

PRESCRIBED FORMS

[DELETED]

Appendix II

GUIDELINES FOR THE FORMATION OF NOMINEE COMPANIES TO COMPLY WITH FIC GUIDELINES

[DELETED]

APPENDIX III

UNDERTAKING BY [name of issuer of unlisted securities]

To :

Bursa Malaysia Depository Sdn. Bhd.
9th Floor Exchange Square
Bukit Kewangan
50200 Kuala Lumpur

Compliance with the Rules of Bursa Malaysia Depository Sdn. Bhd. (“the Rules of the Depository”)

In consideration of the Depository approving the application of [name of issuer of unlisted securities] (“the Company”) for the deposit of the Company’s securities [describe the securities] (“the unlisted securities”) with the Depository and for utilisation of the services and facilities made available by the Depository to the Company as an issuer of unlisted securities **WE HEREBY ACKNOWLEDGE** that the unlisted securities of the Company can remain deposited with the Depository and utilisation of any of such services and facilities by the Company as an issuer of unlisted securities can continue only during the pleasure of the Depository and **WE HEREBY UNDERTAKE AND AGREE** to comply with the Rules of the Depository which shall be in force from time to time, insofar as the same shall apply to the Company (“the Applicable Rules of the Depository”) and amend the constitution of the Company accordingly wherever necessary to ensure that the constitution gives effect to or are consistent with the Applicable Rules of the Depository.

The above Undertaking has been signed by me for and on behalf of the Company as [title] of the Company pursuant to authority granted to me by resolution of the board of directors of the Company on

Date :

Signature :

Name :

NRIC No. :

APPENDIX IV

**Undertaking by (name of the trustee of an exchange traded fund)
(Rule 17.01(2))**

To

Bursa Malaysia Depository Sdn. Bhd.
9th Floor, Exchange Square
Bukit Kewangan
50200 Kuala Lumpur.

Compliance with the Rules of Bursa Malaysia Depository Sdn. Bhd. ("the Depository")

In consideration of the Depository allowing the deposit of(name of the exchange traded fund) exchange traded fund ("ETF") units with the Depository and for utilisation of the services and facilities made available by the Depository to the ETF, WE, [name of trustee] ("the Trustee") HEREBY ACKNOWLEDGE that the ETF units shall remain deposited with the Depository and utilisation of any such services and facilities by the ETF shall continue only during the pleasure of the Depository and WE HEREBY UNDERTAKE AND AGREE to comply with the Rules of the Depository, the Procedures Manual, the provisions of the Securities Industry (Central Depositories) Act 1991 ("SICDA"), the regulations made under SICDA and any directions issued by the Depository, which shall be in force from time to time, insofar as the same shall apply to the ETF.

The above Undertaking has been signed by me for and on behalf of the Trustee as(title) of the Trustee pursuant to the authority granted to me by resolution of the board of directors of the Trustee on

Date:

Trustee:

Signature:

Name:

NRIC No.:

APPENDIX V

LETTER OF UNDERTAKING BY AN ISSUER WHICH IS A FOREIGN CORPORATION (Rule 17.01C(1)(a))

[To be transcribed onto the letterhead of [name of Issuer]]

To:

Bursa Malaysia Depository Sdn. Bhd.
9th Floor Exchange Square
Bukit Kewangan
50200 Kuala Lumpur

LETTER OF UNDERTAKING

In consideration of Bursa Malaysia Depository Sdn. Bhd. ("**Depository**"), upon the request of *[name of Issuer]* ("**Company**"), agreeing to act as a depository for the central handling of the securities of the Company that are listed or proposed to be listed on Bursa Malaysia Securities Berhad ("**Securities**") in accordance with the Securities Industry (Central Depositories) Act 1991 ("**SICDA**") and the Depository Rules,

1. WE ACKNOWLEDGE AND CONFIRM THAT:

- (a) the Depository is a bare trustee in relation to the Securities and the depositor having the Securities standing to the credit of the securities account maintained by such person with the Depository ("**Depositor**") is entitled to all rights (including voting and other rights), benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of or arising from the Securities;
- (b) the SICDA and the Depository Rules apply, where relevant, to the Securities and dealings in the Securities;
- (c) the Depository is not obliged to ensure that the Depositors comply with the ownership or transfer restrictions (if any) governing the issue, offering, sale or resale, pledge or other transfer of the Securities, and

2. WE IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE AND AGREE TO:

- (a) comply with the SICDA and the Depository Rules in force from time to time, insofar as the same applies to the Company ("**the Applicable Requirements**");
- (b) ensure that the constitution of the Company, including amendments if any, that may be made from time to time, give effect to and are consistent with the Applicable Requirements and this undertaking and in that regard, make such changes to the constitution as may be required by the Depository;
- (c) obtain and furnish to the Depository as soon as practicable, such advice or opinion from any lawyer, valuer, accountant, broker, banker or other expert, as may be required by the Depository, on any matter or issue in connection with the Securities or the Depository's position as a member of the Company, or reimburse the Depository in a timely manner, the costs of such advice or opinion, where the Depository seeks the advice or opinion on its own;

- (d) give to the Depository such information the Depository may reasonably require from time to time for the purpose of the discharge of the Depository's duties;
 - (e) not do or cause or permit to be done, or omit to do, any act that results or will result in the Depository breaching any applicable laws or the constitution of the Company;
 - (f) inform the Depository as soon as there are any changes in the law of incorporation of the Company that may affect or change the Depository's or Depositor's rights or obligations over the Securities, including without limitation:
 - (i) the Depository's status as a bare trustee in relation to the Securities;
 - (ii) the right to attend, speak, vote at shareholders' meetings and the right to appoint proxies;
 - (iii) the right to receive rights offering and any other entitlements;
 - (iv) withholding taxes on the Securities;
 - (v) stamp duties on the Securities;
 - (vi) substantial shareholder reporting requirements for the Securities;
 - (vii) foreign shareholding limits on the Securities;
 - (viii) capital controls over cash dividend or other cash distribution payable in respect of the Securities; and
 - (ix) obligations to file documents or make declarations in respect of the Securities;
 - (g) in addition to the indemnity in Rule 17.01A of the Depository Rules, indemnify and keep the Depository indemnified against any loss, damage, liability, cost or expense (including legal costs) suffered or incurred by the Depository, whether directly or indirectly as a result of or in connection with the Depository being a member or as a result of any breach by us of our agreement, representations or undertakings contained in this undertaking;
 - (h) provide such undertaking or enter into such agreement as may be necessary or in such form as determined by the Depository, to reflect changes, if any, to the applicable laws, Depository Rules or Depository practices or requirements;
 - (i) bear all charges and expenses:
 - (i) for services performed, upon our request, by the Depository in its role as a depository for the Securities; and
 - (ii) that may be incurred by the Depository as a result of or in connection with the Depository acting as a depository for the Securities or the Depository being a member of the Company.
3. For the purpose of this undertaking:
- (i) "Depository Rules" means the rules of the Depository, any direction issued by the Depository as defined in the rules and any amendment to the rules or directions as may be made from time to time; and
 - (ii) "applicable laws" includes the laws of Malaysia and [*country of incorporation of the issuer*].
4. This undertaking is binding upon and will enure for the benefit of our successors-in-title and assigns.

5. If at any time any provision of this undertaking is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the same shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this undertaking; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision in this undertaking.
6. This undertaking is to be governed by and construed in accordance with the laws of Malaysia and we irrevocably agree to submit to the exclusive jurisdiction of the Malaysian courts.

The above Undertaking has been signed by me for and on behalf of the Company as [title] of the Company pursuant to authority granted to me by resolution of the board of directors of the Company on

Date:

Signature:

Name:

NRIC No.: