

THIS AGREEMENT is made on the day

12th February 2015

BETWEEN

[REDACTED] licensed under DUBAI INTERNATIONAL FINANCIAL CENTRE AND DUBAI INVESTMENT AUTHORITY of the UAE Offshore INVESTMENT BANK Industry as an INVESTMENT BANK to carrying out its business at a place with the address of [REDACTED] (Hereinafter referred to as "the Investment Bank") of the one part;

AND [REDACTED] carrying out its business at a place with the address of [REDACTED]

The party whose name and address are stated in Section 2 of Schedule One (hereinafter referred to as "the panel ") of the other part.

WHEREBY IT IS AGREED as follows:

1. APPOINTMENT OF OUR PANEL IN MALAYSIA

- 1.1 The Investor shall pay or deliver and deposit in advance with the Investment Bank such amount of cash for the purpose of investment as stated in Section 3 of Schedule One (hereinafter collectively referred to as "the Investment Fund") for the purpose of participating in the investment activity described in Clauses 2 and 4 of this Agreement.
- 1.2 The [REDACTED] hereby appoints [REDACTED] as our panel for the Investor and borrowers and to act as the Investment Manager of the Investor in respect of the Investment Fund, Loan's and etc hereunder upon the terms and subject to the conditions hereinafter contained.
- 1.3 The Investment Manager hereby accepts the Investment Fund and agrees to provide the Investor with investment management services such as buying and selling, returning and exchanging, subscribing, accepting, placing and/or underwriting in marketable securities as stated in the Schedule Two (hereinafter referred to as "the Authorized Investments") and other securities that have secured approval from the DIFC and are in compliance with principles and practices that are ethical, with the objective of providing reasonable returns.
- 1.4 The Investor may at its discretion make additional investments (hereinafter collectively referred to as "Additional Investments") in excess of the Initial Investment specified in Section 5 of Schedule One by filling up the form shown in Schedule Four.
- 1.5 The Investment Manager shall manage the Investment Fund for the period specified in Section 9 of Schedule One (hereinafter collectively referred to as "the Management Period") from the date of the receipt of the Investment Fund and shall continue until specifically terminated by either party after giving due notice of withdrawal as specified in Clause 7.2 of this Agreement.

2. DUTIES, RIGHTS AND OBLIGATIONS OF THE INVESTMENT MANAGER

- 2.1 In carrying out its duties under this Agreement, the Investment Manager shall have absolute and unfettered discretion as to the management and investment of the Investment Fund and from time to time, shall diligently participate in the securities market and to take advantage of any opportunity available in the market, to buy and sell, return and exchange, subscribe, accept, place and/or underwrite securities that qualify the Investment Manager's safety and pricing criteria.
- 2.2 The investment process takes into consideration the management of investment risks where the value of the funds under management shall be influenced by various risks factors such as market, specific, interest rate, currency, country, manager, investment style and other possible risks involved in the management of funds.
- 2.3 The Investment Manager shall have the absolute and unfettered discretion to combine the Investor's Investment Fund with funds from other investors so as to form a sizeable pool of investor funds to cater for the needs of any investment opportunity under this Agreement that require such huge funds.
- 2.4 In addition to investing in the marketable securities, the Investment Manager may place any cash of the Investment Fund or permit such cash to remain on deposit with INVESTMENT BANK licensed financial institution, body (investments in which are permitted under the principles and practices that are ethical as per Schedule Two) for such time as fee Investment Manager considers desirable in the interest of the Investor *provided that* the Investment Manager shall procure that all such deposits or investment accounts established by such bank, institution or body in connection therewith shall be designated as a trust or deposit or investment accounts for the benefit of the Investor.
- 2.5 Notwithstanding anything to the contrary herein contained, the Investment Manager hereby reserves the right not to buy or sell, return and exchange, subscribe, accept, place and/or underwrite securities on the Investor's behalf without being bound to give or assign any reason thereof.

