase of the Sukuk Murabahah and the AT1 Sukuk Mudharabah, and they shall not have any responsibility or liability in the event that such subscription or purchase of the Sukuk Murabahah and the AT1 Sukuk Mudharabah is or shall become unlawful, unenforceable, voidable or void;
- (e) it is aware that the Sukuk Murabahah and the AT1 Sukuk Mudharabah can only be offered, sold, transferred or otherwise disposed of directly or indirectly in accordance with the relevant selling restrictions and all applicable laws;
- (f) it has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of subscribing or purchasing the Sukuk Murabahah and the AT1 Sukuk Mudharabah, and is able and is prepared to bear the economic and financial risks of investing in or holding the Sukuk Murabahah and the AT1 Sukuk Mudharabah;
- (g) it is subscribing or accepting the Sukuk Murabahah and the AT1 Sukuk Mudharabah for its own account; and

- (h) it is a person to whom an issue, offer or invitation to subscribe or purchase the Sukuk Murabahah and the AT1 Sukuk Mudharabah would constitute a person falling within any one or more of the categories of persons specified in Part 1 of Schedule 6 (or Section 229(1)(b)) and Part 1 of Schedule 7 (or Section 230(1)(b)); read together with Schedule 9 (or Section 257(3)) of the CMSA as amended from time to time if they consider purchasing the Sukuk Murabahah or the AT1 Sukuk Mudharabah (as the case may be) at issuance and Part 1 of Schedule 6 (or Section 229(1)(b)); read together with Schedule 9 (or Section 257(3)) of the CMSA if they consider purchasing the Sukuk Murabahah or the AT1 Sukuk Mudharabah (as the case may be) after issuance. Further, as the rating by RAM of the Senior Sukuk Murabahah is AAA, the issuance of, offer for subscription or purchase of, or invitation to subscribe for the Senior Sukuk Murabahah falls within Paragraph 12, Schedule 8 (or Section 257(1)) of the CMSA.

Each recipient is solely responsible for seeking all appropriate expert advice as to the laws of all jurisdictions to which it is subject. For the avoidance of doubt, the Addendum shall not constitute an offer or invitation to subscribe or purchase the Sukuk Murabahah and the AT1 Sukuk Mudharabah in relation to any recipient who does not fall within item (h) above.

Neither this Addendum nor any other information supplied in connection with the Sukuk Murabahah and the AT1 Sukuk Mudharabah is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation by the Issuer and/or the Lead Arranger that any recipient of this Addendum should purchase any of the Sukuk Murabahah and the AT1 Sukuk Mudharabah. This Addendum is not a substitute for, and should not be regarded as, an independent evaluation and analysis and does not purport to be all-inclusive.

Each recipient contemplating purchasing the Sukuk Murabahah and the AT1 Sukuk Mudharabah should perform and is deemed to have made its own independent investigation and analysis of the financial condition, status and affairs, and its own appraisal of the creditworthiness and nature, of the Issuer and of its subsidiaries and associated companies, the terms of the offering of the Sukuk Murabahah and the AT1 Sukuk Mudharabah, including the merits and risks involved, and all other relevant matters, and each recipient should consult its own professional advisers. All information and statements herein are subject to the detailed provisions of the respective agreements referred to herein and are qualified in their entirety by reference to such documents.

Neither the delivery of this Addendum nor the offering, sale or delivery of any Sukuk Murabahah and AT1 Sukuk Mudharabah shall in any circumstance imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Sukuk Murabahah and the AT1 Sukuk Mudharabah is correct as of any time subsequent to the date indicated in the document containing the same. Neither the Lead Arranger nor any other advisers for the issue of Sukuk Murabahah and the AT1 Sukuk Mudharabah undertake to review the financial condition or affairs of Issuer or to advise any investor in any Sukuk Murabahah and AT1 Sukuk Mudharabah of any information coming to their respective attention.

This Addendum includes certain historical information, estimates, or reports thereon derived from sources mentioned in this Addendum and other parties with respect to the material businesses in which Issuer and its subsidiaries operate and certain other matters. Such information, estimates, or reports have been included solely for illustrative purposes only. No representation or warranty is made as to the accuracy or completeness of any information, estimate and report thereon derived from such and other third party sources.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE “*INVESTMENT CONSIDERATIONS*” IN SECTION 4.0 OF THE INFORMATION MEMORANDUM (AS AMENDED PURSUANT TO THIS ADDENDUM).

Certain statements in this Addendum are based on historical data, which may not be reflective of the future, and others are forward-looking in nature and are subject to risks and uncertainties. While the Issuer believes that these forward-looking statements are reasonable, these statements are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in such forward-looking statements. The Issuer is not under any obligation to update or revise such forward-looking statements to reflect any change in expectations or circumstances. In light of all this, the inclusion of forward-looking statements in this Addendum should not be regarded as a representation or warranty by the Issuer that the plans and objectives of the Issuer will be achieved.

ACKNOWLEDGEMENT

The Issuer acknowledges that it has authorised the Lead Arranger to circulate or distribute this Addendum on its behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of the Sukuk Murabahah and AT1 Sukuk Mudharabah to prospective investors to whom an issue, offer or invitation to subscribe or purchase the Sukuk Murabahah and AT1 Sukuk Mudharabah would constitute persons falling within any one or more of the categories specified in Part 1 of Schedule 6 (or Section 229(1)(b)) and Part 1 of Schedule 7 (or Section 230(1)(b)); read together with Schedule 9 (or Section 257(3)) of the CMSA at the point of issuance of the Sukuk Murabahah or the AT1 Sukuk Mudharabah (as the case may be) and thereafter in Part 1 of Schedule 6 (or Section 229(1)(b)); read together with Schedule 9 (or Section 257(3)) of the CMSA, and that no further evidence of authorisation is required. Further, as the rating by RAM of the Senior Sukuk Murabahah is AAA, the issuance of, offer for subscription or purchase of, or invitation to subscribe for the Senior Sukuk Murabahah falls within Paragraph 12, Schedule 8 (or Section 257(1)) of the CMSA.

STATEMENTS OF DISCLAIMER BY THE SECURITIES COMMISSION MALAYSIA

In accordance with the CMSA, a copy of this Addendum will be deposited with the Securities Commission Malaysia (“SC”), which takes no responsibility for its contents.

The issue, offer or invitation in relation to the Sukuk Murabahah and the AT1 Sukuk Mudharabah in this Addendum or otherwise is subject to the fulfilment of various conditions precedent including without limitation the lodgement of the required information and relevant documents in relation to the Sukuk Programme with the SC.

All required information and relevant documents relating to the Sukuk Programme have been lodged with the SC on 22 November 2016 and the revision to the principal terms and conditions, mainly to incorporate the terms and conditions of the AT1 Sukuk Mudharabah have been lodged on 28 August 2019, pursuant to the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework revised and effective on 15 June 2015, as amended from time to time (“**LOLA Guidelines**”). Under the CMSA, the establishment of the Sukuk Programme will not require the SC’s approval, authorisation or recognition under Section 212 of the CMSA, provided that the making available of, offering for subscription or purchase of, or issuance of an invitation to subscribe for or purchase the Sukuk Murabahah and the AT1 Sukuk Mudharabah complies with the LOLA Guidelines as may be specified by the SC. Please note that the lodgement with the SC shall not be taken to indicate that the SC recommends the subscription or purchase of the Sukuk Murabahah and the AT1 Sukuk Mudharabah under the Sukuk Programme.

The SC shall not be liable for any non-disclosure on the part of the Issuer and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Addendum.

STATEMENT OF DISCLAIMER ON THE SHARIAH PRONOUNCEMENT

Maybank Islamic Berhad as the Shariah adviser (“**Shariah Adviser**”) has approved the structure and mechanism of the Sukuk Murabahah and their compliance with Shariah principles via the Shariah Pronouncement dated 27 September 2016. The Shariah Adviser has also approved the structure and mechanism of the AT1 Sukuk Mudharabah and their compliance with Shariah principles via the Shariah Pronouncement dated 6 August 2019. However, the approvals are only an expression of the view of the Shariah Adviser based on its experience in the subject. There can be no assurance as to the Shariah permissibility of the structure of the issue and the trading of the Sukuk Murabahah and the AT1 Sukuk Mudharabah and none of the Issuer or the Lead Arranger makes any representation as to the same. Investors are reminded that, as with any Shariah views, differences in opinion are possible. Investors are advised to obtain their own independent Shariah advice as to whether the structure meets their individual stands of compliance and make their own determination as to the future tradability of the Sukuk Murabahah and the AT1 Sukuk Mudharabah in any secondary market.

EACH SERIES OF THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH CARRY DIFFERENT RISKS. INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT.

IT IS RECOMMENDED THAT PROSPECTIVE INVESTORS CONSULT THEIR FINANCIAL, LEGAL AND OTHER ADVISERS BEFORE PURCHASING OR ACQUIRING OR SUBSCRIBING THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH.

CONFIDENTIALITY

To the recipient of this Addendum:

This Addendum and its contents are strictly confidential and are provided strictly on the basis that the recipient will ensure the same remains confidential. Accordingly, this Addendum and its contents, and/or any information which is made available in connection with any further enquiries, must be held in complete confidence.

THIS ADDENDUM IS SUBMITTED TO SELECTED PERSONS SPECIFICALLY TO WHOM AN ISSUE, OFFER OR INVITATION TO SUBSCRIBE OR PURCHASE THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH WOULD CONSTITUTE PERSONS FALLING WITHIN ANY ONE OR MORE OF THE CATEGORIES SPECIFIED IN PART 1 OF SCHEDULE 6 (OR SECTION 229(1)(B)) AND PART 1 OF SCHEDULE 7 (OR SECTION 230(1)(B)); READ TOGETHER WITH SCHEDULE 9 (OR SECTION 257(3)) OF THE CMSA AT THE POINT OF ISSUANCE OF THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH AND PART 1 OF SCHEDULE 6 (OR SECTION 229(1)(B)); READ TOGETHER WITH SCHEDULE 9 (OR SECTION 257(3)) OF THE CMSA AFTER THE ISSUANCE OF THE SUKUK MURABAHAH AND THE AT1 SUKUK MUDHARABAH. FURTHER, AS THE RATING BY RAM OF THE SENIOR SUKUK MURABAHAH IS AAA, THE ISSUANCE OF, OFFER FOR SUBSCRIPTION OR PURCHASE OF, OR INVITATION TO SUBSCRIBE FOR THE SENIOR SUKUK MURABAHAH FALLS WITHIN PARAGRAPH 12, SCHEDULE 8 (OR SECTION 257(1)) OF THE CMSA. THIS ADDENDUM MAY NOT BE REPRODUCED OR USED, IN WHOLE OR IN PART, FOR ANY PURPOSE, NOR FURNISHED TO ANY PERSON OTHER THAN THOSE TO WHOM COPIES HAVE BEEN SENT BY THE LEAD ARRANGER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF APPLICABLE LAWS. IF YOU HAVE RECEIVED THIS ADDENDUM CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED HEREIN.

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The recipient must return this Addendum and all copies whether in whole or in part and any other information in connection therewith to the Lead Arranger promptly upon the Lead Arranger's or the Issuer's request.

FORWARD-LOOKING STATEMENTS

The Issuer has included statements in this Addendum which contain words or phrases such as "will", "would", "aimed", "is likely", "believe", "expects", "expected to", "will continue", "anticipate", "estimates", "plan", "seeks to", "targeted at", "proposes to", "future", "objective", "project", "should", "can", "could", "may" and similar expressions or variations of such expressions, that are "forward-looking statements". Actual results may differ materially from those suggested by the forward-looking statements due to certain risks or uncertainties associated with the expectations of the Issuer with respect to, but not limited to, their ability to successfully implement their strategy, their ability to integrate future mergers or acquisitions into their operations, future levels of non-performing assets and restructured assets, their growth and expansion, the adequacy of their allowance for credit and investment losses, technological changes, investment income, their ability to market new products, cash flow projections, the outcome of any legal or regulatory proceedings they are or becomes a party to, the future impact of new accounting standards, their ability to implement their dividend policy, their ability to roll over their short-term funding sources, their exposure to market risks and the market acceptance of and demand for property.

In addition, other factors that could cause actual results to differ materially from those estimated by the forward-looking statements contained in this Addendum include, but are not limited to, general economic and political conditions in Malaysia and the other countries which have an impact on the Issuer's business activities or investments, political or financial instability in Malaysia or elsewhere or any other acts of terrorism worldwide, any anti-terrorist or other attacks by any country, inflation, deflation, unanticipated turbulence in interest rates, changes

in foreign exchange rate, equity prices or other rates or prices, the performance of the financial markets in Malaysia and globally, changes in domestic and foreign laws, regulations and taxes, changes in competition and pricing environment in Malaysia and regional or general changes in asset valuations. For a further discussion on the factors that could cause actual results to differ, see the discussion under “*Investment Considerations*” contained in this Addendum.

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TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	AMENDMENTS TO THE GLOSSARY OF DEFINITIONS AND ABBREVIATIONS	2
3.0	AMENDMENTS TO SECTION 1.0 (EXECUTIVE SUMMARY)	4
3.1	AMENDMENTS TO SECTION 1.2 (THE SUKUK PROGRAMME)	4
3.2	AMENDMENTS TO SECTION 1.3 (UTILISATION OF PROCEEDS)	5
3.3	AMENDMENTS TO SECTION 1.4 (RATING OF THE SUKUK PROGRAMME)	6
3.4	AMENDMENTS TO SECTION 1.5 (APPROVALS)	6
4.0	AMENDMENTS TO SECTION 2.0 (PRINCIPAL TERMS AND CONDITIONS OF THE SUKUK PROGRAMME)	7
5.0	AMENDMENTS TO SECTION 3.0 (SELLING RESTRICTIONS)	8
6.0	AMENDMENTS TO SECTION 4.0 (INVESTMENT CONSIDERATIONS)	9
6.1	AMENDMENTS TO SECTION 4.2.1 (DEVELOPMENTS IN ASIA MAY NEGATIVELY IMPACT THE GROUP AND AFFECT THE ISSUER'S ABILITY TO MAKE PAYMENTS DUE UNDER THE SUKUK MURABAHAH)	9
6.2	AMENDMENTS TO SECTION 4.2.5 (IMPACT OF RE-IMPOSITION OF CAPITAL CONTROLS)	9
6.3	AMENDMENTS TO SECTION 4.4.1 (PERPETUAL TENURE AND ISSUER'S DISCRETION TO UPSIZE THE SUKUK PROGRAMME LIMIT)	10
6.4	INSERTION OF A NEW SECTION 4.6 (CONSIDERATIONS RELATING TO THE AT1 SUKUK MUDHARABAH)	10
6.5	AMENDMENTS TO EXISTING SECTION 4.6 (GENERAL CONSIDERATIONS)	17
7.0	AMENDMENTS TO SECTION 14.0 (GENERAL CONSIDERATION)	18
7.1	AMENDMENTS TO SECTION 14.5(i)(d) (MAYBANK IB)	18
	APPENDIX I REVISED PTC	19

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1.0 INTRODUCTION

The Issuer has established the Sukuk programme of up to RM10.0 billion in nominal value (“**Sukuk Programme**”) on 14 December 2016 for the issuance of Senior Sukuk Murabahah and Subordinated Sukuk Murabahah, both based on the Shariah principle of Murabahah (via Tawarruq arrangement), from time to time under the Sukuk Programme. In relation thereto, the Issuer has issued an information memorandum dated 22 November 2016 for the Sukuk Programme (“**Information Memorandum**”).

The Issuer had undertaken an exercise to incorporate the terms and conditions of Islamic Additional Tier 1 capital securities based on the Shariah principle of Mudharabah (“**AT1 Sukuk Mudharabah**”) into the Sukuk Programme (“**Incorporation of AT1 Sukuk**”). The Incorporation of AT1 Sukuk took effect from 27 August 2019, being the date all the conditions precedent as set out in schedule 1 of the supplemental programme agreement dated 27 August 2019, which is supplemental to the programme agreement dated 14 December 2016 relating to the Sukuk Programme, have been met to the satisfaction of the Lead Arranger.

The Incorporation of AT1 Sukuk has been approved by Bank Negara Malaysia (“**BNM**”) via its letter dated 7 August 2019. Endorsement of the Securities Commission Malaysia’s Shariah Advisory Council has also been obtained relating to the AT1 Sukuk Mudharabah via its letter dated 9 August 2019.

The notification to the Securities Commission Malaysia in relation to the revisions of the principal terms and conditions of the Sukuk Programme has been made on 28 August 2019.

RAM Rating Services Berhad (“**RAM Rating**”) has assigned a long-term rating of AA₃ to the AT1 Sukuk Mudharabah with a stable outlook vide its letter dated 12 April 2019. RAM Rating had also vide its letter dated 24 July 2019 confirmed that, amongst others, the Incorporation of AT1 Sukuk would not have any impact to the rating of the Senior Sukuk Murabahah and Subordinated Sukuk Murabahah.

The Issuer has obtained the concurrence from the Sukuk Trustee for the Sukuk Programme on the Incorporation of AT1 Sukuk vide its letter dated 7 August 2019.

Consequential to the Incorporation of AT1 Sukuk, set out in this Addendum are the revisions made to the Information Memorandum and the principal terms and conditions of the Sukuk Programme (“**Revised PTC**”). For the avoidance of doubt, the rest of the provisions in the Information Memorandum which are not amended pursuant to this Addendum shall remain in force and shall be applicable to the Sukuk Programme.

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AMENDMENTS TO THE INFORMATION MEMORANDUM

2.0 AMENDMENTS TO THE GLOSSARY OF DEFINITIONS AND ABBREVIATIONS

2.1 The following definitions in the Glossary of Definitions and Abbreviations of the Information Memorandum are deleted in its entirety and substituted with the following:

- “Call Option”**
- (a) In the case of Sukuk Murabahah, the relevant call option to be determined prior to the issuance of a Series of Sukuk Murabahah; and
 - (b) In the case of AT1 Sukuk Mudharabah, the relevant call option which is provided for each Series of AT1 Sukuk Mudharabah

“Information Memorandum” This information memorandum in relation to the Sukuk Programme, and includes any amendments, variations and/or supplementals made or entered from time to time

“Programme Agreement” The programme agreement between the Issuer, the Lead Arranger, the Lead Manager and the Facility Agent in relation to the Sukuk Programme, and includes any amendments, variations and/or supplementals made or entered from time to time

- “Series”**
- (a) In relation to any Sukuk Murabahah, such Sukuk Murabahah with the same:
 - (i) issue date and maturity date; and
 - (ii) Profit Rate and periodic profit payment dates (in the case of Sukuk Murabahah issued with Periodic Profit Payment) or yield (in the case of Sukuk Murabahah issued without coupons).
 - (b) In relation to any AT1 Sukuk Mudharabah, such AT1 Sukuk Mudharabah with the same issue date.

For the avoidance of doubt, each Series of Sukuk Murabahah shall have the same terms and conditions

“subsidiaries” Has the meaning ascribed to it in the Companies Act, 2016 of Malaysia (as amended from time to time)

“Sukuk Programme” The sukuk programme of up to RM10.0 billion in nominal value, pursuant to which the Issuer may from time to time issue Subordinated Sukuk Murabahah and/or Senior Sukuk Murabahah, both based on the Shariah principle of Murabahah (via Tawarruq arrangement); as well as AT1 Sukuk Mudharabah based on the Shariah principle of Mudharabah, which the aggregate outstanding nominal value of such Sukuk shall not exceed RM10.0 billion at any one time

“Sukukholder” The Senior Sukukholders, the Subordinated Sukukholders and/or the AT1 Sukukholders

“Trust Deeds” Collectively, the subordinated Sukuk trust deed, the senior Sukuk trust deed and the AT1 Sukuk Mudharabah trust deed between the Issuer and the Sukuk Trustee in relation to the Subordinated Sukuk Murabahah, the Senior Sukuk Murabahah and the AT1 Sukuk Mudharabah, respectively, and includes any amendments, variations and/or supplementals made or entered from time to time

2.2 The following new definitions are inserted in the Glossary of Definitions and Abbreviations of the Information Memorandum:

“AT1 Sukuk Mudharabah”	AT1 Sukuk Mudharabah to be issued under the Sukuk Programme
“AT1 Sukukholders”	The bearer for the time being of that Series of AT1 Sukuk Mudharabah or the person for the time being entitled to that Series of AT1 Sukuk Mudharabah
“Junior Obligation”	Any ordinary share of the Issuer
“Parity Obligations”	The most junior class of preference shares and any security or other similar obligation issued, entered into or guaranteed by the Issuer that constitutes an Additional Tier 1 capital of the Issuer, or otherwise ranks pari passu with the AT1 Sukuk Mudharabah
“Periodic Distribution”	The amount of distribution payable by the Issuer to the relevant AT1 Sukukholders in respect of such Series of AT1 Sukuk Mudharabah on each periodic distribution date, up to the expected periodic distribution amount from (and including) the issue date of such AT1 Sukuk Mudharabah at the Distribution Rate (as defined in Section 2.0 (<i>Principal Terms and Conditions of the Sukuk Programme</i>)) out of the Distributable Reserves (as defined in Section 2.0 (<i>Principal Terms and Conditions of the Sukuk Programme</i>))
“Senior Creditors”	Collectively, (i) any depositors, creditors of the Issuer (including holders of any security or other similar obligation issued, entered into or guaranteed by the Issuer that constitutes Tier 2 capital instruments) other than those whose claims rank or are expressed to rank, by its terms or by operation of law, pari passu or junior to the claims of the AT1 Sukukholders; and (ii) any class of the Issuer’s share capital (excluding the most junior class of preference shares and ordinary shares)
“Winding-up”	A final and effective order or resolution for the winding up, liquidation, dissolution or similar proceedings

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3.0 AMENDMENTS TO SECTION 1.0 (EXECUTIVE SUMMARY)

3.1 Amendments to Section 1.2 (*The Sukuk Programme*)

Section 1.2 (*The Sukuk Programme*) of the Information Memorandum is updated with the new insertions in relation to the AT1 Sukuk Mudharabah as follows:

“Update to the Sukuk Programme

The Issuer has revised the terms and conditions of the Sukuk Programme, to provide flexibility for the Issuer to issue, from time to time, Sukuk Murabahah and AT1 Sukuk Mudharabah during the tenure of the Sukuk Programme, provided that the aggregate outstanding amount of the Sukuk Murabahah and the AT1 Sukuk Mudharabah shall not at any time exceed RM10.0 billion in nominal value. The Senior Sukuk Murabahah and Subordinated Sukuk Murabahah shall be issued based on the Shariah principle of Murabahah (via Tawarruq arrangement), while the AT1 Sukuk Mudharabah shall be issued based on the Shariah principle of Mudharabah.

Each Series of AT1 Sukuk Mudharabah shall have a perpetual tenure, subject to the Call Option.

Early Redemption pursuant to the Call Option in relation to the AT1 Sukuk Mudharabah

Each Series of AT1 Sukuk Mudharabah shall have the Call Option. The Issuer may at its option, and subject to the Redemption Conditions (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)) being satisfied, redeem that series of AT1 Sukuk Mudharabah (in whole or in part) on any call date at the Dissolution Distribution Amount (as defined in 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)). The optional redemption of one Series of the AT1 Sukuk Mudharabah shall not trigger the redemption of other Series of the AT1 Sukuk Mudharabah.

Early Redemption pursuant to the Regulatory Redemption and Tax Redemption in relation to the AT1 Sukuk Mudharabah

In relation to each Series of AT1 Sukuk Mudharabah, the Issuer may, at its option, redeem such Series of AT1 Sukuk Mudharabah (in whole or in part) at the Dissolution Distribution Amount, subject to the Redemption Conditions being satisfied, if a Regulatory Event (as defined below) or a Tax Event (as defined below) occurs.

The definition below only applies to the AT1 Sukuk Mudharabah:

“**Regulatory Event**” means that, if there is more than an insubstantial risk, as determined by the Issuer, that:

- (i) any Series of the AT1 Sukuk Mudharabah (in whole or in part) will, either immediately or with the passage of time upon either the giving of notice or fulfilment of a condition, no longer qualify as Additional Tier 1 Capital of the Issuer for the purposes of BNM’s capital adequacy requirements under any applicable requirement; or
- (ii) changes in law will make it unlawful for the Issuer to continue performing its obligations under any series of AT1 Sukuk Mudharabah.

“**Tax Event**” means any time there is more than an insubstantial risk that:

- (i) the Issuer has or will become obliged to pay any additional taxes, duties, assessments or government charges of whatever nature in relation to the AT1 Sukuk Mudharabah; or
- (ii) the Issuer would no longer obtain tax deductions for the purposes of Malaysian corporation tax for any payment in respect of the AT1 Sukuk Mudharabah,

as a result of a change in, or amendment to, the laws or regulations of Malaysia or any political subdivision or any political subdivision or any authority thereof or therein having power to tax, or change in the application or official interpretation of such laws or regulations, which change or amendment becomes

effective on or after the issue date and the Issuer cannot, by taking reasonable measures available to it, avoid such obligations.

Loss absorption mechanism of the AT1 Sukuk Mudharabah

If the Common Equity Tier 1 capital ratio (“**CET1 Capital Ratio**”) of the Issuer (consolidated or entity level) falls below 5.125%, the Issuer shall, without the need for the consent of the Sukuk Trustee or the AT1 Sukukholders, write-off the AT1 Sukuk Mudharabah (in whole or in part). The aggregate amount of AT1 Sukuk Mudharabah to be written-off must be at least the amount required to restore the Issuer’s and the consolidated Maybank Group’s CET1 Capital Ratio to at least 5.75%. If this is not possible, then the full principal value of the AT1 Sukuk Mudharabah will be written-off.

The AT1 Sukuk Mudharabah shall also be subject to non-viability loss absorption mechanism on the occurrence of a Trigger Event (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)). At the point of the occurrence of a Trigger Event, the Issuer shall irrevocably, without the consent of the Sukuk Trustee or the AT1 Sukukholders, write-off the AT1 Sukuk Mudharabah, in whole or in part, if so required by BNM and/or PIDM at their full discretion.

Reset feature in relation to the AT1 Sukuk Mudharabah

For each Series of AT1 Sukuk Mudharabah, and in the event where a Series of AT1 Sukuk Mudharabah is not redeemed on:

- (i) the First Call Date (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)), the Reset Distribution Rate (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)) for such Series of AT1 Sukuk Mudharabah will be applicable for the period from and including the First Call Date to but excluding the immediately following Reset Date (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)); or
- (ii) the Reset Date(s), the Reset Distribution Rate for such Series of AT1 Sukuk Mudharabah will be applicable for each of the reference period(s) thereafter.

The pricing supplement, if applicable, or any other relevant issuance documents disclosing the terms and conditions of that relevant Series of the AT1 Sukuk Mudharabah to be issued will set out the Reset Distribution Rate (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)). The Issuer shall notify the Sukuk Trustee promptly of the Reset Distribution Rate for AT1 Sukuk Mudharabah, which will be determined no later than five (5) business days prior to the Reset Date.

Status of the AT1 Sukuk Mudharabah

The AT1 Sukuk Mudharabah pursuant to the relevant transaction documents for the AT1 Sukuk Mudharabah will constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves. Subject to the laws of Malaysia, in the event of a Winding-up of the Issuer, the rights of the AT1 Sukukholders to payment of nominal value and Periodic Distributions on the AT1 Sukuk Mudharabah and any other obligations in respect of the AT1 Sukuk Mudharabah are expressly subordinated and subject in right of payment to the prior payment in full of all claims of Senior Creditors (which includes, but is not limited to, holders of Tier 2 capital instruments) and will rank senior to all Junior Obligations. The AT1 Sukuk Mudharabah will rank pari passu with Parity Obligations.”

3.2 Amendments to Section 1.3 (*Utilisation of the Proceeds*)

Section 1.3 (*Utilisation of the Proceeds*) of the Information Memorandum is deleted in its entirety and substituted with the following:

“The proceeds from the Sukuk Murabahah and the AT1 Sukuk Mudharabah will be utilised for the following Shariah-compliant purposes:

- (a) to fund the Issuer's investments in Ringgit-denominated and foreign currency-denominated Islamic financial instruments approved by BNM's Shariah Advisory Council or the SC's Shariah Advisory Council;
- (b) funding of Islamic business activity of Maybank's subsidiaries and overseas branches; and
- (c) any other Shariah-compliant business activities of the Issuer,

where the returns from such investments shall be used for the Periodic Profit Payment of the Subordinated Sukuk Murabahah and Senior Sukuk Murabahah, and the Periodic Distributions of the AT1 Sukuk Mudharabah.

In addition, any such returns with an amount higher than the Periodic Profit Payment or Periodic Distributions (as the case may be) (at that point in time) can be used for purposes as per items (a), (b) and (c) of this section. For the avoidance of doubt, in the case of the AT1 Sukuk Mudharabah, such returns refer to the amount retained as the Reserve (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*))."

3.3 Amendments to Section 1.4 (*Rating of the Sukuk Programme*)

Section 1.4 (*Rating of the Sukuk Programme*) of the Information Memorandum is updated with the new insertions in relation to the AT1 Sukuk Mudharabah as follows:

"The AT1 Sukuk Mudharabah have been accorded a long-term rating of AA₃ with a stable outlook by RAM vide its letter dated 12 April 2019."

3.4 Amendments to Section 1.5 (*Approvals*)

Section 1.5 (*Approvals*) of the Information Memorandum is updated with the new insertions in relation to the AT1 Sukuk Mudharabah, as follows:

"BNM Approval in relation to the AT1 Sukuk Mudharabah

The AT1 Sukuk Mudharabah issued under the Sukuk Programme is intended to be classified as Additional Tier 1 capital of Maybank and has been approved by BNM via its letter dated 7 August 2019. The approval of BNM should not be taken to indicate that BNM recommends subscription for or purchase of the AT1 Sukuk Mudharabah. Investors should rely on their own evaluation to assess the merits and risks of their investments.

Endorsement from the SC's Shariah Advisory Council in relation to the AT1 Sukuk Mudharabah

The Issuer has received endorsement of the SC's Shariah Advisory Council in relation to the AT1 Sukuk Mudharabah via SC's letter dated 9 August 2019."

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4.0 AMENDMENTS TO SECTION 2.0 (PRINCIPAL TERMS AND CONDITIONS OF THE SUKUK PROGRAMME)

Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*) of the Information Memorandum is deleted in its entirety and substituted with the Revised PTC as attached herein as Appendix I (*Revised PTC*) to reflect, amongst others, the Incorporation of AT1 Sukuk.

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5.0 AMENDMENTS TO SECTION 3.0 (SELLING RESTRICTIONS)

Section 3.0 (*Selling Restrictions*) of the Information Memorandum is updated with the new insertions in relation to the AT1 Sukuk Mudharabah as follows:

“The AT1 Sukuk Mudharabah are tradable and transferable subject to the Selling Restrictions described below.

Selling Restrictions at issuance

The AT1 Sukuk Mudharabah may only be issued, offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to subscribe to the AT1 Sukuk Mudharabah, and to whom the AT1 Sukuk Mudharabah are issued would fall within:

- (i) Part 1 of Schedule 6 (or Section 229(1)(b)); and
- (ii) Part 1 of Schedule 7 (or Section 230(1)(b)); read together with
- (iii) Schedule 9 (or Section 257(3))

of the CMSA.

Selling Restrictions after issuance

The AT1 Sukuk Mudharabah may only be issued, offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to subscribe to the AT1 Sukuk Mudharabah, and to whom the AT1 Sukuk Mudharabah are issued would fall within:

- Part 1 of Schedule 6 (or Section 229(1)(b)); read together with
- Schedule 9 (or Section 257(3))

of the CMSA.”

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6.0 AMENDMENTS TO SECTION 4.0 (INVESTMENT CONSIDERATIONS)

The second paragraph of the introduction to Section 4.0 (*Investment Considerations*) of the Information Memorandum is deleted in its entirety and replaced with the following:

“The Issuer believes that the factors described below represent the principal risks inherent in investing in each of the Sukuk Murabahah and AT1 Sukuk Mudharabah to be issued respectively under the Sukuk Programme, but the Issuer’s inability to pay any amounts on or in connection with any Sukuk Murabahah and/or AT1 Sukuk Mudharabah may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate, and the Issuer does not represent that the statements below regarding the risks of holding any Sukuk Murabahah and/or AT1 Sukuk Mudharabah are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision. In making an investment decision, each investor must rely on its own examination of the Issuer and the terms of the offering of the Sukuk Murabahah and/or AT1 Sukuk Mudharabah.”

6.1 Amendments to Section 4.2.1 (*Developments in Asia may negatively impact the Group and affect the Issuer’s ability to make payments due under the Sukuk Murabahah*)

Section 4.2.1 (*Developments in Asia may negatively impact the Group and affect the Issuer’s ability to make payments due under the Sukuk Murabahah*) of the Information Memorandum is deleted in its entirety and replaced with the following:

“4.2.1 Developments in Asia may negatively impact the Group and affect the Issuer’s ability to make payments due under the Sukuk Murabahah and/or the AT1 Sukuk Mudharabah

In mid-1997, following the substantial depreciation of the Thai Baht, many countries in Asia, including Malaysia, experienced a significant economic downturn and related economic, financial and social difficulties. As a result of the sharp decline in a number of the region’s currencies, many Asian governments and companies had difficulty in servicing foreign currency denominated debt and many corporate customers defaulted on their debt repayments. As the economic crisis spread across the region, governments raised interest rates to defend weakening currencies, which adversely impacted domestic economic growth. In addition, liquidity was substantially reduced as foreign investors withdrew or reduced investment in the region and banks in the region restricted additional lending activity. The currency depreciation, as well as higher interest rates and other factors, had materially and adversely affected the economies of many countries in Asia. Similar adverse economic developments in Asia could recur in future and could have an adverse effect on Malaysia and its economy and consequently on the Group’s business, financial condition and results of operation. In addition, other adverse change in trends or a general economic slowdown as a result of changes in sovereign’s and the Issuer’s credit ratings, labour costs, inflation, interest rates, taxation or other political or economic developments in Malaysia could adversely affect the business, financial condition and results of operation of the Group and ultimately the ability of the Issuer to make the payments due under the Sukuk Murabahah and/or the AT1 Sukuk Mudharabah.”

6.2 Amendments to Section 4.2.5 (*Impact of re-imposition of capital controls*)

The second paragraph of Section 4.2.5 (*Impact of re-imposition of capital controls*) of the Information Memorandum is deleted in its entirety and replaced with the following:

“There can be no assurance that the Government will not re-impose these or other forms of capital controls in the future. If the Government re-imposes or introduces foreign exchange controls, investors may not be able to repatriate the proceeds of the sale of the Sukuk Murabahah and/or the AT1 Sukuk Mudharabah and profit and principal paid on the Sukuk Murabahah and/or the AT1 Sukuk Mudharabah from Malaysia for a specified period of time or may only be able to do so after paying a tax or levy.”

6.3 Amendments to Section 4.4.1 (*Perpetual tenure and Issuer's discretion to upsize the Sukuk Programme limit*)

Section 4.4.1 (*Perpetual tenure and Issuer's discretion to upsize the Sukuk Programme limit*) of the Information Memorandum is deleted in its entirety and replaced with the following:

“The Sukuk Programme has a perpetual tenure. Each Series of the Senior Sukuk Murabahah to be issued under the Sukuk Programme shall have a minimum tenure of one (1) year whereas each Series of the Subordinated Sukuk Murabahah shall have a minimum tenure of five (5) years. The Issuer shall have the option to upsize the Sukuk Programme limit provided that such upsizing will not result in any adverse impact on the ratings of the Sukuk Programme, subject to the lodgement of the required information and documents relating to the upsizing of the Sukuk Programme limit with the SC and compliance with all relevant requirements under Section B, Part 3, Chapter 6 of the LOLA Guidelines. No further consent is required to be obtained from the Sukuk Trustee, the Sukukholders or any other party under the Sukuk Programme for the Issuer to exercise the option to upsize the Sukuk Programme limit.”

6.4 Insertion of a new Section 4.6 (*Considerations relating to the AT1 Sukuk Mudharabah*)

A new Section 4.6 (*Considerations relating to the AT1 Sukuk Mudharabah*) is inserted before Section 4.7 (*General Consideration*), as follows:

“4.6 Considerations relating to the AT1 Sukuk Mudharabah

4.6.1 AT1 Sukuk Mudharabah are perpetual securities and investors have no right to require redemption

The AT1 Sukuk Mudharabah are perpetual and have no maturity date. The AT1 Sukukholders have no ability to require the Issuer to redeem their AT1 Sukuk Mudharabah whereas the Issuer can redeem the AT1 Sukuk Mudharabah in certain circumstances as described in Section 1.2 (*The Sukuk Programme*) of this Information Memorandum. However, the Issuer is under no obligation to redeem the AT1 Sukuk Mudharabah at any time. The ability of the Issuer to redeem AT1 Sukuk Mudharabah is subject to the Issuer obtaining the prior written consent of BNM on the redemption and satisfying the Redemption Conditions at the relevant time.

This means that AT1 Sukukholders have no ability to cash in their investment, except if the Issuer exercises its right to redeem the AT1 Sukuk Mudharabah or by selling their AT1 Sukuk Mudharabah. Also, there can be no guarantee that the Issuer will be able to obtain BNM consent or to meet the Redemption Conditions. AT1 Sukukholders who wish to sell their AT1 Sukuk Mudharabah may be unable to do so at a price at or above the amount they have paid for them, or at all, if insufficient liquidity exists in the market for the AT1 Sukuk Mudharabah.

4.6.2 Issuer's discretion to upsize the Sukuk Programme limit

The Issuer has the option to upsize the Sukuk Programme limit provided that such upsizing will not result in any adverse impact on the ratings of the Sukuk Programme. It is also subject to the lodgement of the required information and documents relating to the upsizing of the Sukuk Programme limit with the SC and compliance with all relevant requirements under Section B, Part 3, Chapter 6 of the LOLA Guidelines. No further consent is required to be obtained from the Sukuk Trustee, the AT1 Sukukholders or any other party under the Sukuk Programme for the Issuer to exercise the option to upsize the Sukuk Programme limit.

4.6.3 The Issuer may redeem the AT1 Sukuk Mudharabah under certain circumstances

The AT1 Sukuk Mudharabah are complex financial instruments. The treatment of the AT1 Sukuk Mudharabah remains unclear. Depending on how any uncertainties are resolved, there could be a potential impact on the AT1 Sukuk Mudharabah that may result in the Issuer having the option to exercise a call in respect of the AT1 Sukuk Mudharabah.

In relation to each Series of the AT1 Sukuk Mudharabah, the Issuer may exercise its Call Option to redeem any Series of the AT1 Sukuk Mudharabah (in whole or in part of such series) on the

relevant call date at the Dissolution Distribution Amount, subject to the Redemption Conditions being satisfied. In the event of a partial redemption of a Series of AT1 Sukuk Mudharabah, AT1 Sukukholders shall continue to receive Periodic Distributions at the applicable Distribution Rate for the unredeemed portion of such Series of AT1 Sukuk Mudharabah. The terms of the Call Option (including the relevant call date(s) and the Dissolution Distribution Amount) shall be determined prior to each issuance of the AT1 Sukuk Mudharabah and shall be set out in the relevant pricing supplement for AT1 Sukuk Mudharabah issuance, if applicable, or any other relevant issuance documents disclosing the terms and conditions of the relevant Series of the AT1 Sukuk Mudharabah to be issued.

A Call Option feature is likely to limit the market value of AT1 Sukuk Mudharabah. During any period when the Issuer may elect to redeem AT1 Sukuk Mudharabah, the market value of those AT1 Sukuk Mudharabah generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The Issuer may early redeem the relevant Series of AT1 Sukuk Mudharabah when its cost of borrowing is lower than the Distribution Rate on the AT1 Sukuk Mudharabah. At those times and depending on market conditions, an investor generally may not be able to reinvest the redemption proceeds at an effective profit rate that is equal to the Distribution Rate on the AT1 Sukuk Mudharabah being redeemed and may only be able to do so at a lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The Issuer may also, at its option, exercise Regulatory Redemption and Tax Redemption to redeem any Series of the AT1 Sukuk Mudharabah (in whole or in part of such Series), if there is any occurrence of a Regulatory Event or a Tax Event, subject to the Redemption Conditions being satisfied.

The redemption of one Series of the AT1 Sukuk Mudharabah pursuant to Call Option, Regulatory Redemption or Tax Redemption shall not trigger the redemption of other Series of the AT1 Sukuk Mudharabah.

The Call Option, Regulatory Redemption and Tax Redemption for the AT1 Sukuk Mudharabah are as set out in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*).

4.6.4 Shariah Compliance

Notwithstanding the approval of the Shariah Adviser, case law in Malaysia indicates that the courts in Malaysia may still examine the issue of whether there has been compliance with Shariah and if held to be non-Shariah compliant, the recoverability of the profit element under the AT1 Sukuk Mudharabah may be affected. No assurance can be given that the approvals of the Shariah Adviser will not be subject to challenge on grounds that the AT1 Sukuk Mudharabah is not Shariah-compliant.

The Shariah Adviser has issued a pronouncement confirming, among others, that the structure and mechanism of the AT1 Sukuk Mudharabah are Shariah-compliant as of the date of such pronouncement. However, there can be no assurance that the structure and mechanism of the AT1 Sukuk Mudharabah will be deemed to be Shariah-compliant by any other Shariah board or Shariah scholar. Potential investors should obtain their own independent Shariah advice as to the Shariah compliance of among others, the structure and mechanism of the AT1 Sukuk Mudharabah. No representation, warranty or undertaking, express or implied, is given by the Issuer, the Principal Adviser, Lead Arranger and Lead Manager as to the status of the AT1 Sukuk Mudharabah's compliance with Shariah principles and the Issuer, the Principal Adviser, Lead Arranger and the Lead Manager shall not be liable for any consequences of such reliance and/or assumption of any such compliance.

4.6.5 AT1 Sukuk Mudharabah may not be a suitable investment for all investors

Each potential investor in any AT1 Sukuk Mudharabah must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant AT1 Sukuk Mudharabah, the merits and risks of investing in the relevant AT1 Sukuk Mudharabah and the information contained or incorporated by reference in this Information Memorandum or any applicable pricing supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, investment in the relevant AT1 Sukuk Mudharabah and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant AT1 Sukuk Mudharabah, including where the currency for principal or Periodic Distribution is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant AT1 Sukuk Mudharabah and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

4.6.6 Investors should pay attention to any modification and waivers

The terms and conditions of the AT1 Sukuk Mudharabah contain provisions for calling meetings of AT1 Sukukholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all AT1 Sukukholders, including AT1 Sukukholders who did not attend and vote at the relevant meeting and AT1 Sukukholders who voted in a manner contrary to the majority.

4.6.7 Change of law

The terms and conditions of the AT1 Sukuk Mudharabah are based on Malaysian law in effect as at the date of this Information Memorandum. No assurance can be given as to the impact of any possible judicial decision or change in Malaysian law, or administrative practice after the date of this Information Memorandum.

4.6.8 The secondary market generally

There is no existing market for any AT1 Sukuk Mudharabah and there can be no assurances that a secondary market for the AT1 Sukuk Mudharabah will develop, or if a secondary market does develop, that it will provide the AT1 Sukukholders with liquidity of investment or that it will continue for the life of the AT1 Sukuk Mudharabah. Therefore, investors may not be able to sell their AT1 Sukuk Mudharabah easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for AT1 Sukuk Mudharabah that are sensitive to Profit Rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. The AT1 Sukuk Mudharabah generally would have a more limited secondary market and higher price volatility than conventional debt securities.

No assurance can be given as to the liquidity of, or trading market for, any AT1 Sukuk Mudharabah and an investor in such AT1 Sukuk Mudharabah must be prepared to hold such AT1 Sukuk Mudharabah for an indefinite period of time. Historically, the market for debt securities by South East Asian issuers has been subject to disruptions that have caused substantial volatility in the prices of such securities. There can be no assurance that the market for any AT1 Sukuk Mudharabah will not be subject to similar disruptions. Any such disruption may have an adverse effect on the AT1 Sukukholders.

4.6.9 The AT1 Sukuk Mudharabah may be written-off upon breach of common equity tier 1 capital ratio

If the CET1 Capital Ratio of the Issuer (consolidated or entity level) falls below 5.125%, the Issuer shall, without the need for the consent of the Sukuk Trustee or the AT1 Sukukholders, write-off the AT1 Sukuk Mudharabah (in whole or in part). The aggregate amount of AT1 Sukuk Mudharabah to be written-off must be at least the amount required to restore the Issuer's and the consolidated Maybank Group's CET1 Capital Ratio to at least 5.75%. If this is not possible, then the full principal value of the AT1 Sukuk Mudharabah will be written-off.

Such write-off shall not constitute an AT1 Enforcement Event, nor would it trigger a cross-default in the Issuer's other financing documents.

As there is no precedent for the application of such write-off requirement in respect of a financial institution in Malaysia, there is uncertainty as to the manner in which such requirement would be applied and the results thereof. AT1 Sukukholders should note that any amount that is written-off upon the occurrence of such event in accordance with the terms of the AT1 Sukuk Mudharabah is permanent and will not be restored under any circumstances, even after the CET1 Capital Ratio is restored to at least 5.75%. Accordingly, there is a potential risk that an investor of the AT1 Sukuk Mudharabah will lose all or some of his investment and will not receive a full or any return of the principal amount or any unpaid amounts due under the AT1 Sukuk Mudharabah should the requirement be applied. For the avoidance of doubt, the Issuer, the Lead Arranger and the Sukuk Trustee are not liable for any liabilities arising upon the Issuer's CET1 Capital Ratio (consolidated or entity level) falling below 5.125%.

4.6.10 Non-Viability Loss Absorption Event in relation to the AT1 Sukuk Mudharabah

The purpose of Basel III rules is to ensure greater stability of the financial institutions by requiring them to hold more capital to serve as a buffer against losses and reduce the likelihood of bank failures, and, ultimately, government intervention. The Basel III rules are intended to ensure that all classes of capital instruments can, as fully as possible, absorb losses at the point in time of non-viability.

The Capital Adequacy Framework (Capital Components) issued on 2 February 2018 by BNM ("**Capital Adequacy Framework**") requires the terms and conditions of all Tier 1 and Tier 2 capital instruments issued from 1 January 2013 onwards to contain features that ensure loss absorbency at the point of non-viability. All Tier 1 and Tier 2 capital instruments shall have a provision that requires such instruments to be either written-off in whole or in part or converted in whole or in part into ordinary shares upon the occurrence of a Trigger Event.

Under the terms of the Sukuk Programme, following the occurrence of the Trigger Event, whichever is earlier:

- (i) BNM and PIDM have notified the Issuer in writing that they are of the opinion that a write-off of the AT1 Sukuk Mudharabah, together with the conversion or write-off of any other Tier 2 instruments and Tier 1 instruments which, pursuant to their terms or by operation of law, are capable of being converted into equity, is necessary, without which the Issuer would cease to be viable; or
- (ii) BNM and PIDM publicly announces that a decision has been made by BNM, PIDM or any other federal or state government in Malaysia, to provide a capital injection or equivalent support to the Issuer, without which the Issuer would cease to be viable,

BNM shall have the option to require the entire principal outstanding or such portion thereof and all other amount owing under the AT1 Sukuk Mudharabah be written off, and if BNM elects to exercise such option, subject to and as of the date of the occurrence of the Trigger Event, each of the AT1 Sukukholders shall irrevocably waive its right to receive repayment of the principal amount of the AT1 Sukuk Mudharabah and also irrevocably waives its right to any Periodic Distribution (including Periodic Distribution accrued but unpaid up to the date of the occurrence of a Trigger Event).

Based on the Capital Adequacy Framework, in assessing whether a financial institution would cease to be viable, BNM may consider, among others, whether any of the following circumstances exist in respect of the financial institution:

- (a) the financial institution fails to follow any directive of compliance issued by BNM, which is necessary to preserve or restore its financial soundness;
- (b) the financial institution fails to meet all or any of its financial obligations as they fall due, that may significantly impair its capital position;
- (c) the capital of the financial institution has reached a level or is eroding in a manner that may detrimentally affect its depositors, creditors or the public, and the financial institution is unable to recapitalise on its own;
- (d) the financial institution's assets are insufficient to provide protection to its depositors and creditors;
- (e) the financial institution has lost the confidence of depositors and the public; or
- (f) any other state of affairs exists in respect of the financial institutions that would put the interest of the depositors or creditors of the financial institution at risk.

For the avoidance of doubt:

- (i) upon the occurrence of a Trigger Event as described under (i) or (ii) above, where the Issuer is required by BNM to write off or convert a portion of all the Tier 2 instruments and Tier 1 instruments of the Issuer which, pursuant to their terms or by operation of law, are capable of being converted into equity or written off at that time, the Issuer shall first convert or write off the relevant Tier 1 instruments, to be followed by the write off or conversion of the relevant Tier 2 instruments on a pari passu basis.
- (ii) such write off shall not constitute an AT1 Enforcement Event, nor would it trigger a cross-default in the Issuer's other financing documents. A Trigger Event shall be deemed to have occurred on the day on which the Issuer received the notification from the BNM where the Issuer shall immediately inform the Sukuk Trustee and RAM of the same.

Upon the occurrence of a Trigger Event, there is a real risk that an investor in the AT1 Sukuk Mudharabah will lose some or all of its investments and will not receive a full return of the principal amount or any unpaid amounts due under the Subordinated Sukuk Murabahah. The Issuer, Principal Adviser, Lead Arranger and Sukuk Trustee are not liable for any liabilities arising upon the occurrence of a Trigger Event.

4.6.11 No equity conversion for the AT1 Sukuk Mudharabah

An investor of the AT1 Sukuk Mudharabah will only receive cash if a Periodic Distribution is made or the AT1 Sukuk Mudharabah are redeemed. The AT1 Sukuk Mudharabah shall not entitle the AT1 Sukukholders to receive any form of equity interest in the Issuer at any point in time and the Issuer is not obliged to allot or issue any shares to or for the account of the AT1 Sukukholders upon the occurrence of a Trigger Event or otherwise. The AT1 Sukukholders shall not be entitled to participate in any distributions or entitlements to the Issuer's shareholders or to attend or vote at any general meeting of the Issuer.

4.6.12 The Periodic Distribution of the AT1 Sukuk Mudharabah are discretionary, non-cumulative and may be cancelled

The Issuer may, at its sole discretion and without prior notice to the AT1 Sukukholders, taking into account its specific financial and solvency condition (including insufficient income to pay the Periodic Distributions), elect to cancel any payment of Periodic Distribution, in whole or in part, on a non-cumulative basis. The Issuer may make such election for any reason. Any Periodic Distribution that has been cancelled shall be no longer due and payable at any time thereafter by the Issuer and shall not accrue thereafter, whether in a winding up situation or otherwise. Cancellation of a Periodic Distribution shall not constitute an AT1 Enforcement Event and does not entitle the AT1 Sukukholders to petition for the insolvency or Winding-up of the Issuer.

In addition, the Issuer will not be obliged to pay, and will not pay, any Periodic Distribution if the Issuer has insufficient Distributable Reserves. As both an operating company and a holding company, the level of the Issuer's Distributable Reserves is affected by a number of factors, principally its ability to remain profitable from its operations and to receive funds, directly or indirectly, from its operating subsidiaries in a manner which creates Distributable Reserves for the Issuer. Consequently, the Issuer's future Distributable Reserves, and therefore its ability to make Periodic Distributions, are a function of its existing Distributable Reserves, future profitability and the ability to distribute dividend or profits from its operating subsidiaries up to the Issuer. In addition, the Issuer's Distributable Reserves may also be reduced by the servicing of more senior instruments.

The Issuer's Distributable Reserves, and therefore its ability to make Distributions, may be adversely affected by:

- the performance of the Issuer's business in general;
- factors affecting its financial position (including capital and leverage);
- the economic environment in which the Group operates; and
- other factors outside of the Issuer's control.

In addition, adjustments to earnings, as determined by the Board, may fluctuate significantly and may materially adversely affect Distributable Reserves.

The level of the Issuer's Distributable Reserves may be further affected by changes in regulation or the requirements and expectations of applicable regulatory authorities. Any such potential changes could adversely affect the Issuer's Distributable Reserves in the future.

Further, the ability of the Issuer's subsidiaries to pay dividends and the Issuer's ability to receive distributions and other payments from its investments in other entities is subject to applicable local laws and other restrictions, including their respective regulatory, capital and leverage requirements, statutory reserves, financial and operating performance and applicable tax laws. These laws and restrictions could limit the payment of dividends, distributions and other payments to the Issuer by its subsidiaries, which could in time restrict the Issuer's ability to fund other operations or to maintain or increase its Distributable Reserves.

If the Issuer does not make a Periodic Distribution payment on the relevant Periodic Distribution Date (or if the Issuer elects to make a payment of a portion, but not all, of such Periodic Distribution), such non-payment or part-payment shall serve as evidence of the Issuer's exercise of its discretion to cancel such Periodic Distribution (or the portion of such Periodic Distribution not paid), and accordingly, such Periodic Distribution (or the portion thereof not paid) shall not be due and payable.

No AT1 Sukukholders shall have any claim whatsoever in respect of any Periodic Distribution or part thereof cancelled and/or not due or payable. Accordingly, such cancelled Periodic Distribution or part thereof shall not accrue or accumulate for the benefit of the AT1 Sukukholders or entitle the AT1 Sukukholders to any claim in respect thereof against the Issuer.

If, on any Periodic Distribution Date, payment of Periodic Distributions scheduled to be made on such date is not made by reason of this clause, the Distribution Stopper (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)) shall be applicable.

If Periodic Distributions are not paid for whatever reason, the AT1 Sukuk Mudharabah may trade at a lower price. If an AT1 Sukukholder sells his AT1 Sukuk Mudharabah during such a period, he may not receive the same return on investment as an AT1 Sukukholder who continues to hold his AT1 Sukuk Mudharabah until Periodic Distributions are resumed.

4.6.13 The Issuer's obligations under the AT1 Sukuk Mudharabah are subordinated

The AT1 Sukuk Mudharabah constitute direct and unsecured obligations of the Issuer and subordinated in right and priority of payment, to the extent and in the manner provided in the AT1 Sukuk Mudharabah, ranking pari passu among themselves. Subject to the insolvency laws in Malaysia and other applicable laws, the AT1 Sukuk Mudharabah will, in the event of a winding up or liquidation of the Issuer, be subordinated in right of payment to the Senior Creditors (as defined in Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*)), except in each case to those liabilities which by their terms rank equally in right of payment with or are subordinated to the AT1 Sukuk Mudharabah. In the event of a shortfall of funds on a winding-up of the Issuer, there is a real risk that an investor in AT1 Sukuk Mudharabah will lose some or all of its investments and will not receive a full return of the principal amount or any unpaid amounts due under the AT1 Sukuk Mudharabah. Further, the AT1 Sukuk Mudharabah will not be the obligations or responsibilities of any other person other than the Issuer and shall not be the obligations or responsibilities of any of the Issuer's subsidiaries or affiliates or any other person involved or interested in the AT1 Sukuk Mudharabah. None of such persons will accept any liability whatsoever to the AT1 Sukukholders in respect of any failure by the Issuer to pay any amount due under the AT1 Sukuk Mudharabah.

4.6.14 Limited remedies for non-payment and/or other breaches under the AT1 Sukuk Mudharabah

The AT1 Sukuk Mudharabah, being Tier 1 capital securities, do not provide for any enforcement events which would ordinarily under other securities issues trigger a right to accelerate the securities. If the Issuer defaults on the payment of any amount due and payable on the AT1 Sukuk Mudharabah, the AT1 Sukukholders may only institute a proceeding in Malaysia for the Winding-up of the Issuer. The AT1 Sukukholders will have no right to accelerate payment of the AT1 Sukuk Mudharabah in the case of default in payment or failure to perform a covenant under the Transaction Documents except as they may be so permitted under the terms and conditions of the AT1 Sukuk Mudharabah as detailed at Section 2.0 (*Principal Terms and Conditions of the Sukuk Programme*).

4.6.15 Investment in the AT1 Sukuk Mudharabah is subject to Profit Rate risk and inflation risk and market value of the AT1 Sukuk Mudharabah may be subject to fluctuation

Trading prices of the AT1 Sukuk Mudharabah may be influenced by numerous factors, including the operating results and/or financial condition of the Issuer, political, economic and any other factors that can affect the capital markets. Any adverse economic developments could have an effect on the market value of the AT1 Sukuk Mudharabah.

AT1 Sukukholders would have an anticipated rate of return based on expected inflation rates on the purchase of the AT1 Sukuk Mudharabah. An unexpected increase in inflation could reduce the actual return.

Prices of the AT1 Sukuk Mudharabah may fluctuate due to movements in rates of return. Investment in the AT1 Sukuk Mudharabah involves the risk that subsequent changes in market rates of return may adversely affect the value of the AT1 Sukuk Mudharabah. Generally, a rise in rates of return may cause a fall in the AT1 Sukuk Mudharabah prices. The AT1 Sukuk Mudharabah may be similarly affected resulting in a capital loss for AT1 Sukukholders. AT1 Sukukholders may suffer unforeseen losses due to fluctuations in Profit Rates.

4.6.16 Credit ratings may not reflect all risks

RAM has assigned a rating of AA₃ for the AT1 Sukuk Mudharabah, which is subject to rating reviews by RAM annually. The ratings may not reflect the potential impact of all risks related to the structure, market, additional factors discussed above, and other factors that may affect the value of the AT1 Sukuk Mudharabah. A credit rating is not a recommendation to buy, sell or hold securities and may be suspended, downgraded or withdrawn by the rating agency at any time. Any downgrade or withdrawal of a rating may have an adverse effect on the liquidity and market price of the AT1 Sukuk Mudharabah but would not constitute an AT1 Enforcement Event or an event obliging the Issuer to redeem the AT1 Sukuk Mudharabah.

4.6.17 No limitation on raising of additional senior and/or subordinated borrowings/indebtedness

The Issuer may from time to time raise additional senior and/or subordinated indebtedness, which confers greater rights for the holders/creditors thereof (including but not limited to acceleration rights). The raising of any such further borrowings/indebtedness may reduce the amount recoverable by the AT1 Sukukholders on a Winding-up of the Issuer. In the Winding-up of the Issuer and after payment of the claims of Senior Creditors, there may not be a sufficient amount to satisfy the amounts owing to the AT1 Sukukholders. In line with BNM's guidelines which state that there should be no restrictive covenants for the AT1 Sukuk Mudharabah, there will be no limitation imposed on the Issuer under the AT1 Sukuk Mudharabah to incur further borrowings/indebtedness. The creation and issue of further senior and/or AT1 Sukuk Mudharabah or raising of further borrowings/indebtedness shall not require the consent of the AT1 Sukukholders. Any such further borrowings/indebtedness may reduce the amount recoverable by the AT1 Sukukholders in the event of dissolution or Winding-up of the Issuer.

4.6.18 The Issuer's ability to meet its obligations under the AT1 Sukuk Mudharabah

The AT1 Sukuk Mudharabah constitute direct and unsecured obligations of the Issuer and are payable out of the business operations of the Issuer and thus will not be the obligations or responsibilities of any person other than the Issuer. The ability of the Issuer to meet its obligations to pay the nominal value of the AT1 Sukuk Mudharabah will be largely dependent on the revenue generated by its operations."

6.5 Amendments to existing Section 4.6 (General Consideration)

Section 4.6 (*General Consideration*) shall be renumbered as Section 4.7 (General Consideration) and all the subsequent sub-sections shall be renumbered accordingly.

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7.0 AMENDMENTS TO SECTION 14.0 (OTHER MATERIAL INFORMATION)

7.1 Amendments to Section 14.5(i)(d) (*Maybank IB*)

Section 14.5(i)(d) (*Maybank IB*) of the Information Memorandum is deleted in its entirety and replaced with the following:

“(d) the Sukuk Murabahah and AT1 Sukuk Mudharabah may be issued by way of direct/private placement, bought deal, book-running or book-building basis whereby pricing of the Sukuk Murabahah and the AT1 Sukuk Mudharabah will be market driven; and”

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APPENDIX I
REVISED PTC

1.03 Details of Facility / Programme

- (1) **Name of facility** : Sukuk programme of up to RM10.0 billion in nominal value (“**Sukuk Programme**”):
- (i) under the Shariah principle of Murabahah (via Tawarruq arrangement) for the issuance of Subordinated Sukuk Murabahah (as defined in paragraph ‘Facility Description’) and Senior Sukuk Murabahah (as defined in paragraph ‘Facility Description’); and
 - (ii) under the Shariah principle of Mudharabah for the issuance of AT1 Sukuk Mudharabah (as defined in paragraph ‘Facility Description’).
- (2) **Issuance type** : Programme.
- (3) **Shariah principles** : (i) Murabahah (via Tawarruq arrangement) for the issuance of Subordinated Sukuk Murabahah and Senior Sukuk Murabahah; and
- (ii) Mudharabah for the issuance of AT1 Sukuk Mudharabah.
- (4) **Facility description** : Sukuk programme of up to RM10.0 billion in nominal value under the Shariah principle of Murabahah (via Tawarruq arrangement), for the issuance of subordinated Sukuk (“**Subordinated Sukuk Murabahah**”) and senior Sukuk (“**Senior Sukuk Murabahah**”) and under the Shariah principle of Mudharabah for the issuance of additional Tier 1 sukuk (“**AT1 Sukuk Mudharabah**”) from time to time. The Subordinated Sukuk Murabahah and Senior Sukuk Murabahah are collectively referred to as the “**Sukuk Murabahah**”.

The Subordinated Sukuk Murabahah is a Tier-2 capital instrument and the AT1 Sukuk Mudharabah is an additional Tier 1 capital instrument, where both shall comply with Bank Negara Malaysia’s (“**BNM**”) Capital Adequacy Framework (Capital Components) issued on 2 February 2018 in relation to requirements of a Tier 2 capital instrument and an additional Tier 1 capital instrument, respectively.

The Shariah principles of Murabahah (via Tawarruq arrangement) and Mudharabah are Shariah principles and concepts approved by the Securities Commission Malaysia (“**SC**”) Shariah Advisory Council (“**SAC**”).

Underlying Transaction

Murabahah (via Tawarruq arrangement) in relation to the Sukuk Murabahah

1. The Sukuk trustee (“**Sukuk Trustee**”), on behalf of the holders of the Subordinated Sukuk Murabahah (“**Subordinated Sukukholders**”) or Senior Sukuk Murabahah (“**Senior Sukukholders**”)(as the case may be)(collectively, “**Sukukholders**”), and the Facility Agent shall enter into an agreement (“**Agency Agreement**”), pursuant to which the Facility Agent is appointed as the agent of the Sukukholders (in such capacity, the “**Agent**”) for the purchase and sale of Shariah-compliant Commodities (as defined in paragraph ‘Other terms and conditions – Identified assets’).
2. Pursuant to a commodity Murabahah master agreement (“**Commodity Murabahah Master Agreement**”) to be entered into between the Issuer (as “**Purchaser**”), the Agent and the Sukuk Trustee, the Purchaser shall, from time to time, issue a purchase order (“**Purchase Order**”) to the Agent, in relation to a proposed series of Sukuk Murabahah. In the Purchase Order, the Purchaser will request the Agent to purchase the Commodities specified in such Purchase Order and will irrevocably undertake, based on a unilateral binding promise, to purchase such Commodities from the Sukukholders via the Agent, at the Deferred Sale Price (as defined below).
3. Based on the Purchase Order and pursuant to an agreement (“**CTP Purchase Agreement**”) entered into between the Agent and the Commodity Trading Participant (“**CTP**”), the Agent appoints the CTP to purchase, on a spot basis, the Commodities from commodity vendor(s) in the Bursa Suq Al-Sila’ commodity market at a purchase price which shall be an amount equivalent to the proceeds for the respective series (“**Purchase Price**”).
4. The Issuer shall then issue the Sukuk Murabahah whereby the proceeds thereof shall be used to pay the Purchase Price. The Sukuk Murabahah shall evidence, amongst others, the Sukukholders’ ownership of the Commodities and subsequently once the Commodities are sold to the Purchaser, the Sukukholders’ entitlement to receive the sale price which shall be the Purchase Price plus the Profit Margin (as defined below) (“**Deferred Sale Price**”).

“**Periodic Profit Payment**” means in relation to each series of the Sukuk Murabahah with Periodic Profit Payment, the amount of profit payable by the Issuer to the relevant Sukukholders in respect of such series of Sukuk Murabahah on each periodic profit payment date of which the amount shall be calculated based on the Profit Rate (as defined in paragraph ‘Other

terms and conditions – Profit/ coupon/ rental payment rate’).

“**Profit Margin**” for a particular issuance is an amount calculated based on any of the following, as applicable:

- (a) in the case of Sukuk Murabahah with Periodic Profit Payment and issued at par, the aggregate of the Periodic Profit Payment;
- (b) in the case of Sukuk Murabahah with Periodic Profit Payment and issued at discount, the aggregate of the Periodic Profit Payment and the discounted amount;
- (c) in the case of Sukuk Murabahah with Periodic Profit Payment and issued at premium, the aggregate of the Periodic Profit Payment less the premium amount; and
- (d) in the case of Sukuk Murabahah without Periodic Profit Payment and issued at discount, the discounted amount,

provided that for (1) any series of Sukuk Murabahah with no Reset Feature (as defined in paragraph ‘Other terms and conditions – Profit/coupon/rental payment rate’) and with Periodic Profit Payment where the Profit Rate is a floating rate and (2) any series of Subordinated Sukuk Murabahah which has a Reset Feature, for the purposes of calculating the aggregate Periodic Profit Payment in determining the Deferred Sale Price, the profit rate shall be based on the Maximum Profit Rate (as defined in paragraph ‘Other terms and conditions – Profit/ coupon/ rental payment rate’). For the avoidance of doubt, in respect of any Sukuk Murabahah with no Reset Feature where the profit rate is a fixed rate, for the purposes of calculating the aggregate Periodic Profit Payment in determining the Deferred Sale Price, the profit rate shall be the Fixed Profit Rate (as defined in paragraph ‘Other terms and conditions – Profit/ coupon/ rental payment rate’).

The Sukukholders agree to grant Ibra' of an amount equivalent to the difference, if any, between the Periodic Profit Payment calculated based on the Maximum Profit Rate and the Periodic Profit Payment calculated based on the Initial Profit Rate (as defined in paragraph ‘Other terms and conditions – Profit/ coupon/ rental payment rate’) or the Reset Profit Rate (as defined in paragraph ‘Other terms and conditions – Profit/ coupon/ rental payment rate’) (as the case may be). The Ibra' shall be granted if the Initial Profit Rate or the Reset Profit Rate (as the case may be) is lower than the Maximum Profit Rate. If the Initial Profit Rate or the Reset Profit Rate (as the case may

be) is higher than the Maximum Profit Rate, the Issuer shall be obliged to make Periodic Profit Payment at the Maximum Profit Rate only. For the avoidance of doubt, the Maximum Profit Rate is not applicable for a series of Sukuk Murabahah with no Reset Feature where the profit rate is a fixed rate.

5. Thereafter, pursuant to a sale and purchase agreement (“**Sale and Purchase Agreement**”), the Agent (acting as wakeel to the Sukukholders) shall sell the Commodities to the Purchaser at the Deferred Sale Price.
6. Upon completion of such purchase, pursuant to a sale agreement (“**CTP Sale Agreement**”) entered into between the Purchaser and the CTP, the Purchaser appoints the CTP to sell the Commodities to Bursa Malaysia Islamic Services Sdn Bhd (“**Commodity Buyer**”) on a spot basis for an amount equal to the Purchase Price. The CTP (on behalf of the Purchaser) will directly sell the Commodities to the Commodity Buyer upon notice by the Agent that the Sale and Purchase Agreement has been executed and receipt of the sale instruction issued by the Purchaser. Proceeds raised from such sale of Commodities will be remitted to the Issuer.
7. During the tenure of the respective series of Sukuk Murabahah, the Purchaser shall make the following payments to the Sukukholders of such series:
 - (a) in the case of Sukuk Murabahah with Periodic Profit Payment, Periodic Profit Payment (forming part of the Deferred Sale Price) on the Periodic Payment Dates (as defined in paragraph ‘Call option and details’) of the applicable series of Sukuk Murabahah; and
 - (b) final payment of the outstanding Deferred Sale Price on the date of maturity of the applicable series of Sukuk Murabahah (“**Maturity Date**”).

Upon the declaration of a Murabahah Enforcement Event (as defined in paragraph ‘Events of default or enforcement events’) (in the case of the Subordinated Sukuk Murabahah) or Event of Default (as defined in paragraph ‘Events of default or enforcement events’) (in the case of the Senior Sukuk Murabahah), the Purchaser shall pay all outstanding Deferred Sale Price as a final settlement of the same (subject to the Ibra’, where applicable) for the redemption of the Sukuk Murabahah whereupon the redeemed Sukuk Murabahah shall be cancelled.

Mudharabah in relation to the AT1 Sukuk Mudharabah

1. Under the Mudharabah transaction, Maybank (as the “**Mudharib**”) shall enter into a master Mudharabah agreement (“**Master Mudharabah Agreement**”) with the Sukuk Trustee, acting for and on behalf of the holders of the AT1 Sukuk Mudharabah (“**AT1 Sukukholders**”) (as the “**Rabbulmal**”), under which the parties may, from time to time, enter into Mudharabah agreements (each a “**Mudharabah Agreement**”).

Pursuant to the Master Mudharabah Agreement, the AT1 Sukukholders via the Sukuk Trustee, shall from time to time provide capital to Maybank (as Mudharib) for the purpose of the AT1 Sukukholders’ investment in the identified venture. The venture (“**Mudharabah Venture**”) herein shall be investment in:

- (i) funding Maybank’s investments in Ringgit-denominated and foreign currency-denominated Islamic financial instruments approved by BNM’s Shariah Advisory Council or the SC’s SAC;
 - (ii) funding of Islamic business activities of Maybank’s subsidiaries and overseas branches; and
 - (iii) any other Shariah-compliant business activities of Maybank,
- (each a “**Shariah-compliant Investment**”).

The returns from the above investments and/or activities may be used to fund the payment of the Periodic Distributions (as defined in paragraph ‘Other terms and conditions – Profit/ coupon/ rental payment rate’) of the AT1 Sukuk Mudharabah.

The Mudharabah Venture can be valued based on the market value of the Shariah-compliant Investment or such other method acceptable to the Shariah Adviser.

Pursuant to the Mudharabah Agreement, throughout the tenure of the AT1 Sukuk Mudharabah, the Mudharib may at its discretion substitute any of the identified investment/asset of the Mudharabah Venture of a particular series of outstanding AT1 Sukuk Mudharabah with a different investment/asset acceptable to the Shariah Adviser. The replacement investment/asset will be identified at the relevant time. The Mudharib shall issue a letter of notification to the Sukuk Trustee, to notify the Sukuk Trustee of such substitution.

2. The AT1 Sukukholders shall participate in the relevant Mudharabah Venture by subscribing to the AT1 Sukuk Mudharabah to be issued by Maybank as the Issuer pursuant to the Sukuk Programme.
3. (3a) Proceeds from the AT1 Sukuk Mudharabah shall represent 100% of the AT1 Sukukholders' capital contribution in the said Mudharabah Venture.

(3b) The Mudharib shall have the absolute entrepreneurial authority to manage the Mudharabah Venture and administer the collection of income from the relevant Mudharabah Venture in accordance with the terms and conditions of the Mudharabah Agreement.
4. Maybank shall subsequently make a declaration of trust over the undivided rights and entitlements of the AT1 Sukukholders under the relevant Mudharabah Venture for the benefit of the AT1 Sukukholders and itself. The AT1 Sukuk Mudharabah represents the AT1 Sukukholders' undivided proportionate beneficial interests in the Mudharabah Venture including any funds held by the Mudharib on account of the AT1 Sukukholders.
5. (5a) Income generated from the relevant Mudharabah Venture will be shared between the Rabbulmal and the Mudharib according to a pre-agreed profit-sharing ratio of 95:5 (Rabbulmal:Mudharib) while losses will be borne solely by the Rabbulmal. During the tenure of the AT1 Sukuk Mudharabah, the Mudharib's share of income can only be utilized by the Mudharib for the Mudharib's Shariah-compliant business activities including any of the Shariah-compliant Investment as listed under Step 1 of the Mudharabah transaction in relation to the AT1 Sukuk Mudharabah.

Each Mudharabah Agreement will contain terms for the Periodic Distributions derived from the distributable income generated from the relevant Mudharabah Venture for each agreed period up to the Expected Periodic Distribution Amount (as defined in paragraph 'Other terms and conditions – Profit/ coupon/ rental payment rate').

Unless a non-payment event pursuant to the 'Limitation on Payment' clause occurs, the Periodic Distribution will be distributed on

each Periodic Distribution Date (as defined in paragraph ‘Call option and details’). Any Periodic Distribution that has been cancelled, in whole or in part, pursuant to the ‘Limitation on Payment’ clause, shall not be due and payable.

- (5b) Under the relevant Mudharabah Venture, the AT1 Sukukholders have agreed upfront that they shall receive income generated from the relevant Mudharabah Venture up to the Expected Periodic Distribution Amount. Any excess income from the relevant Mudharabah Venture shall be retained by Maybank as a reserve (“**Reserve**”). During the tenure of the AT1 Sukuk Mudharabah, the Reserve can be utilized by the Mudharib for the Mudharib’s Shariah-compliant business activities including any of the Shariah-compliant Investment as listed under Step 1 of the Mudharabah transaction in relation to the AT1 Sukuk Mudharabah provided that the Mudharib shall re-credit such amount when there is a Profit Shortfall (as defined below) on a Periodic Distribution Date and to the extent of such Profit Shortfall. Upon dissolution of the relevant Mudharabah Venture pursuant to the redemption of the AT1 Sukuk Mudharabah, declaration of an AT1 Enforcement Event (as defined in paragraph ‘Events of default or enforcement events’) and/or write-off of the AT1 Sukuk Mudharabah in full, all outstanding amount utilized by the Mudharib which has yet to be re-credited, will be re-credited into the Reserve. Balance in the Reserve (including any amount re-credited by the Mudharib) will be given to the Mudharib as an incentive fee upon dissolution of the Mudharabah Venture.

On each Periodic Distribution Date, subject to the ‘Limitation on Payment’ and the ‘Distributable Reserves’ clauses, in the event the income generated are insufficient to pay Periodic Distribution up to the Expected Periodic Distribution Amount, the Mudharib (i) shall utilize any amount available in the Reserve (including any amount re-credited by the Mudharib) to cover the shortfall between such Expected Periodic Distribution Amount and the income generated (“**Profit Shortfall**”); and/or (ii) may at its sole discretion provide a gift (hibah) (“**Hibah**”) to the Sukuk Trustee (on

behalf of the AT1 Sukukholders) of up to an amount sufficient to make up the Profit Shortfall (adjusted accordingly pursuant to any utilization of the Reserve as referred to in (i) above, if applicable) in order to enable Maybank to make payment in full of the said Periodic Distribution. In the event (i) there is any remaining amount of Profit Shortfall which remains unpaid after the provision of Hibah at the sole discretion of the Mudharib; or (ii) if the Mudharib decides not to provide any Hibah on the Profit Shortfall, such part of the Periodic Distribution shall be deemed cancelled pursuant to the ‘Limitation on Payment’ clause and accordingly, such cancellation of the Periodic Distribution and non-payment of Hibah shall not constitute an AT1 Enforcement Event.

6. (6a) Maybank (as the “**Obligor**”) shall issue a master purchase undertaking (“**Purchase Undertaking**”) to the Sukuk Trustee (acting for and on behalf of the AT1 Sukukholders), where the Obligor undertakes to purchase the AT1 Sukukholders’ interests in the relevant Mudharabah Venture from the Sukuk Trustee (acting for and on behalf of the AT1 Sukukholders) at the Exercise Price (as defined below) upon the declaration of an AT1 Enforcement Event in accordance with the agreed terms. The purchase of all the AT1 Sukukholders’ undivided beneficial interests in the relevant Mudharabah Venture would lead to dissolution of the said venture.
- (6b) The Sukuk Trustee (for and on behalf of the AT1 Sukukholders) shall issue a master sale undertaking (“**Sale Undertaking**”), where the Sukuk Trustee (for and on behalf of the AT1 Sukukholders) undertake to sell the AT1 Sukukholders’ interests in the relevant Mudharabah Venture to the Issuer at the Exercise Price, upon redemption of the AT1 Sukuk Mudharabah pursuant to the exercise of early redemption pursuant to the Call Option (as described in paragraph ‘Call option and details’), early redemption pursuant to the Regulatory Redemption (as described in paragraph ‘Provisions on early redemption’) or early redemption pursuant to the Tax Redemption (as described in paragraph ‘Provisions on early redemption’), in accordance with the agreed terms.

The Exercise Price calculated in accordance with the agreed formula described below shall be the sum payable by Maybank to the AT1 Sukukholders pursuant to the relevant redemption events and/or declaration of an AT1 Enforcement Event and such purchase shall be effected by the Issuer or the Obligor (as the case may be) via sale agreement pursuant to the Sale Undertaking or the Purchase Undertaking, as the case may be. For the avoidance of doubt, a separate sale agreement will be executed pursuant to the Purchase Undertaking or Sale Undertaking, as the case may be.

The Exercise Price shall be equal to the Dissolution Distribution Amount (as defined in paragraph ‘Other terms and conditions – Dissolution Distribution Amount’).

Loss Absorbency Mechanism

Each series of the AT1 Sukuk Mudharabah under the Sukuk Programme shall include loss absorbency mechanism, upon the occurrence of the events set-out in the ‘Loss Absorption at the point of breach of CET1 Capital Ratio’ and ‘Contingent Write-Off’ clauses below.

Each of the AT1 Sukukholders shall irrevocably waive its right (based on *tanazul*) to the nominal value of the AT1 Sukuk Mudharabah which are written off pursuant to the above (partial or full), and also irrevocably waives its right to any Periodic Distribution (including distributions accrued but unpaid up to the date of the occurrence of a breach of CET1 Capital (as defined in paragraph ‘Other terms and conditions – Contingent Write-Off’) ratio or Trigger Event (as defined in paragraph ‘Other terms and conditions – Trigger Event’), as the case may be.

For avoidance of doubt, in respect of the Mudharabah Venture:

- (i) In the case of write-off of full nominal value, the AT1 Sukukholders agree to waive their rights on the full nominal value being written off and the entire Mudharabah Venture of such series of AT1 Sukuk Mudharabah shall be transferred to the Issuer with no consideration; and
- (ii) in the case of write-off of partial nominal value, the AT1 Sukukholders agree to waive their rights on the partial nominal value being written off and that particular portion of the

Mudharabah Venture of such series of AT1 Sukuk Mudharabah shall be transferred to the Issuer with no consideration.

The AT1 Sukukholders shall, via the Sukuk Trustee, issue a letter of notification to the Issuer, to notify the Issuer of such transfer of the Mudharabah Venture.

Please refer to the transaction diagram and explanatory notes for the underlying structure relating to the Shariah principles of Murabahah (via Tawarruq arrangement) and Mudharabah respectively.

- (5) **Currency** : Ringgit
- (6) **Expected facility/programme size (for programme, to state the option to upsize)** : Up to RM10.0 billion in nominal value
Option to upsize
 Yes
 No
- (7) **Tenure of facility/programme** : Perpetual
- (8) **Availability period for debt or sukuk programme** : The Sukuk Murabahah and the AT1 Sukuk Mudharabah may be issued at any time during the tenure of the Sukuk Programme, provided that the first issuance under the Sukuk Programme shall be within sixty (60) business days from the date of the lodgement with the SC (“**Lodgement**”) and subject to completion of all documentation and, unless waived by the Principal Adviser (“**PA**”) / Lead Arranger (“**LA**”), compliance of all conditions precedent therein and all other applicable conditions to the satisfaction of the PA/LA.
- (9) **Clearing & settlement platform(s)** : Clearstream Luxembourg
 CMU, HKMA
 Euroclear
 MyClear
 Others
- (10) **Mode of issue** : Book building
 Bookrunning
 Bought deal
 Direct placement
 Private placement

Tender

Others

The Sukuk Murabahah and the AT1 Sukuk Mudharabah may be issued through any of the following modes:

- (i) book building on a best efforts basis;
- (ii) bookrunning on a best efforts basis;
- (iii) bought deal on a best efforts basis;
- (iv) direct placement on a best efforts basis; and
- (v) private placement on a best efforts basis.

(11) Selling restrictions

- : Exclusively to persons outside Malaysia
- Part 1 of Schedule 6 of the Capital Markets & Services Act, 2007 (CMSA)
- Part 1 of Schedule 7 of the CMSA
- Read together with Schedule 9 of the CMSA
- Schedule 8 of the CMSA
- Section 4(6) of the Companies Act, 1965
- Others

Selling Restrictions at Issuance

In respect of the Subordinated Sukuk Murabahah

The Subordinated Sukuk Murabahah may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Subordinated Sukuk Murabahah may be made and to whom the Subordinated Sukuk Murabahah are issued would fall within Part 1 of Schedule 6 or Section 229(1)(b) and Part 1 of Schedule 7 or Section 230(1)(b) of the Capital Markets and Services Act, 2007 (“**CMSA**”), read together with Schedule 9 or Section 257(3) of the CMSA, as amended from time to time.

In respect of the Senior Sukuk Murabahah

The Senior Sukuk Murabahah may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Senior Sukuk Murabahah may be made and to whom the Senior Sukuk Murabahah are issued would fall within Part 1 of Schedule 6 or Section 229(1)(b), Part 1 of Schedule 7 or Section 230(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA, as amended from time to time.

In respect of the AT1 Sukuk Mudharabah

The AT1 Sukuk Mudharabah may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the AT1 Sukuk Mudharabah may be made and to whom the AT1 Sukuk Mudharabah are issued would fall within Part 1 of Schedule 6 or Section 229(1)(b), Part 1 of Schedule 7 or Section 230(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA, as amended from time to time.

Selling Restrictions Thereafter

In respect of the Subordinated Sukuk Murabahah

The Subordinated Sukuk Murabahah may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Subordinated Sukuk Murabahah may be made and to whom the Subordinated Sukuk Murabahah are issued would fall within Part 1 of Schedule 6 or Section 229(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA, as amended from time to time.

In respect of the Senior Sukuk Murabahah

The Senior Sukuk Murabahah may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the Senior Sukuk Murabahah may be made and to whom the Senior Sukuk Murabahah are issued would fall within Part 1 of Schedule 6 or Section 229(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA, as amended from time to time.

Further, as the initial rating by RAM Rating Services Berhad of the Senior Sukuk Murabahah is AAA, the issuance of, offer for subscription or purchase of, or invitation to subscribe for the Senior Sukuk Murabahah falls within Paragraph 12, Schedule 8 (or Section 257(1)) of the CMSA.

In respect of the AT1 Sukuk Mudharabah

The AT1 Sukuk Mudharabah may only be offered, sold, transferred or otherwise disposed directly or indirectly to persons to whom an offer or invitation to subscribe the AT1 Sukuk Mudharabah may be made and to whom the AT1 Sukuk Mudharabah are issued would fall within Part 1 of Schedule 6 or Section 229(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA, as amended from time to time.

- (12) **Tradability and transferability** : Non-tradable & non-transferable
 Restricted transferability
 Tradable & transferable
- (13) **Details of security/collateral pledged, if applicable** : Unsecured

- Secured, details as follows:
- (14) **Details of guarantee, if applicable** : Not guaranteed
 Guaranteed, details as follows:
- (15) **Convertibility of Issuance** : Non-convertible
 Convertible, details as follows:
- (16) **Exchangeability of Issuance and details of the exchangeability** : Non-exchangeable
 Exchangeable, details as follows:
- (17) **Call option and details, if applicable** : No call option
 Call option, details as follows:

Each series of Sukuk Murabahah issued under the Sukuk Programme may have a call option (to be determined prior to the relevant issue date) (“**Call Option**”) to allow the Issuer to redeem (in whole or in part) that series of Sukuk Murabahah on the Call Date (as defined below). In the event of a partial redemption of a series of Sukuk Murabahah, Sukukholders shall continue to receive Periodic Profit Payments at the applicable Profit Rate for the unredeemed portion of such series of Sukuk Murabahah.

Each series of AT1 Sukuk Mudharabah shall have the Call Option to allow the Issuer to redeem (in whole or in part) that series of AT1 Sukuk Mudharabah on the relevant Call Date at the Dissolution Distribution Amount, subject to the Redemption Conditions (as defined in paragraph ‘Other terms and conditions – Redemption Conditions’) being satisfied. In the event of a partial redemption of a series of AT1 Sukuk Mudharabah, AT1 Sukukholders shall continue to receive Periodic Distributions at the applicable Distribution Rate (as defined in paragraph ‘Other terms and conditions – Profit/ coupon/ rental payment rate’) for the unredeemed portion of such series of AT1 Sukuk Mudharabah

“**Call Date**” is defined as:

- (a) in the case of the Subordinated Sukuk Murabahah, any Periodic Payment Date (as defined below) after a minimum period of five (5) years from the date of issue of that series of Subordinated Sukuk Murabahah;

- (b) in the case of the Senior Sukuk Murabahah, any Periodic Payment Date after the issue date of that series of Senior Sukuk Murabahah; and
- (c) in the case of the AT1 Sukuk Mudharabah, any Periodic Distribution Date after a minimum period of five (5) years from the date of issue of that series of AT1 Sukuk Mudharabah.

In respect of the Sukuk Murabahah, the “**Periodic Payment Date**” is the last day of a particular Periodic Payment Period (as defined in paragraph ‘Other terms and conditions – Profit/ coupon/ rental payment frequency’).

In respect of the AT1 Sukuk Mudharabah, the “**Periodic Distribution Date**” is the date on which the AT1 Sukukholders receive Periodic Distributions at the applicable Distribution Rate at semi-annual intervals or any other interval to be determined at the point of issuance of each series of the AT1 Sukuk Mudharabah in arrears.

(18) Put option and details, if applicable

- : No put option
 Put option, details as follows:

(19) Positive covenants

- : No positive covenant
 Positive covenant, details as below:

Subordinated Sukuk Murabahah

The Issuer shall comply with such applicable covenants, including but not limited to the following:

- (i) at all times perform all its obligations and promptly comply with all provisions of the Transaction Documents (as defined in paragraph ‘Other terms and conditions – Transaction Documents’) and the terms and conditions of the Subordinated Sukuk Murabahah (including but not limited to redeeming in whole or in part the Subordinated Sukuk Murabahah on the relevant maturity dates or any other dates on which the Subordinated Sukuk Murabahah are due and payable) and immediately notify the Sukuk Trustee in the event that the Issuer is unable to fulfil or comply with any of the provisions of the Transaction Documents;
- (ii) keep proper books and accounts at all times and provide the Sukuk Trustee and any person appointed by it (e.g. auditors) access to such books and accounts to the extent permitted by law;
- (iii) at all times maintain its corporate legal existence and exercise reasonable diligence in carrying on its

business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices and ensure, amongst others, that all necessary approvals and relevant licences required for it to carry on its business are obtained and maintained;

- (iv) at all times maintain a paying agent who is based in Malaysia;
- (v) procure that the paying agent shall notify the Sukuk Trustee, through the Facility Agent, in the event that the paying agent does not receive payment in respect of the Subordinated Sukuk Murabahah from the Issuer on the due dates and in the manner as required under the Transaction Documents and the terms and conditions of the Subordinated Sukuk Murabahah;
- (vi) ensure that the terms of the Transaction Documents do not contain any matter which is inconsistent with the provisions of the information memorandum relating to the Sukuk Programme (“**Information Memorandum**”); and
- (vii) any other covenants as may be advised by the Solicitors and to be mutually agreed between the LA and the Issuer.

Senior Sukuk Murabahah

The Issuer shall comply with such applicable covenants, including but not limited to the following:

- (i) at all times perform all its obligations and promptly comply with all provisions of the Transaction Documents and the terms and conditions of the Senior Sukuk Murabahah (including but not limited to redeeming the Senior Sukuk Murabahah on the relevant maturity dates or any other dates on which the Senior Sukuk Murabahah are due and payable) and immediately notify the Sukuk Trustee in the event that the Issuer is unable to fulfil or comply with any of the provisions of the Transaction Documents;
- (ii) keep proper books and accounts at all times on a basis consistently applied in accordance with the laws of Malaysia and generally accepted accounting principles and standards in Malaysia and provide the Sukuk Trustee or any person appointed by it (e.g. auditors) access to such books and accounts to the extent permitted by law;
- (iii) comply at all times with all requirements and rules, regulations and guidelines as may be issued and/or imposed by the SC and BNM from time to time and

the applicable provisions of the CMSA, other than where the failure to comply with such requirements and rules, regulations and guidelines would not have a material adverse effect;

- (iv) at all times maintain its corporate legal existence and exercise reasonable diligence in carrying on its business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices and ensure, amongst others, that all necessary approvals and relevant licences required for it to carry on its business are obtained and maintained;
- (v) at all times maintain a paying agent who is based in Malaysia;
- (vi) procure that the paying agent shall notify the Sukuk Trustee, through the Facility Agent, in the event that the paying agent does not receive payment in respect of the Senior Sukuk Murabahah from the Issuer on the due dates and in the manner as required under the Transaction Documents and the terms and conditions of the Senior Sukuk Murabahah;
- (vii) so far as required by law, execute all such further documents and do all such further acts and things as may be required at any time or times to give further effect to the terms and conditions of the Senior Sukuk Murabahah;
- (viii) maintain in full force and effect all relevant authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) and promptly obtain any further authorisations, consents, rights, licences, approvals and permits (governmental and otherwise) which are or shall become necessary to enable it to own its assets, to carry on its business or for the Issuer to enter into or perform its obligations under the Transaction Documents or to ensure the legality, validity, enforceability and admissibility in evidence of the obligations of the Issuer or the rights of the Senior Sukukholders under the Transaction Documents and the Issuer shall comply with the same;
- (ix) ensure that the terms of the Transaction Documents do not contain any matter which is inconsistent with the provisions of the Information Memorandum; and
- (x) any other covenants as may be advised by the Solicitors and to be mutually agreed between the LA and the Issuer.

AT1 Sukuk Mudharabah

The Issuer shall comply with such applicable covenants, including but not limited to the following:

- (i) at all times perform all its obligations and promptly comply with all provisions of the Transaction Documents;
- (ii) redeem in full or in part outstanding AT1 Sukuk Mudharabah in accordance with the terms and conditions of the Transaction Documents;
- (iii) at all times exercise reasonable diligence in carrying on its business in a proper and efficient manner, which should ensure, amongst others, that all necessary approvals and relevant licences are obtained and maintained;
- (iv) at all times maintain a paying agent who is based in Malaysia;
- (v) procure that the paying agent shall notify the Sukuk Trustee, through the Facility Agent, in the event that the paying agent does not receive payment in respect of the AT1 Sukuk Mudharabah from the Issuer on the due dates as required under the Transaction Documents and the terms and conditions of the AT1 Sukuk Mudharabah;
- (vi) keep proper books and accounts at all times and provide the Sukuk Trustee and any person appointed by it (e.g. auditors) access to such books and accounts to the extent permitted by law; and
- (vii) any other covenants as may be advised by the Solicitors and to be mutually agreed between the LA and the Issuer.

(20) Negative covenants : No negative covenant
 Negative covenant, details as below:

(21) Financial covenant : No financial covenant
 Financial covenant, details as below:

(22) Information covenants : Information covenant, details as below:

For as long as any Sukuk Murabahah and AT1 Sukuk Mudharabah is outstanding, the Issuer covenants and undertakes with the Sukuk Trustee, each of the Sukukholders and each of the AT1 Sukukholders that, *inter alia*:

Subordinated Sukuk Murabahah

- (i) The Issuer shall deliver to the Sukuk Trustee:
 - (a) annually a certificate that the Issuer has complied with its obligations under the Transaction Documents and the terms and conditions of the Subordinated Sukuk Murabahah and that there did not exist or had not existed, from the date the first Subordinated Sukuk Murabahah were issued or from the date of the previous certificate as the case may be, any Murabahah Enforcement Event (as defined in paragraph ‘Events of default or enforcement events’) and if such is not the case, to specify the same; and
 - (b) a copy of its annual audited consolidated financial statements within one hundred and eighty (180) days after the end of each financial year, a copy of its unaudited half yearly consolidated financial statements within one hundred and twenty (120) days after the end of each first half of its financial year and promptly, copies of accounts, reports, notices, statements or circulars issued to its shareholders;
- (ii) the Issuer shall notify the Sukuk Trustee in the event that the Issuer becomes aware of the following:
 - (a) any Murabahah Enforcement Event or that such other right or remedy under the terms, provisions and covenants of the Subordinated Sukuk Murabahah and the relevant Trust Deed have become immediately enforceable;
 - (b) any amount payable under the Subordinated Sukuk Murabahah becomes immediately payable or that the Subordinated Sukuk Murabahah becomes immediately enforceable;
 - (c) any circumstance that has occurred that would materially prejudice the ability of the Issuer to perform its obligations under the Transaction Documents or in respect of the Subordinated Sukuk Murabahah;
 - (d) any substantial change in the nature of the business of the Issuer;
 - (e) any change in the utilisation of proceeds from the Subordinated Sukuk Murabahah other than

- for the purpose stipulated in the Information Memorandum and the Transaction Documents;
- (f) any other matter that may materially prejudice the interest of the Subordinated Sukukholders; and
 - (g) any change in the Issuer’s withholding tax position or tax jurisdiction;
- (iii) the Issuer shall give to the Sukuk Trustee such information relating to the Issuer’s affairs as the Sukuk Trustee may reasonably require, in order to discharge its duties and obligations as Sukuk Trustee, to the extent permitted by law;
 - (iv) the Issuer shall provide, to the extent permitted by all applicable laws, all relevant financial and other information relating to the Issuer’s business and its operations on a continuous basis to the rating agency; and
 - (v) any other covenants as may be advised by the Solicitors and to be mutually agreed between the LA and the Issuer.

Senior Sukuk Murabahah

- (i) The Issuer shall deliver to the Sukuk Trustee:
 - (a) annually a certificate that the Issuer has complied with its obligations under the Transaction Documents and the terms and conditions of the Senior Sukuk Murabahah and that there did not exist or had not existed, from the date the first Senior Sukuk Murabahah were issued or from the date of the previous certificate as the case may be, any Event of Default (as defined in paragraph ‘Events of default or enforcement events’) and if such is not the case, to specify the same; and
 - (b) a copy of its annual audited consolidated financial statements within one hundred and eighty (180) days after the end of each financial year, a copy of its unaudited half yearly consolidated financial statements within one hundred and twenty (120) days after the end of each first half of its financial year and promptly, copies of accounts, reports, notices, statements or circulars issued to its shareholders;
- (ii) the Issuer shall notify the Sukuk Trustee in the event that the Issuer becomes aware of the following:

- (a) any Event of Default or that such other right or remedy under the terms, provisions and covenants of the Senior Sukuk Murabahah and the relevant Trust Deed have become immediately enforceable;
 - (b) any amount payable under the Senior Sukuk Murabahah becomes immediately payable or that the Senior Sukuk Murabahah becomes immediately enforceable;
 - (c) any circumstance that has occurred that would materially prejudice the ability of the Issuer to perform its obligations under the Transaction Documents or in respect of the Senior Sukuk Murabahah;
 - (d) any substantial change in the nature of the business of the Issuer;
 - (e) any change in the utilisation of proceeds from the Senior Sukuk Murabahah other than for the purpose stipulated in the Information Memorandum and the Transaction Documents;
 - (f) any other matter that may materially prejudice the interest of the Senior Sukukholders; and
 - (g) any change in the Issuer’s withholding tax position or tax jurisdiction;
- (iii) the Issuer shall give to the Sukuk Trustee such information relating to the Issuer’s affairs as the Sukuk Trustee may reasonably require, in order to discharge its duties and obligations as Sukuk Trustee, to the extent permitted by law;
 - (iv) the Issuer shall provide, to the extent permitted by all applicable laws, all relevant financial and other information relating to the Issuer’s business and its operations on a continuous basis to the rating agency; and
 - (v) any other covenants as may be advised by the Solicitors and to be mutually agreed between the LA and the Issuer.

AT1 Sukuk Mudharabah

The Issuer shall comply with such applicable covenants, including but not limited to the following:

- (i) The Issuer shall deliver to the Sukuk Trustee:

- (a) annually a certificate that the Issuer has complied with its obligations under the relevant Trust Deed and the terms and conditions of the AT1 Sukuk Mudharabah and that there did not exist or had not existed, from the date the first AT1 Sukuk Mudharabah were issued or from the date of the previous certificate, as the case may be, any AT1 Enforcement Event and if such is not the case, to specify the same; and
 - (b) a copy of its annual audited consolidated financial statements within one hundred and eighty (180) days after the end of each financial year, a copy of its unaudited half yearly consolidated financial statements within one hundred and twenty (120) days after the end of each first half of its financial year and copies of accounts, reports, notices, statements or circulars issued to its shareholders;
- (ii) the Issuer shall notify the Sukuk Trustee in the event that the Issuer becomes aware of the following:
 - (a) any AT1 Enforcement Event or that such other right or remedy under the terms, provisions and covenants of the AT1 Sukuk Mudharabah and the relevant Trust Deed have become immediately enforceable;
 - (b) any circumstance that has occurred that would materially prejudice the Issuer;
 - (c) any substantial change in the nature of the business of the Issuer;
 - (d) any change in the utilisation of proceeds from the AT1 Sukuk Mudharabah other than for the purpose stipulated in the Information Memorandum and the Transaction Documents;
 - (e) any other matter that may materially prejudice the interest of the AT1 Sukukholders; and
 - (f) any change in the Issuer’s withholding tax position or tax jurisdiction;
- (iii) the Issuer shall provide to the Sukuk Trustee such information relating to the Issuer’s affairs as the Sukuk Trustee may reasonably require, in order to discharge its duties and obligations as Sukuk Trustee, to the extent permitted by law;
- (iv) the Issuer shall provide, to the extent permitted by all applicable laws, all relevant financial and other information relating to the Issuer’s business and its

operations on a continuous basis to the rating agency; and

- (v) any other covenants as may be advised by the Solicitors and to be mutually agreed between the LA and the Issuer.

(23) **Details of designated account(s), if applicable** : No designated account
 Designated account(s) as follows:

(24) **Credit rating(s) of facility/programme, if applicable** : Not rated
 Rated as follows:

Credit Rating Agency	Credit Rating	Final/ Indicative	Name of tranche / Series / Class	Amount Rated
RAM Rating Services Berhad	AAA	Final	Senior Sukuk Murabahah	RM10.0 billion
RAM Rating Services Berhad	AA ₁	Final	Subordinated Sukuk Murabahah	RM10.0 billion
RAM Rating Services Berhad	AA ₃	Final	AT1 Sukuk Mudharabah	RM10.0 billion

(25) **Conditions precedent** : Including but not limited to the following:

Main Documentation

The relevant Transaction Documents in relation to the Sukuk Programme have been duly executed and, where applicable, stamped (unless otherwise exempted) and presented for registration.

Issuer

- (i) Certified true copies of the Certificate of Incorporation and the Memorandum and Articles of Association of the Issuer;
- (ii) Certified true copies of the most recent Forms 24, 44 and 49 of the Issuer;

- (iii) Certified true copy of the board resolution of the Issuer authorising, amongst others, the establishment of the Sukuk Programme, issuance of the Sukuk Murabahah and the execution of all relevant documents thereto;
- (iv) A list of the Issuer’s authorised signatories and their respective specimen signatures;
- (v) A report of the relevant company search conducted on the Issuer; and
- (vi) A report of the relevant winding up search conducted on the Issuer.

General

- (i) Evidence that all relevant regulatory approvals and acknowledgements, including written approval from BNM in relation to the issuance of Subordinated Sukuk Murabahah, endorsement from the SC Shariah Advisory Council and the acknowledgement by the SC of the Lodgement;
- (ii) Confirmation from the rating agency that the Sukuk Programme has obtained a minimum rating as stated in this Lodgement;
- (iii) Confirmation from the Shariah Adviser that the structure, mechanism and Transaction Documents are in compliance with Shariah principles;
- (iv) Satisfactory legal opinion from the Solicitors with respect to the legality, validity and enforceability of the Transaction Documents and confirmation that all conditions precedent thereto have been fulfilled; and
- (v) Such other conditions precedent as advised by the Solicitors and mutually agreed between the LA and the Issuer.

(26) Representations and warranties : Representations and Warranties

Representations and warranties usual and customary for a transaction of such nature, which shall include but are not limited to the following:

- (a) The Issuer (i) has been duly incorporated and validly exists under the Companies Act 2016 of Malaysia (as amended or modified from time to time) (“**Companies Act 2016**”), (ii) has full power and authority to engage in the business of banking and finance in Malaysia and each other jurisdiction where it is so engaged and conduct its business, and (iii) is duly qualified to

transact business under the laws of Malaysia and each other jurisdiction in which it owns or leases properties, or conduct any business, to the extent such qualification is required, other than where the failure to be so qualified would not have a material adverse effect on the Issuer’s ability to perform its obligations under the Transaction Documents;

- (b) The issuance of the Sukuk Murabahah and the AT1 Sukuk Mudharabah has been duly authorised, and when issued and delivered pursuant to the Transaction Documents, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Issuer enforceable in accordance with its terms;
- (c) No event has occurred which would constitute a Murabahah Enforcement Event under the Subordinated Sukuk Murabahah, an Event of Default under the Senior Sukuk Murabahah or an AT1 Enforcement Event under the AT1 Sukuk Mudharabah or which with the giving of notice or the lapse of time or other condition would constitute a Murabahah Enforcement Event, an AT1 Enforcement Event or an Event of Default, as the case may be;
- (d) The Issuer is not in breach of the provisions of any law or regulations governing such approvals, consents, authorisation and/or such licences and, after due and careful consideration, the Issuer is not aware of any reason why such approval, consent, authorisation and/or licence should be withdrawn or cancelled or any conditions attached thereto adversely altered, other than where the absence of such approval, consent, authorisation and/or licence would not have a material adverse effect on the Issuer’s ability to perform its obligations under the Transaction Documents;
- (e) There are no legal or governmental proceedings pending or, to the knowledge of the Issuer, threatened, to which the Issuer is or may be a party or to which any property or asset of the Issuer is or may be the subject which, if determined adversely to the Issuer, could individually or in the aggregate reasonably be expected to have a material adverse effect;
- (f) The Issuer has all licences, franchises, permits, authorisations, approvals, orders and other concessions of and from all governmental and regulatory officials and bodies that are necessary to own or lease its properties and conduct its business, other than where the failure to obtain such licences, franchises, permits, authorisations, approvals, orders

and other concessions would not have a material adverse effect on the Issuer’s ability to perform its obligations under the Transaction Documents;

- (g) The Issuer and its obligations under the Transaction Documents, the Sukuk Murabahah and the AT1 Sukuk Mudharabah are subject to commercial law and to suit in Malaysia and neither the Issuer nor any of its properties, assets or revenues has any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding, from the giving of any relief in any court, from set off or counterclaim, from the jurisdiction of any court, or other legal process or proceeding for the giving of any relief or for the enforcement of judgment, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Transaction Documents, the Sukuk Murabahah and the AT1 Sukuk Mudharabah;
- (h) The Transaction Documents create valid and binding obligations which are enforceable on and against the Issuer;
- (i) All necessary actions, authorisations and consents required under the Transaction Documents have been taken, fulfilled and obtained and remain in full force and effect;
- (j) The audited financial statements of the Issuer are prepared in accordance with the Malaysian Financial Reporting Standards, International Financial Reporting Standards and the requirements of the Companies Act 2016 in Malaysia so as to give a true and fair view of the financial position of the Issuer;
- (k) No step has been taken by the Issuer, its creditors or any of its shareholders or any other person on its behalf, nor have any legal proceedings or applications been started, under Section 366 of the Companies Act 2016 in respect of the Issuer;
- (l) There has been no material change in the business and condition (financial or otherwise) of the Issuer or its subsidiaries since the date of its last audited financial statements which might have a material adverse effect on the ability of the Issuer to comply with its obligations under the Transaction Documents; and
- (m) Such other representations and warranties as may be advised by the Solicitors and to be mutually agreed between the LA and the Issuer.

For the purpose of this clause, “material adverse effect” means the occurrence of any event which materially and adversely affects the ability of the Issuer to perform any of its obligations under any of the Transaction Documents or which materially and adversely affects the business, financial position, shareholders’ funds or results of the operations of the Issuer.

(27) Events of default or enforcement events, where applicable, including recourse available to investors

: Subordinated Sukuk Murabahah

Enforcement events for the Subordinated Sukuk Murabahah (“**Murabahah Enforcement Events**”) shall encompass the following:

- (a) If the Issuer fails to pay any money payable in respect of the Subordinated Sukuk Murabahah when the same shall become due and payable in accordance with the Transaction Documents and the Issuer fails to remedy such failure to pay within a period of seven (7) business days after the Issuer became aware or has been notified by the Sukuk Trustee of the failure to pay, the Sukuk Trustee may, subject to the terms of the relevant Trust Deed, institute proceedings to enforce the payment obligations under that series of Subordinated Sukuk Murabahah and may institute proceedings in Malaysia for the winding-up of the Issuer, provided that neither the Sukuk Trustee nor any of the Subordinated Sukukholders shall have the right to accelerate payment of that series of Subordinated Sukuk Murabahah in the case of such failure to make payment of any amount payable under that series of Subordinated Sukuk Murabahah or any default in the performance of any condition, provision or covenant under that series of Subordinated Sukuk Murabahah or the Transaction Documents; and
- (b) If:
 - (i) a court or an agency or regulatory authority in Malaysia having jurisdiction in respect of the same shall have instituted any proceeding or entered a decree or order for the appointment of a receiver or liquidator in any insolvency, rehabilitation, readjustment of debt, marshalling of assets and liabilities, or similar arrangements involving the Issuer or all or substantially all of its property, or for the winding up of or liquidation of its affairs and such proceeding, decree or order shall not have been vacated or shall have remained in force, undischarged or unstayed for a period of sixty (60) days; or
 - (ii) the Issuer shall file a petition to take advantage of any insolvency statute,

the Sukuk Trustee may enforce its rights under the Transaction Documents, including amongst others, to require the Purchaser to make payment of all outstanding Deferred Sale Price (subject to any agreed Ibra’).

For avoidance of doubt, the occurrence of a Murabahah Enforcement Event (a) above for any series of the Subordinated Sukuk Murabahah will not trigger the Murabahah Enforcement Event for other series of the Subordinated Sukuk Murabahah outstanding. However, the occurrence of a Murabahah Enforcement Event (b) above will trigger a Murabahah Enforcement Event for all series of the Subordinated Sukuk Murabahah outstanding.

Senior Sukuk Murabahah

Events of default for the Senior Sukuk Murabahah (“**Events of Default**”) shall encompass the following:

- (a) the Issuer fails to pay any money payable in respect of the Senior Sukuk Murabahah when the same shall become due and payable in accordance with the Transaction Documents and the Issuer fails to remedy such failure to pay within a period of seven (7) business days after the Issuer became aware or has been notified by the Sukuk Trustee of the failure to pay;
- (b) a winding-up order has been made against the Issuer or a resolution to wind-up the Issuer has been passed;
- (c) a scheme of arrangement under Section 366 of the Companies Act 2016 has been instituted against the Issuer;
- (d) an encumbrancer takes possession or a receiver or similar officer is appointed over the whole or a substantial part of the assets or undertaking of the Issuer;
- (e) there has been a breach by the Issuer of any obligation under any of the Issuer’s existing obligations which may have a material adverse effect, and if in the opinion of the Sukuk Trustee is capable of being remedied, the Issuer does not remedy the breach within a period of twenty one (21) business days after the Issuer became aware of having been notified by the Sukuk Trustee of the failure;
- (f) any other indebtedness of the Issuer becomes due and payable prior to its stated maturity or where the security created for any other indebtedness becomes

enforceable which in the opinion of the Sukuk Trustee, may have a material adverse effect;

- (g) where there is revocation, withholding or modification of any licence, authorisation, approval or consent which in the opinion of the Sukuk Trustee may have a material adverse effect;
- (h) the Issuer fails to observe or perform its obligation under any of the Transaction Documents (other than an obligation referred to in (a) above) and in the case of a failure which in the opinion of the Sukuk Trustee is capable of being remedied, the Issuer does not remedy the failure within a period of twenty one (21) business days after the Issuer became aware of having been notified by the Sukuk Trustee of the failure;
- (i) any representations and warranties made or given by the Issuer under the Transaction Documents or any certificate or document furnished pursuant to the terms of any Transaction Document, proves to have been incorrect or misleading in any material respect on or as at the date made or given, and in the case of such event which in the opinion of the Sukuk Trustee is capable of being remedied, the Issuer does not remedy it within a period of twenty one (21) business days after the Issuer became aware of having been notified by the Sukuk Trustee of the failure;
- (j) at any time any of the provisions of the Transaction Documents is or becomes illegal, void, voidable or unenforceable; and
- (k) such other events of default as may be advised by the Solicitors and to be mutually agreed between the LA and the Issuer.

Upon the occurrence of any of the above Events of Default, the Sukuk Trustee may, at its discretion, or shall (if so directed to do so by a special resolution of the Senior Sukukholders) declare (by giving written notice to the Issuer) that an Event of Default has occurred and all sums payable under the Senior Sukuk Murabahah are immediately due and payable, and the Sukuk Trustee may enforce its rights under the Transaction Documents, including amongst others, to require the Purchaser to make payment of all outstanding Deferred Sale Price (subject to any agreed Ibra’).

AT1 Sukuk Mudharabah

Enforcement Events for the AT1 Sukuk Mudharabah (“**AT1 Enforcement Events**”) shall encompass the following:

- (a) If the Issuer fails to pay any money payable in respect of the AT1 Sukuk Mudharabah when the same shall become due and payable in accordance with the Transaction Documents and the Issuer fails to remedy such failure to pay within a period of seven (7) business days after the Issuer became aware or has been notified by the Sukuk Trustee of the failure to pay. For the avoidance of doubt, no Periodic Distribution will be due and payable if such Periodic Distribution or part thereof has been cancelled or is deemed cancelled (in each case, in whole or in part) as described under 'Limitation on Payment' clause and accordingly, no failure of payment under the AT1 Sukuk Mudharabah will have occurred or be deemed to have occurred in such circumstances; or
- (b) If:
 - (i) a court or agency or regulatory authority in Malaysia having jurisdiction in respect of the same shall have instituted any proceeding or entered a decree or order for the appointment of a receiver or liquidator in any insolvency, rehabilitation, readjustment of debt, marshalling of assets and liabilities, or similar arrangements involving the Issuer or all or substantially all of its property, or for the winding up of or liquidation of its affairs and such proceeding, decree or order shall not have been vacated or shall have remained in force, undischarged or unstayed for a period of sixty (60) days; or
 - (ii) the Issuer has filed a petition to take advantage of any insolvency statute.

Upon the occurrence of an AT1 Enforcement Event (a) above, subject to the terms of the AT1 Sukuk Mudharabah, the Sukuk Trustee may or shall (if directed to do so by an extraordinary resolution of the AT1 Sukukholders) institute proceedings to enforce the payment obligations under that series of AT1 Sukuk Mudharabah and may institute proceedings in Malaysia for the winding up of the Issuer, provided that neither the Sukuk Trustee nor any of the AT1 Sukukholders shall have the right to accelerate payment of that series of AT1 Sukuk Mudharabah in the case of such failure to make payment of any amount payable under that series of AT1 Sukuk Mudharabah or any default in the performance of any condition, provision or covenant under that series of AT1 Sukuk Mudharabah or the Transaction Documents.

Upon occurrence of an AT1 Enforcement Event (b) above, the Sukuk Trustee may or shall (if directed to do so by an extraordinary resolution of the AT1 Sukukholders) declare (by giving written notice to the Issuer) that the AT1 Sukuk

Mudharabah together with all other sums payable under the AT1 Sukuk Mudharabah shall become and be immediately due and payable at its Dissolution Distribution Amount, whereupon such amounts shall become and be immediately due and payable.

The Sukuk Trustee shall exercise its rights under the Transaction Documents, including to require the Obligor to purchase the AT1 Sukukholders’ interest in the relevant Mudharabah Venture at the Exercise Price and enter into a sale agreement for such purchase. The Sukuk Trustee shall use the aggregate proceeds thereof i.e. the Exercise Price, and any returns generated from the relevant Mudharabah Venture to redeem the relevant AT1 Sukuk Mudharabah. Any excess above the Dissolution Distribution Amount of the relevant AT1 Sukuk Mudharabah shall be waived by the AT1 Sukukholders and retained by the Mudharib as an incentive fee upon full redemption of the relevant AT1 Sukuk Mudharabah. Upon the full payment of all amounts due and payable under the relevant AT1 Sukuk Mudharabah, the trust in respect of the relevant Mudharabah Venture will be dissolved and the relevant AT1 Sukuk Mudharabah held by the AT1 Sukukholders will be cancelled.

For the avoidance of doubt, the occurrence of an AT1 Enforcement Event (a) above for any series of the AT1 Sukuk Mudharabah will not trigger the AT1 Enforcement Event for other series of the AT1 Sukuk Mudharabah outstanding. However, the occurrence of an AT1 Enforcement Event (b) above will trigger an AT1 Enforcement Event for all series of the AT1 Sukuk Mudharabah outstanding.

- (28) **Governing laws** : Laws of Malaysia
- (29) **Provisions on buy-back, if applicable** : No provision on buy-back
 Provisions on buy-back, details as follows:

Sukuk Murabahah

The Issuer or any of its subsidiaries or agent(s) of the Issuer may at any time purchase, subject to the prior approval of BNM (but which approval shall not be required for a purchase done in the ordinary course of business) the Sukuk Murabahah at any price in the open market or by way of private treaty provided that, in respect of the Subordinated Sukuk Murabahah, no Trigger Event (as defined in paragraph ‘Other terms and conditions – Trigger Event’) has occurred prior to the date of such purchase. If purchase is made by tender, such tender must (subject to any applicable rules and regulations) be made available to the Sukukholders equally.

Sukuk Murabahah purchased by the Issuer or by its subsidiaries or by agent(s) of the Issuer (other than in the ordinary course of business) shall be cancelled and shall not be resold.

The Sukuk Murabahah purchased by other related corporations (other than its subsidiaries) or any interested person of the Issuer, which includes the directors, major shareholders and chief executive officer (“**Interested Person**”), need not be cancelled but such related corporations or Interested Person of the Issuer will not be entitled to vote and shall not form part of the quorum of any meeting, subject to any exceptions in the SC’s Trust Deeds Guidelines dated 12 July 2011 (“**Trust Deed Guidelines**”).

AT1 Sukuk Mudharabah

The Issuer or any of its subsidiaries or agent(s) of the Issuer may at any time purchase the AT1 Sukuk Mudharabah or part thereof, subject to the prior approval of BNM (but which approval shall not be required for a purchase done in the ordinary course of business), at any price in the open market or by way of private treaty provided that no Trigger Event has occurred prior to the date of such purchase. If purchase is made by tender, such tender must (subject to any applicable rules and regulations) be made available to all AT1 Sukukholders equally.

Subject to prior approval by BNM (where applicable), the AT1 Sukuk Mudharabah purchased by the Issuer or its subsidiaries or agents of the Issuer (other than in the ordinary course of business) shall be cancelled and shall not be resold.

The AT1 Sukuk Mudharabah purchased by related corporations (other than its subsidiaries) or any Interested Person of the Issuer, need not be cancelled but such related corporations or Interested Person of the Issuer will not be entitled to vote and shall not form part of the quorum of any meeting under the terms of the AT1 Sukuk Mudharabah subject to any exceptions in the SC’s Trust Deeds Guidelines.

For the purposes of this item, the term “**related corporation**” has the meaning given to it in the Companies Act 2016 and the term “**ordinary course of business**” includes those activities performed by the Issuer or its subsidiaries or agent(s) for third parties and excludes those performed for the own account of the Issuer or its subsidiaries or agent(s).

(30) Provisions on early redemption, if applicable :

Provisions on early redemption, details as follows:

Subordinated Sukuk Murabahah

(a) Early redemption pursuant to the Call Option
In respect of each series of Subordinated Sukuk Murabahah with a Call Option, the Issuer may, at its sole discretion, and subject to the Redemption Conditions being satisfied, redeem that series of Subordinated Sukuk Murabahah (in whole or in part) on any Call Date at their nominal value together with accrued but unpaid Periodic Profit Payment (if any). The optional redemption of one series of the Subordinated Sukuk Murabahah shall not trigger the redemption of other series of the Subordinated Sukuk Murabahah.

(b) Early redemption pursuant to the Regulatory Redemption (“Regulatory Redemption”)
The Issuer may, at its option, redeem a series of Subordinated Sukuk Murabahah (in whole or in part) at their nominal value together with accrued but unpaid Periodic Profit Payment (if any), subject to the Redemption Conditions being satisfied, if a Regulatory Event (as defined below) occurs.

“**Regulatory Event**” means any time there is more than an insubstantial risk, as determined by the Issuer, that:

- (i) any series of Subordinated Sukuk Murabahah (in whole or in part) will, either immediately or with the passage of time or upon either the giving of notice or fulfilment of a condition, no longer qualify as Tier 2 Capital of the Issuer for the purposes of BNM’s capital adequacy requirements under any applicable regulations; or
- (ii) changes in law will make it unlawful for the Issuer to continue performing its obligations under any series of Subordinated Sukuk Murabahah.

(c) Early redemption pursuant to the Tax Redemption (“Tax Redemption”)
The Issuer may, at its option, redeem a series of Subordinated Sukuk Murabahah (in whole or in part) at their nominal value together with accrued but unpaid Periodic Profit Payment (if any), subject to the Redemption Conditions being satisfied, if a Tax Event (as defined below) occurs.

“**Tax Event**” means any time there is more than an insubstantial risk that:

- (i) the Issuer has or will become obliged to pay any additional taxes, duties, assessments or

government charges of whatever nature in relation to the Subordinated Sukuk Murabahah; or

- (ii) the Issuer would no longer obtain tax deductions for the purposes of Malaysian corporation tax for any payment in respect of the Subordinated Sukuk Murabahah,

as a result of a change in, or amendment to, the laws or regulations of Malaysia or any political subdivision or any authority thereof or therein having power to tax, or change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the issue date and the Issuer cannot, by taking reasonable measures available to it, avoid such obligations.

Senior Sukuk Murabahah

In respect of any series of Senior Sukuk Murabahah for which there is a Call Option, the Issuer may, at its sole discretion, redeem that series of Senior Sukuk Murabahah (in whole or in part) on any Call Date at their nominal value together with accrued but unpaid Periodic Profit Payment (if any).

AT1 Sukuk Mudharabah

- (a) Early redemption pursuant to the Call Option

The Issuer may at its option, and subject to the Redemption Conditions being satisfied, redeem that series of AT1 Sukuk Mudharabah (in whole or in part) on any Call Date at the Dissolution Distribution Amount. The optional redemption of one series of the AT1 Sukuk Mudharabah shall not trigger the redemption of other series of the AT1 Sukuk Mudharabah.

- (b) Early redemption pursuant to the Regulatory Redemption

The Issuer may, at its option, redeem a series of AT1 Sukuk Mudharabah (in whole or in part) at the Dissolution Distribution Amount, subject to the Redemption Conditions being satisfied, if a Regulatory Event occurs.

“**Regulatory Event**” means that, if there is more than an insubstantial risk, as determined by the Issuer, that:

- (i) any series of the AT1 Sukuk Mudharabah (in whole or in part) will, either immediately or with the passage of time or upon either the giving of

notice or fulfilment of a condition, no longer qualify as Additional Tier 1 Capital of the Issuer for the purposes of BNM’s capital adequacy requirements under any applicable regulations; or

- (ii) changes in law will make it unlawful for the Issuer to continue performing its obligations under any series of AT1 Sukuk Mudharabah.

- (c) Early redemption pursuant to the Tax Redemption
The Issuer may, at its option, redeem a series of AT1 Sukuk Mudharabah (in whole or in part) at the Dissolution Distribution Amount, subject to the Redemption Conditions being satisfied, if a Tax Event occurs.

“**Tax Event**” means any time there is more than an insubstantial risk that:

- (i) the Issuer has or will become obliged to pay any additional taxes, duties, assessments or government charges of whatever nature in relation to the AT1 Sukuk Mudharabah; or
- (ii) the Issuer would no longer obtain tax deductions for the purposes of Malaysian corporation tax for any payment in respect of the AT1 Sukuk Mudharabah,

as a result of a change in, or amendment to, the laws or regulations of Malaysia or any political subdivision or any authority thereof or therein having power to tax, or change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the issue date and the Issuer cannot, by taking reasonable measures available to it, avoid such obligations.

(31) Voting : Voting by the Sukukholders shall be carried out on a “per series” basis and not on a collective basis.

(32) Permitted investments, if applicable : No permitted investment
 Permitted investment, details as follows:

1.04 Other terms and conditions

(1) Identified assets : **Sukuk Murabahah**
Shariah-compliant commodities which may include but are not limited to crude palm oil or such other acceptable commodities (excluding ribawi items in the category of

medium of exchange such as currency, gold and silver) which are provided through the commodity trading platform (Bursa Suq Al- Sila’) and/or other independent commodity brokers as approved by its Shariah Adviser which will be identified at or around the time of issuance of the Sukuk Murabahah (“**Commodities**”).

AT1 Sukuk Mudharabah

- (i) Shariah-compliant investment in Ringgit-denominated and foreign currency-denominated Islamic financial instruments approved by BNM’s Shariah Advisory Council or the SC’s SAC;
- (ii) funding of Islamic business activities of Maybank’s subsidiaries and overseas branches; and/or
- (iii) any other Shariah-compliant business activities of the Issuer.

- (2) **Purchase and selling price/rental (where applicable)** : **Sukuk Murabahah**

Purchase Price

The Purchase Price in relation to each purchase of the Commodities shall be equal to the proceeds of the Sukuk Murabahah and shall comply with the asset pricing requirements stipulated under Section C of the SC’s Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC on 9 March 2015 and amended on 11 October 2018 (as amended from time to time) (“**LOLA Guidelines**”), as may be amended from time to time.

Deferred Sale Price

The Deferred Sale Price shall comprise the Purchase Price of the relevant series of the Sukuk Murabahah plus the Profit Margin in respect of that series and will be determined prior to the sale of the Commodities to the Purchaser.

AT1 Sukuk Mudharabah

Not applicable.

- (3) **Profit/ coupon/ rental payment frequency** : **Sukuk Murabahah**

The Sukukholders will receive Periodic Profit Payment at semi-annual intervals or any other interval to be determined at the point of issuance of each series of the Sukuk Murabahah (each semi-annual or any other profit period being a “**Periodic Payment Period**”).

AT1 Sukuk Mudharabah

Subject to, *inter alia*, the ‘Limitation on Payment’ clause and the ‘Distributable Reserves’ clause, the AT1 Sukuk Mudharabah confer a right to receive Periodic Distributions payable at the applicable Distribution Rate (as defined in paragraph ‘Other terms and conditions – Profit/ coupon/ rental payment rate’) at semi-annual intervals or any other interval to be determined at the point of issuance of each series of the AT1 Sukuk Mudharabah in arrears (“**Periodic Distribution Date**”).

(4) **Profit/ coupon/ rental payment basis** : Actual / 365 days

(5) **Profit/ coupon/ rental payment rate** : **Sukuk Murabahah**

For each series of Subordinated Sukuk Murabahah, the Issuer may (at its sole discretion and prior to issuance), decide to incorporate an option to reset the Profit Rate on the First Call Date (as defined below) for that particular series (“**Reset Feature**”). The Reset Feature will be triggered when a series of Subordinated Sukuk Murabahah with a Reset Feature is not redeemed on the First Call Date. The pricing supplement, if applicable, or any other relevant issuance documents disclosing the terms and conditions of that relevant series of the Subordinated Sukuk Murabahah to be issued will set out whether the Reset Feature is applicable and the relevant Reset Profit Rate.

For the avoidance of doubt, the Reset Feature is not applicable to:

- (i) the Senior Sukuk Murabahah; and
- (ii) Subordinated Sukuk Murabahah without Periodic Profit Payment.

The Issuer shall pay the Periodic Profit Payment on each series of Sukuk Murabahah at the following rate (“**Profit Rate**”):

- (a) In respect of a series of Sukuk Murabahah where there is no Reset Feature, at the profit rate which is determined prior to the issuance (“**Initial Profit Rate**”), which shall be:
 - (i) a fixed rate (“**Fixed Profit Rate**”) per annum of the nominal value of that series; or
 - (ii) a floating rate (“**Initial Floating Rate**”) per annum of the nominal value of that series, being the aggregate of the Initial Spread for Floating Rate (as defined below) and the Relevant Floating Rate Benchmark (as defined below) subject to the Maximum Profit Rate; and

- (b) In respect of a series of Subordinated Sukuk Murabahah where there is a Reset Feature:
 - (i) For the period from and including the issue date to but excluding, the First Call Date (as defined below), at the Initial Profit Rate subject to the Maximum Profit Rate; and
 - (ii) For the period from and including the First Call Date to but excluding the Maturity Date, at the profit rate (“**Reset Profit Rate**”) which shall be:
 - (A) a fixed profit rate per annum of the nominal value of that series, at the Relevant Reset Fixed Rate (as defined below) provided that such Relevant Reset Fixed Rate shall not be higher than the Maximum Profit Rate designated for such series of Subordinated Sukuk Murabahah; or
 - (B) a floating rate per annum of the nominal value of that series, being the aggregate of the Initial Spread for Floating Rate and the Relevant Floating Rate Benchmark subject to the Maximum Profit Rate.

The Issuer shall notify the Sukuk Trustee promptly of the final Reset Profit Rate, which will be determined no later than five (5) Business Days prior to the First Call Date, in accordance with the terms of the Transaction Documents.

For the avoidance of doubt, in respect of any series of Sukuk Murabahah for which the Deferred Sale Price is determined by reference to a Maximum Profit Rate, in the event that at any time the Profit Rate is higher than the Maximum Profit Rate for that series, the Issuer shall be obliged to make Periodic Profit Payment at the Maximum Profit Rate only.

“**First Call Date**” means the Periodic Payment Date after a minimum period of five (5) years from the Issue Date of that series of Subordinated Sukuk Murabahah.

“**Initial Spread for Fixed Rate**” means the initial spread to be determined at the point of issuance of the relevant series of the Subordinated Sukuk Murabahah, where applicable, and expressed as a rate in per cent. per annum, being the initial spread above the Malaysian Government Securities (“**MGS**”) rate in per cent. per annum for the period from (and including) the Issue Date to (but excluding) the First Call Date as at the point of issuance. The Initial Spread for Fixed Rate shall be calculated at the point of issuance and shall be applicable throughout the tenure of the relevant Subordinated Sukuk Murabahah.

“**Initial Spread for Floating Rate**” means the initial spread to be determined at the point of issuance of the relevant series of the Sukuk Murabahah, where applicable, and expressed as a rate in per cent. per annum, being the initial spread above the Relevant Floating Rate Benchmark. The Initial Spread for Floating Rate shall be calculated at point of issuance and shall be applicable throughout the tenure of the relevant series of the Sukuk Murabahah.

“**Maximum Profit Rate**” is a rate to be agreed between the Issuer and the Lead Manager for the purposes of calculating the aggregate Periodic Profit Payment in determining the Deferred Sale Price for:

- (a) a series of Sukuk Murabahah where there is no Reset Feature and the Profit Rate is a floating rate; and
- (b) a series of Subordinated Sukuk Murabahah where there is a Reset Feature.

“**Relevant Floating Rate Benchmark**” means Kuala Lumpur Interbank Offered Rate for six-month (or such other relevant period) Ringgit deposits or such other appropriate inter-bank rate for six-month (or such other relevant period) Ringgit deposits.

“**Relevant Reset Fixed Rate**” means a fixed rate per annum equal to the relevant prevailing MGS rate in per cent. per annum for the period from the First Call Date to the Maturity Date of the relevant series of Subordinated Sukuk Murabahah plus the Initial Spread for Fixed Rate (as defined above). The applicable MGS rate shall be determined and notified by the Facility Agent to the Issuer and Subordinated Sukukholders as published by a recognised industry body or a relevant authority at or about the time prescribed by the recognised industry body or the relevant authority on the fifth (5th) business day preceding the First Call Date.

AT1 Sukuk Mudharabah

Subject to, *inter alia*, the ‘Limitation on Payment’ clause and the ‘Distributable Reserves’ clause, the AT1 Sukuk Mudharabah confer a right to receive periodic distributions (“**Periodic Distributions**”) up to the Expected Periodic Distribution Amount from (and including) the issue date at the applicable expected profit rate (“**Distribution Rate**”) out of the Distributable Reserves (as defined in paragraph ‘Other terms and conditions – Distributable Reserves’) of the Issuer.

The Distribution Rate applicable to each series of the AT1 Sukuk Mudharabah shall be:

- (a) For the period from and including the issue date to but excluding, the First Call Date (as defined below), at either of the following rate (*to be determined prior to issuance*):
 - (i) a fixed profit rate per annum of the nominal value of that series; or
 - (ii) a floating rate per annum of the nominal value of that series, to be reset semi-annually or such other frequency to be determined prior to issuance, being the aggregate of the Initial Spread for Floating Rate (as defined below) and the Relevant Floating Rate Benchmark (as defined below); and
- (b) For the period from and including First Call Date to but excluding the immediately following Reset Date (as defined below) and every equivalent period thereafter, at either of the following rate (*to be determined prior to issuance*) (“**Reset Distribution Rate**”):
 - (i) a fixed rate per annum of the nominal value of that series at the Relevant Reset Distribution Rate (as defined below); or
 - (ii) a floating rate per annum of the nominal value of that series, to be reset semi-annually or such other frequency to be determined prior to issuance, being the aggregate of the Initial Spread for Floating Rate and the Relevant Floating Rate Benchmark.

The Issuer shall notify the Sukuk Trustee promptly of the Reset Distribution Rate, which will be determined no later than five (5) Business Days prior to the Reset Date, in accordance with the terms of the Transaction Documents.

Definitions in relation to the AT1 Sukuk Mudharabah:

“**Expected Periodic Distribution Amount**” refers to the expected periodic distribution amount based on the Distribution Rate payable on the Periodic Distribution Date.

“**First Call Date**” means the Periodic Distribution Date after a minimum period of five (5) years from the Issue Date of that series of AT1 Sukuk Mudharabah.

“**Initial Spread for Fixed Rate**” means the initial spread to be determined at the point of issuance of the relevant series of the AT1 Sukuk Mudharabah and expressed as a rate in per cent. per annum, being the initial spread above the MGS rate in per cent. per annum for the Reference Period (as defined below). The Initial Spread for Fixed Rate shall

be calculated at the point of issuance and shall be applicable throughout the tenure of the relevant AT1 Sukuk Mudharabah.

“Initial Spread for Floating Rate” means the initial spread to be determined at the point of issuance of the relevant series of the AT1 Sukuk Mudharabah, where applicable, and expressed as a rate in per cent. per annum, being the initial spread above the Relevant Floating Rate Benchmark. The Initial Spread for Floating Rate shall be calculated at the point of issuance and shall be applicable throughout the tenure of the relevant AT1 Sukuk Mudharabah.

“Reference Period” means, in relation to a series of the AT1 Sukuk Mudharabah, a period of time equal to that commencing on the issue date of that series and ending on the date immediately before the First Call Date of that series (**“Initial Period”**), and being a minimum period of five (5) years and shall also include every subsequent period of time after the First Call Date equivalent to the Initial Period.

“Relevant Floating Rate Benchmark” means KLIBOR for six-months (or such other relevant period) Ringgit deposits or such other applicable rates for such relevant period, to be determined prior to the issuance of the relevant series of the AT1 Sukuk Mudharabah.

“Relevant Reset Distribution Rate” means a fixed rate per annum equal to the relevant prevailing MGS rate in per cent. per annum for the relevant Reference Period with respect to the relevant Reset Date plus the Initial Spread for Fixed Rate.

“Reset Date” means each date falling on the first day of each Reference Period after the First Call Date of the relevant series of the AT1 Sukuk Mudharabah.

- (6) **Details on utilisation of proceeds by Issuer** : The proceeds of each series of the Sukuk Murabahah and AT1 Sukuk Mudharabah issued under the Sukuk Programme will be applied for the following Shariah-compliant purposes:
- (i) to fund the Issuer’s investments in Ringgit-denominated and foreign currency-denominated Islamic financial instruments approved by BNM’s Shariah Advisory Council or the SC’s SAC;
 - (ii) funding of Islamic business activity of Maybank’s subsidiaries and overseas branches; and
 - (iii) any other Shariah-compliant business activities of the Issuer,

where the returns from such investments shall be used for the Periodic Profit Payment of the Subordinated Sukuk

Murabahah or Senior Sukuk Murabahah and the Periodic Distributions of the AT1 Sukuk Mudharabah.

In addition, any such returns with an amount higher than the Periodic Profit Payment or Periodic Distributions (as the case may be) (at that point in time) can be used for purposes as per items (i), (ii) and (iii) of this clause (*Details on Utilisation of Proceeds by Issuer*). For the avoidance of doubt, in the case of the AT1 Sukuk Mudharabah, such returns refer to the amount retained as the Reserve.

(7) **Listing status and types of listing, where applicable** : The Sukuk Murabahah and the AT1 Sukuk Mudharabah may be listed on Bursa Malaysia Securities Berhad (under the Exempt Regime).

(8) **Status** : **Subordinated Sukuk Murabahah**

The Subordinated Sukuk Murabahah will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer ranking pari passu without any preference amongst themselves.

In the event of the winding-up or liquidation of the Issuer, the claims of the Subordinated Sukukholders against the Issuer in respect of the Subordinated Sukuk Murabahah will be subordinated in right of payment to the claims of depositors and all other unsubordinated creditors of the Issuer and will rank at least pari passu in right of payment with all other Subordinated Indebtedness (as defined below), present and future, of the Issuer. Claims in respect of the Subordinated Sukuk Murabahah will rank in priority to the rights and claims of holders of subordinated liabilities which by their terms rank or expressed to rank in right of payment junior to the Subordinated Sukuk Murabahah and all classes of equity securities of the Issuer, including holders of preference shares.

“**Subordinated Indebtedness**” means all indebtedness which is subordinated, in the event of the winding-up or liquidation of the Issuer, in right of payment to the claims of depositors and other unsubordinated creditors of the Issuer, and for this purpose indebtedness shall include all liabilities, whether actual or contingent.

Senior Sukuk Murabahah

The Senior Sukuk Murabahah will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking pari passu without any preference amongst themselves and pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, except those preferred by law.

AT1 Sukuk Mudharabah

The AT1 Sukuk Mudharabah pursuant to the relevant Transaction Documents will constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The rights and claims of the AT1 Sukukholders are subordinated in the manner described below. Subject to the laws of Malaysia, in the event of a Winding-Up (as defined below) of the Issuer, the rights of the AT1 Sukukholders to payment of nominal value and Periodic Distributions on the AT1 Sukuk Mudharabah and any other obligations in respect of the AT1 Sukuk Mudharabah are expressly subordinated and subject in right of payment to the prior payment in full of all claims of Senior Creditors (as defined below, which includes, but is not limited to, holders of Tier 2 Capital Instruments (as defined below)) and will rank senior to all Junior Obligations (as defined below). The AT1 Sukuk Mudharabah will rank *pari passu* with Parity Obligations (as defined below).

Definitions in relation to the AT1 Sukuk Mudharabah:

“**Junior Obligation**” means any ordinary share of the Issuer.

“**Parity Obligation**” means the most junior class of preference shares and any security or other similar obligation issued, entered into or guaranteed by the Issuer that constitutes as Additional Tier 1 capital of the Issuer, or otherwise ranks *pari passu* with the AT1 Sukuk Mudharabah.

“**Senior Creditors**” means (i) any depositors, creditors of the Issuer (including holders of any security or other similar obligation issued, entered into or guaranteed by the Issuer that constitutes Tier 2 Capital Instruments) other than those whose claims rank or are expressed to rank, by its terms or by operation of law, *pari passu* or junior to the claims of the AT1 Sukukholders; and (ii) any class of the Issuer’s share capital (excluding the most junior class of preference shares and ordinary shares).

“**Tier 2 Capital Instruments**” means (i) any capital instrument issued by the Issuer or (ii) any other similar obligation issued by any subsidiary of the Issuer that is guaranteed by the Issuer that, in each case, constitutes Tier 2 capital of the Issuer on an unconsolidated or consolidated basis, pursuant to the relevant requirements set out in BNM Capital Adequacy Framework.

“**Winding-Up**” means a final and effective order or resolution for the winding up, liquidation, dissolution or similar proceedings.

- (9) **Transaction Documents** : Such documentation shall include, but are not be limited to, the following:

- (i) the Programme Agreement;
- (ii) the Trust Deeds;
- (iii) the Sukuk Murabahah represented by the Global Certificates or the Definitive Certificates;
- (iv) the AT1 Sukuk Mudharabah represented by the Global Certificates or the Definitive Certificates;
- (v) the Securities Lodgement Form; and
- (vi) all other agreements executed or to be executed by Maybank in connection with the Sukuk Murabahah and the AT1 Sukuk Mudharabah and agreed by the Issuer and the Sukuk Trustee to be designated as a Transaction Document, and includes any amendments, variations and/or supplementals made or entered into from time to time and references to “**Transaction Document**” mean any one of them.

- (10) **Taxation** : All payments in respect of the Sukuk Murabahah, the AT1 Sukuk Mudharabah and the Transaction Documents by the Issuer shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any authority having power to tax, unless such withholding or deduction is required by law in which case the Issuer shall pay additional amounts so that the full amount which otherwise would have been due and payable under the Sukuk Murabahah and the AT1 Sukuk Mudharabah is received by parties entitled thereto.
- (11) **Redemption** : Unless previously redeemed or purchased and cancelled, the Sukuk Murabahah shall be redeemed by the Issuer at 100% of their nominal value on the Maturity Date.
- (12) **Form and Denomination** : Issuance of the Sukuk Murabahah and the AT1 Sukuk Mudharabah shall be in accordance with:-
- (i) the “Participation and Operation Rules for Payments and Securities Services” issued by Payments Network Malaysia Sdn Bhd (“**PayNet**”) (“**PayNet Rules**”);
 - (ii) the Operational Procedures for Securities Services” issued by PayNet (“**PayNet Procedures**”) or their replacement thereof (collectively “**PayNet Rules and PayNet Procedures**”) applicable from time to time; and
 - (iii) any other procedures/guidelines/rules issued by the relevant authorities from time to time (as the same may be amended and/or substituted from time to time).

Each series of the Sukuk Murabahah and the AT1 Sukuk Mudharabah shall be represented by a global certificate to be deposited with BNM, and is exchangeable for definitive bearer certificates only in certain limited circumstances. The denomination of the Sukuk Murabahah and the AT1 Sukuk Mudharabah shall be RM1,000 or in multiples of RM1,000 at the time of issuance.

- (13) **Jurisdiction** : The Issuer shall submit to the exclusive jurisdiction of the courts of Malaysia.
- (14) **Redemption Conditions (applicable to the Subordinated Sukuk Murabahah and AT1 Sukuk Mudharabah only)** : Any redemption of the Subordinated Sukuk Murabahah or AT1 Sukuk Mudharabah (whether pursuant to the Call Option or otherwise) shall be subject to compliance with the Redemption Conditions. Redemption Conditions means:
- (i) the Issuer is solvent at the time of any redemption of that series of Subordinated Sukuk Murabahah or AT1 Sukuk Mudharabah and immediately thereafter;
 - (ii) the Issuer has obtained the written approval of BNM prior to redemption of that series of Subordinated Sukuk Murabahah or AT1 Sukuk Mudharabah; and
 - (iii) the Issuer shall:
 - (A) replace that series of the Subordinated Sukuk Murabahah or AT1 Sukuk Mudharabah to be redeemed with capital of the same or better quality and the replacement of this capital shall be done at conditions which are sustainable for the income capacity of the Issuer; or
 - (B) demonstrate to BNM that its capital position is well above the minimum capital adequacy and capital buffer requirements after redemption of such series of the Subordinated Sukuk Murabahah or AT1 Sukuk Mudharabah.
- (15) **Contingent Write-Off (applicable to the Subordinated Sukuk Murabahah and the AT1 Sukuk Mudharabah only)** : **Subordinated Sukuk Murabahah**
- At the point of a Trigger Event, the Issuer shall irrevocably, without the consent of the Subordinated Sukukholders, write-off the Subordinated Sukuk Murabahah in whole or in part, if so required by BNM and/or Malaysia Deposit Insurance Corporation (“PIDM”) at their full discretion.
- Upon the occurrence of a Trigger Event, the Issuer is required to give notice to the Subordinated Sukukholders (via the Sukuk Trustee) and the rating agency in accordance with the terms of the Subordinated Sukuk Murabahah, then as of the relevant write-off date:

- (i) the write-off shall reduce:
 - (a) the claim of the Subordinated Sukuk Murabahah in liquidation. The Subordinated Sukukholders will be automatically deemed to irrevocably waive their right to receive, and no longer have any rights against the Issuer with respect to, payment of the aggregate nominal value of the Subordinated Sukuk Murabahah written-off;
 - (b) the amount to be paid when a call option is exercised; and
 - (c) profit payments on the Subordinated Sukuk Murabahah relating to the nominal value of the Subordinated Sukuk Murabahah written-off;
- (ii) the write-off shall be permanent and the full or part (as the case may be) of the nominal value of the Subordinated Sukuk Murabahah will automatically be written-off to zero and the whole or part (as the case may be) of the Subordinated Sukuk Murabahah will be cancelled; and
- (iii) the write-off of the Subordinated Sukuk Murabahah shall not constitute a Murabahah Enforcement Event or trigger cross-default clauses.

The write-off must generate Common Equity Tier 1 Capital (“**CET1 Capital**”) under the Malaysian Financial Reporting Standards and the Subordinated Sukuk Murabahah will only receive recognition in Tier 2 Capital up to the level of CET1 Capital generated by a full write-off of the Subordinated Sukuk Murabahah.

AT1 Sukuk Mudharabah

At the point of a Trigger Event, the Issuer shall irrevocably, without the consent of the Sukuk Trustee or AT1 Sukukholders, write-off the AT1 Sukuk Mudharabah, in whole or in part, if so required by BNM and/or PIDM at their full discretion.

Upon the occurrence of a Trigger Event, the Issuer is required to give notice to the AT1 Sukukholders (via the Sukuk Trustee) and the rating agency in accordance with the terms of the AT1 Sukuk Mudharabah, as the case maybe, then as of the relevant write-off date:

- (i) the write-off shall reduce:

- (a) the claim of the AT1 Sukuk Mudharabah in liquidation. The AT1 Sukukholders will be automatically deemed to irrevocably waive their right to receive, and no longer have any rights against the Issuer with respect to, payment of the aggregate nominal value of the AT1 Sukuk Mudharabah written-off;
- (b) the amount to be paid when a call option is exercised; and
- (c) Periodic Distribution of AT1 Sukuk Mudharabah relating to the nominal value of the AT1 Sukuk Mudharabah written-off;

- (ii) the write-off shall be permanent and the full or part (as the case may be) of the nominal value of the AT1 Sukuk Mudharabah will automatically be written-off to zero and the whole or part (as the case may be) of the AT1 Sukuk Mudharabah will be cancelled; and
- (iii) the write-off of the AT1 Sukuk Mudharabah shall not constitute an AT1 Enforcement Event, or trigger cross-default clauses.

The write-off must generate CET1 Capital under the Malaysian Financial Reporting Standards and the AT1 Sukuk Mudharabah will only receive recognition in Tier 1 Capital up to the level of CET1 Capital generated by a full write-off of the AT1 Sukuk Mudharabah.

**(16) Trigger Event
(applicable to the
Subordinated Sukuk
Murabahah and the
AT1 Sukuk
Mudharabah only)**

: A “**Trigger Event**” shall be the earlier of the following:

- (i) the Relevant Malaysian Authority (the “**Relevant Malaysian Authority**” means BNM, jointly with PIDM) notifies the Issuer in writing that the Relevant Malaysian Authority is of the opinion that a write-off is necessary, without which the Issuer would cease to be viable; or
- (ii) the Relevant Malaysian Authority publicly announces that a decision has been made by BNM, PIDM, or any other federal or state government in Malaysia, to provide a capital injection or equivalent support to the Issuer, without which the Issuer would cease to be viable.

**(17) Loss Absorption at
the point of breach of
CET1 Capital Ratio
(applicable to the AT1
Sukuk Mudharabah
only)**

: If the Common Equity Tier 1 capital ratio (“**CET1 Capital Ratio**”) of the Issuer (consolidated or entity level) falls below 5.125%, the Issuer shall, without the need for the consent of the Sukuk Trustee or the AT1 Sukukholders, write-off the AT1 Sukuk Mudharabah (in whole or in part).

The aggregate amount of AT1 Sukuk Mudharabah to be written-off must be at least the amount required to restore

the Issuer’s and the consolidated Maybank Group’s CET1 Capital Ratio to at least 5.75%. If this is not possible, then the full principal value of the AT1 Sukuk Mudharabah will be written-off.

“**Maybank Group**” means the Maybank group of companies.

(18) Limitation on Payment (applicable to the AT1 Sukuk Mudharabah only)

: The Issuer may, at its sole discretion and without prior notice to the AT1 Sukukholders, taking into account its specific financial and solvency condition (including insufficient income to pay the Periodic Distributions), elect to cancel any payment of Periodic Distribution, in whole or in part, on a non-cumulative basis. Any Periodic Distribution that has been cancelled shall be no longer due and payable at any time by the Issuer and shall not accrue, whether in a winding up situation or otherwise. Cancellation of a Periodic Distribution shall not constitute an AT1 Enforcement Event and does not entitle the AT1 Sukukholders to petition for the insolvency or winding-up of the Issuer. If the Issuer does not make any payment of Periodic Distribution on the relevant Periodic Distribution Date (or if the Issuer elects to make a payment of a portion, but not all, of such Periodic Distribution), such non-payment or part-payment shall serve as evidence of the Issuer’s exercise of its discretion to cancel such Periodic Distribution (or the portion of such Periodic Distribution not paid), and accordingly such Periodic Distribution (or the portion thereof not paid) shall not be due and payable.

If practicable, the Issuer shall provide notice of any cancellation of Periodic Distribution (in whole or in part) to the AT1 Sukukholders on or prior to the relevant Periodic Distribution Date. If practicable, the Issuer shall endeavour to provide such notice at least five (5) business days prior to the relevant Periodic Distribution Date. Failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation of Periodic Distribution, or give the AT1 Sukukholders any rights as a result of such failure.

(19) No Claim by AT1 Sukukholders in respect of Periodic Distributions (applicable to the AT1 Sukuk Mudharabah only)

: No AT1 Sukukholder shall have any claim whatsoever in respect of any Periodic Distribution or part thereof cancelled and/or not due or payable as described under the ‘Limitation on Payment’ clause. Accordingly, such cancelled Periodic Distribution or part thereof shall not accrue or accumulate for the benefit of the AT1 Sukukholders or entitle the AT1 Sukukholders to any claim in respect thereof against the Issuer.

(20) Distributable Reserves (applicable to the AT1 Sukuk Mudharabah only)

: Any Periodic Distribution may only be paid out of Distributable Reserves. At any time, the amounts for the time being available to the Issuer for distribution as a dividend in compliance with Section 131 of the Companies Act 2016, as of the date of the Issuer’s latest audited

financial statements provided that if the Issuer reasonably believes that the available amounts as of any Distribution Determination Date (as defined below) are lower than the available amounts as of the date of the Issuer’s latest audited financial statements and are insufficient to pay the Periodic Distributions and for payments of any dividends or other distributions in respect of Parity Obligations on the relevant Periodic Distribution Date, then two (2) directors of the Issuer shall provide a certificate, on or prior to such Distribution Determination Date, to the AT1 Sukukholders of the available amounts as of such Distribution Determination Date (which certificate of the two (2) directors will be binding in the absence of manifest error) and the “Distributable Reserves” as of such Distribution Determination Date for the purposes of such Periodic Distribution will mean the available amounts as set forth in such certificate.

“Distribution Determination Date” means, with respect to any Periodic Distribution Date, the day falling two (2) business days prior to that Periodic Distribution Date.

**(21) Distribution Stopper
(applicable to the AT1
Sukuk Mudharabah
only)**

: If, on any Periodic Distribution Date, payment of Periodic Distributions scheduled to be made on such date is not made by reason of the ‘Limitation on Payment’ clause, the Issuer shall not:

- (i) declare or pay, or permit any subsidiary of the Issuer to declare or pay, any dividends or other distributions in respect of Junior Obligations (or contribute any monies to a sinking fund for the payment of any dividends or other distributions in respect of any such Junior Obligations);
- (ii) declare or pay, or permit any subsidiary of the Issuer to declare or pay, any dividends or other distributions in respect of Parity Obligations the terms of which provide that the Issuer is not required to make payments of such dividends or other distributions in respect thereof (or contribute any monies to a sinking fund for the payment of any dividends or other distributions in respect of any such Parity Obligations);
- (iii) redeem, reduce, cancel, buy-back or acquire, or permit any subsidiary of the Issuer to redeem, reduce, cancel, buy-back or acquire, any Junior Obligations (or contribute any monies to a sinking fund for the redemption, capital reduction, buy-back or acquisition of any such Junior Obligations); or
- (iv) redeem, reduce, cancel, buy-back or acquire, or permit any subsidiary of the Issuer to redeem, reduce, cancel, buy-back or acquire, any Parity Obligations the terms of which provide that the Issuer is not

required to redeem, reduce, cancel, buy-back or acquire such Parity Obligations (or contribute any monies to a sinking fund for the redemption, capital reduction, buy-back or acquisition of any such Parity Obligations),

in each case, until (a) the next scheduled Periodic Distributions to be paid in respect of such number of consecutive Distribution Periods as shall be equal to or exceed twelve (12) calendar months have been paid in full (or an amount equivalent thereto has been paid, or irrevocably set aside in a separately designated trust account for payment to the AT1 Sukukholders); or (b) the Issuer is permitted to do so by an extraordinary resolution of the AT1 Sukukholders.

(22) Dissolution Distribution Amount (applicable to the AT1 Sukuk Mudharabah only)

: **“Dissolution Distribution Amount”** means:

- (i) Upon the occurrence of an AT1 Enforcement Event, the aggregate of the nominal value of the relevant AT1 Sukuk Mudharabah together with Periodic Distributions accrued and not cancelled but unpaid (if any) to (but excluding) the date of the AT1 Enforcement Event; and
- (ii) Upon early redemption (either pursuant to the exercise of a Call Option, Regulatory Redemption or Tax Redemption), the aggregate of the nominal value of the relevant AT1 Sukuk Mudharabah together with Periodic Distributions accrued and not cancelled but unpaid (if any) to (but excluding) the redemption date.

(23) Contingent Settlement (applicable to the AT1 Sukuk Mudharabah only)

: Upon the occurrence of a Capital Disqualification Event (as defined below) of a series of AT1 Sukuk Mudharabah, the Issuer may, at its option, redeem the relevant series of AT1 Sukuk Mudharabah pursuant to the Regulatory Redemption. The Issuer shall exercise its rights under the Sale Undertaking to require the Sukuk Trustee to sell the AT1 Sukukholders’ interest in the relevant Mudharabah Venture at the Exercise Price and enter into a sale agreement for such sale. The Sukuk Trustee shall use the aggregate proceeds thereof i.e. the Exercise Price, and any returns generated from the relevant Mudharabah Venture to redeem the relevant series of AT1 Sukuk Mudharabah. Any excess above the Dissolution Distribution Amount of the relevant series of AT1 Sukuk Mudharabah shall be waived by the AT1 Sukukholders and retained by the Mudharib as an incentive fee upon full redemption of the relevant series of AT1 Sukuk Mudharabah. Upon full payment of all amounts due and payable under the relevant series of AT1 Sukuk Mudharabah, the trust in respect of the relevant Mudharabah Venture will be dissolved and the relevant series of AT1 Sukuk Mudharabah held by the AT1 Sukukholders will be cancelled.

However, if on any Periodic Distribution Date, (i) a Capital Disqualification Event of a series of AT1 Sukuk Mudharabah has occurred prior to or on such date and is continuing and (ii) the Issuer has not exercised its option pursuant to the Regulatory Redemption, the Issuer shall, in respect of such series, be obliged to pay the Periodic Distribution accrued and payable in respect of the distribution period which ended on that Periodic Distribution Date and the ‘Limitation on Payment’ clause and the ‘Distributable Reserves’ clause shall cease to apply immediately thereafter. However, all other existing terms and conditions of that series of AT1 Sukuk Mudharabah will still apply. For the avoidance of doubt, after the occurrence of a Capital Disqualification Event in respect of any series of AT1 Sukuk Mudharabah, the relevant Periodic Distribution shall neither be deferred nor cancelled by the Issuer.

After the occurrence of a Capital Disqualification Event of a series of AT1 Sukuk Mudharabah, any Profit Shortfall or excess of income from the Mudharabah Venture on a particular Periodic Distribution Date shall be dealt with in the manner as provided for in paragraph 5b of the ‘Facility Description’ section. Any non-payment of the Periodic Distribution post the occurrence of a Capital Disqualification Event would trigger the occurrence of an AT1 Enforcement Event.

“**Capital Disqualification Event**” means that the whole (and not just a part) of any series of AT1 Sukuk Mudharabah no longer qualify for inclusion as Additional Tier 1 capital of the Issuer for the purposes of BNM’s capital adequacy requirements under any applicable regulations.

- (24) **No equity conversion (applicable to the AT1 Sukuk Mudharabah only)** : The AT1 Sukuk Mudharabah shall not entitle the AT1 Sukukholders to receive any form of equity interest in the Issuer at any point in time and the Issuer is not obliged to allot or issue any shares to or for the account of the AT1 Sukukholders upon the occurrence of a Trigger Event or otherwise. The AT1 Sukukholders shall not be entitled to participate in any distributions or entitlements to the Issuer’s shareholders or to attend or vote at any general meeting of the Issuer.
- (25) **Trustees’ Reimbursement Account** : In respect of the Subordinated Sukuk Murabahah and AT1 Sukuk Mudharabah, the Issuer shall open and maintain two (2) separate Shariah-compliant account designated as “Trustees’ Reimbursement Account for Sukukholders’ Actions” (as required under the SC’s Trust Deeds Guidelines) (collectively, “**Trustees’ Reimbursement Accounts**”), in which a sum of RM30,000.00 is to be deposited therein for the Subordinated Sukuk Murabahah and the AT1 Sukuk Mudharabah respectively. The Trustees’ Reimbursement Accounts shall be operated by the Sukuk Trustee and the monies shall only be used strictly

by the Sukuk Trustee in carrying out its duties in relation to the occurrence of a Murabahah Enforcement Event or an AT1 Enforcement Event (as the case may be) as provided in the relevant Trust Deed. The sum of RM30,000.00 in each of the Trustees’ Reimbursement Account shall be maintained at all times as long as there is any amount outstanding under the Subordinated Sukuk Murabahah or the AT1 Sukuk Mudharabah (as the case may be).

The monies in the Trustees’ Reimbursement Accounts may be invested in an Islamic-based account and/or Shariah-compliant instruments or securities in the manner provided in the relevant Trust Deed, with profit from the investment to accrue to the Issuer. The monies in the Trustees’ Reimbursement Accounts shall be returned to the Issuer upon full redemption of the Subordinated Sukuk Murabahah or the AT1 Sukuk Mudharabah (as the case may be) in the event there is no declaration of any Murabahah Enforcement Events or any AT1 Enforcement Events (as the case may be).

(26) Tenure of the sukuk : **Senior Sukuk Murabahah**
Each Senior Sukuk Murabahah issued under the Sukuk Programme shall have a minimum tenure of one (1) year.

Subordinated Sukuk Murabahah
Each Subordinated Sukuk Murabahah issued under the Sukuk Programme shall have a tenure of at least five (5) years subject to the Call Option (as defined herein).

AT1 Sukuk Mudharabah
Each AT1 Sukuk Mudharabah issued under the Sukuk Programme shall have a perpetual tenure, subject to the Call Option.

(27) Other Conditions : The Sukuk Murabahah and the AT1 Sukuk Mudharabah shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM, PayNet and/or other relevant regulatory authorities.

(28) Disclosure of the following:

(a) If the Issuer or its board members have been convicted or charged with any offence under any securities laws, corporation laws or other laws involving fraud or dishonesty in a court of law, or if : None.

any action has been initiated against the Issuer or its board members for breaches of the same, for the past ten years prior to the lodgement/ since incorporation (for Issuer incorporated less than ten years)

(b) If the Issuer has been subjected to any action by the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five years prior to the lodgement : None.

(29) **Option to Upsize** : The Issuer shall have the option to upsize the Sukuk Programme provided that:

- (a) such increase will not result in any adverse impact on the rating of the Sukuk Programme;
- (b) the relevant requirements under the LOLA Guidelines in relation to such upsizing have been complied with; and
- (c) the relevant regulatory approvals have been obtained (if applicable).

Each Trust Deed for the Sukuk Programme will provide that the Sukukholders and the AT1 Sukukholders (as the case may be) consent to any upsizing of the programme limit from time to time. Accordingly, no consent will be required from the Sukukholders or the AT1 Sukukholders (as the case may be), the Sukuk Trustee or from any other party under the Sukuk Programme for the Issuer to exercise the option to increase the limit of the Sukuk Programme from time to time.

(30) **Ta’widh (Compensation)** : **Sukuk Murabahah**

In the event of any delay in payments of the Deferred Sale Price under the Sukuk Murabahah, the Issuer shall pay to the Sukukholders Ta’widh (compensation) on such delay in

payments at the rate and manner prescribed by the SC’s SAC from time to time.

AT1 Sukuk Mudharabah

In the event of any delay of payments of the Exercise Price due and payable to the AT1 Sukukholders pursuant to the exercise of the Purchase Undertaking or Sale Undertaking, as the case may be, the Issuer shall pay the Ta’widh (compensation) on such amount at the rate and manner prescribed by the SC’s SAC from time to time.

(31) Ibra’

: **Sukuk Murabahah**

The Sukukholders in subscribing or purchasing the Sukuk Murabahah consent to grant Ibra’ (if any) in the following situations:

A. In Relation to Redemption Prior to the Maturity Date:

(a) Subordinated Sukuk Murabahah

- (i) If the Subordinated Sukuk Murabahah is redeemed before the Maturity Date, i.e. upon the declaration of a Murabahah Enforcement Event, Call Option, Regulatory Redemption or Tax Redemption (whichever is applicable), the Ibra’ shall be as detailed below.
- (ii) In respect of a write-off at the point of a Trigger Event, the Subordinated Sukukholders relinquish their rights (Ibra’) to the payment of the outstanding Deferred Sale Price due from the Purchaser, such amount corresponding to the aggregate principal amount and the Periodic Profit Payment (if applicable) of the Subordinated Sukuk Murabahah to be written off.

(b) Senior Sukuk Murabahah

If the Senior Sukuk Murabahah is redeemed before the Maturity Date, i.e upon exercising the Call Option, or in respect of a declaration of an Event of Default, the Ibra’ shall be as detailed below.

The Ibra’ in the event of redemption prior to Maturity Date shall be an amount equivalent to the aggregate unearned Profit Margin calculated from the date of the declaration of a Murabahah Enforcement Event or an Event of Default or early redemption (as the case may be) up to the Sukuk Murabahah’s respective maturity date(s).

B. In Relation to Periodic Profit Payments:

In respect of Periodic Profit Payments, the Sukukholders agree to grant *ibra'* in the following circumstances if the Initial Profit Rate or the Reset Profit Rate (as the case may be) is lower than the Maximum Profit Rate:

- (a) a series of Sukuk Murabahah where there is no Reset Feature and the Profit Rate for the Sukuk Murabahah is a floating rate; and
- (b) a series of Subordinated Sukuk Murabahah where there is a Reset Feature.

The amount of *ibra'* shall be an amount equivalent to the difference, if any, between the Periodic Profit Payment calculated based on the Maximum Profit Rate and the Periodic Profit Payment calculated based on the Initial Profit Rate or the Reset Profit Rate (as the case may be).

If the Initial Profit Rate or the Reset Profit Rate (as the case may be) is higher than the Maximum Profit Rate, the Issuer shall be obliged to make Periodic Profit Payment at the Maximum Profit Rate only. For the avoidance of doubt, the Maximum Profit Rate is not applicable for a series of Sukuk Murabahah with no Reset Feature where the profit rate is a fixed rate.

ibra' refers to an act of releasing absolutely or conditionally one's rights and claims on any obligation against another party which would result in the latter being discharged of his/its obligations or liabilities towards the former. The release may be either partially or in full.

AT1 Sukuk Mudharabah

- (32) **Kafalah** : Not applicable.
- (33) **Tanazul (waiver) (applicable to the AT1 Sukuk Mudharabah only)** : In the case of write-off (in whole or in part), the AT1 Sukukholders agree to waive their rights (based on *tanazul*) over payment of any realised income which would have otherwise been distributed as Periodic Distributions or part thereof and/or the nominal value of the AT1 Sukuk Mudharabah (such part being written off either in whole or in part, as the case may be) in the event of occurrence of:
- (i) Trigger Event; or
 - (ii) breach of CET1 Capital Ratio.

In case of (ii), the aggregate amount to be written off must be at least the amount required to restore the Issuer's and the consolidated Maybank Group's CET1 Capital Ratio to the required level.