

United Overseas Bank (Malaysia) Bhd (UOBM or Issuer).

An Islamic medium term notes programme of up to RM5.0 billion in nominal value under the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme) for the issuance of senior Islamic medium term notes (Senior Sukuk Wakalah) and Basel III-compliant Tier 2 subordinated Islamic medium term notes (T2 Sukuk Wakalah).

Principal Terms and Conditions

(A) CORPORATE INFORMATION OF ISSUER

- (1) Name : United Overseas Bank (Malaysia) Bhd (“UOBM” or “Issuer”).
- (2) Address : Level 22, UOB Plaza 1 Kuala Lumpur, No. 7 Jalan Raja Laut, 50350 Kuala Lumpur, Malaysia.
- (3) Date of incorporation: 29 July 1993
- (4) Place of incorporation : Malaysia
- (5) Business/Company : 271809-K
Registration Number
(Old)
- (6) Business/Company : 199301017069
Registration Number
(New)
- (7) Residence status : Non Resident Controlled Company
- (8) Place of listing : Not Listed
- (9) Date of listing : Not Listed
- (10) Principal activities of Issuer : The principal activities of the Issuer as at 20 November 2023 are banking and related financial services which includes Islamic banking business.
- (11) Issued and paid-up share capital : The issued and paid-up share capital of the Issuer as at 20 November 2023 is RM792,555,000.00 comprising of 470,000,000 ordinary shares.
- (12) Structure of shareholdings and : As at 20 November 2023, the shareholders of the Issuer are as follows:

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names of shareholders or, in the case of a public company, names of all substantial shareholders

Name of shareholders	No. of ordinary shares held	Shareholding
Chung Khiaw (Malaysia) Berhad	260,000,000	55.32%
United Overseas Bank Limited	210,000,000	44.68%
Total	470,000,000	100.00%

(13) Board of directors :

No.	Name
1	Wee Ee Cheong
2	Ching Yew Chye @ Chng Yew Chye
3	Chin Shoon Chong
4	Ng Wei Wei
5	Tunku Alina Binti Raja Muhd Alias

Additional Notes:

The directors of the Issuer above are as at 20 November 2023.

(14) Disclosure of the following :

- (i) 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 any action has been initiated against the Issuer or its
- None, save for the administrative action by the Securities Commission Malaysia (“**SC**”) (a) on 5 December 2016 due to the breach of section 354(1)(b)(ii) of the Capital Markets and Services Act 2007 (“**CMSA**”) read together with paragraphs 4.04 and 4.05, Section B, Part 2 of the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework (“**LOLA Guidelines**”) for the delay of two business days in submitting to the SC the monthly post-issuance report for one of its structured investment programmes and (b) on 15 December 2023 due to the breach of section 354(1)(b)(ii) of the CMSA read together with (i) Paragraph 1.12, Section A of the LOLA Guidelines and paragraph 9.04(f) of the Guidelines on Conduct for Capital Market Intermediaries (“**Conduct Guidelines**”) for the submission of ten monthly post-issuance reports to the SC in relation to structured products which contains information which are not true, incomplete and inaccurate and (ii) Paragraph 9.04(e) of the Conduct Guidelines for failure to promptly report to the SC upon discovering the breaches stated in paragraph (b)(i).

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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)

- (ii) If the Issuer has: Not applicable.
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

(B) PARTIES TO THE TRANSACTION

(a) Origination

No.	Roles	Name of parties
1	Issuer	United Overseas Bank (Malaysia) Bhd ("UOBM")
2	Principal Adviser	United Overseas Bank (Malaysia) Berhad
3	Principal Adviser	CIMB Investment Bank Berhad
4	Lead Arranger	UOBM and CIMB Investment Bank Berhad ("CIMB") (collectively, "JPA" and "JLA")

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5	Solicitors	Adnan Sundra & Low
6	Shariah Adviser	Amanie Advisors Sdn Bhd
7	Sukuk Trustee	Pacific Trustees Berhad
8	Facility Agent	UOBM
9	Other-Accounting Adviser	Ernst & Young
10	Credit Rating Agency	RAM Rating Services Berhad

(b) At the point of distribution

No.	Roles	Name of parties
1	Issuer	UOBM
2	Lead Manager	UOBM, CIMB and/or such other financial institution(s) to be appointed ("JLM")
3	Facility Agent	UOBM
4	Shariah Adviser	Amanie Advisors Sdn Bhd
5	Central Depository	BNM
6	Paying Agent	BNM

(c) After distribution

No.	Roles	Name of parties
1	Issuer	UOBM
2	Principal Adviser	United Overseas Bank (Malaysia) Berhad

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3	Principal Adviser	CIMB Investment Bank Berhad
4	Shariah Adviser	Amanie Advisors Sdn Bhd
5	Facility Agent	UOBM
6	Sukuk Trustee	Pacific Trustees Berhad
7	Central Depository	BNM
8	Paying Agent	BNM
9	Credit Rating Agency	RAM Rating Services Berhad

(C) DETAILS OF FACILITY/PROGRAMME

- (1) Name of facility : An Islamic medium term notes programme of up to RM5.0 billion in nominal value under the Shariah principle of Wakalah Bi Al-Istithmar (“Sukuk Wakalah Programme”) for the issuance of senior Islamic medium term notes (“Senior Sukuk Wakalah”) and Basel III-compliant Tier 2 subordinated Islamic medium term notes (“T2 Sukuk Wakalah”).
- (2) One-time issue or programme : Programme
- (3) Type of issuance(s) under this facility : Sukuk
- (4) ASEAN Sukuk :
- (5) Eligible SRI Projects :
- (6) Shariah principles (for sukuk) : 1. Wakalah bi al-Istithmar
2. Murabahah (via Tawarruq arrangement)

Additional Notes:

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- (7) Facility description : A Sukuk Wakalah Programme for the issuance of Senior Sukuk Wakalah and T2 Sukuk Wakalah (each and collectively, "**Sukuk Wakalah**").
(for ringgit-denominated sukuk, to provide description as cleared by the SC)
- The T2 Sukuk Wakalah under the Sukuk Wakalah Programme are intended to qualify as Tier 2 capital of the Islamic banking window (*Skim Perbankan Islam*) ("**SPI**") of United Overseas Bank (Malaysia) Bhd ("**UOBM**" or the "**Issuer**") pursuant to the Capital Adequacy Framework for Islamic Banks (Capital Components) issued by Bank Negara Malaysia ("**BNM**") on 9 December 2020 (as amended from time to time) ("**CAFIB**"), and to qualify as the Tier 2 capital of UOBM on a consolidated basis pursuant to the Capital Adequacy Framework (Capital Components) issued by BNM on 9 December 2020 (as amended from time to time) ("**CAF**").

Underlying Transaction

The issuance of each tranche of the Sukuk Wakalah from time to time under the Sukuk Wakalah Programme will be effected as follows:

1. Pursuant to a Wakalah agreement ("**Wakalah Agreement**") entered into between the Sukuk Trustee (acting on behalf of the Sukukholders) and the Issuer, the Sukuk Trustee (acting on behalf of the Sukukholders) shall appoint the Issuer to act as its agent ("**Investment Wakeel**") to perform services which include investing the issue proceeds ("**Sukuk Proceeds**") in the relevant Wakalah Investments (as defined below). The Issuer shall from time to time issue Sukuk Wakalah and the Sukukholders shall subscribe to the Sukuk Wakalah by paying the Sukuk Proceeds.

2. The Issuer, in its capacity as the Investment Wakeel, shall declare a trust over the Trust Assets (as defined below) for the benefit of the Sukukholders. The relevant Sukuk Wakalah shall represent the Sukukholders' undivided and proportionate beneficial interest in the relevant Trust Assets. The "**Trust Assets**" shall comprise (i) the Sukuk Proceeds, (ii) the relevant Wakalah Investments and (iii) the rights, title, interest, entitlement and benefit in, to and under the relevant transaction documents in connection with the Sukuk Wakalah Programme ("**Transaction Documents**").

The Investment Wakeel shall invest the Sukuk Proceeds received from the Sukukholders into the relevant investment portfolio, which shall comprise investments in:

(a) a certain percentage of the Shariah-compliant Business (as defined below), which shall represent the Sukukholders' interest in the Shariah-compliant Business whereby the investment assets ownership shall be based on proportionate basis via specific percentage (*mal musha`*); and

(b) Commodities (as defined below) purchased and sold under the Shariah principle of Murabahah ("**Commodity Murabahah Investment**").

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The investments described in (a) and (b) above shall collectively be referred to as the **“Wakalah Investments”**.

“Commodities” shall mean Shariah-compliant commodities, which shall include but 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 such other trading platforms acceptable to the Shariah Adviser.

“Shariah-compliant Business” shall mean:

- (i) the Shariah-compliant Islamic banking business activities of UOBM’s SPI; or
- (ii) in the event the Shariah-compliant Islamic banking business activities of UOBM’s SPI is transferred to a subsidiary of UOBM, the Shariah-compliant Islamic banking business activities of such subsidiary.

3. The Investment Wakeel shall invest at least 33% of the Sukuk Proceeds into the Shariah-compliant Business.

For the avoidance of doubt, the above ratio of at least 33% of the value of the Wakalah Investments is only applicable at the point of initial investment for each tranche of the respective Sukuk Wakalah, subject to the valuation principles set out in the Wakalah Agreement. The Investment Wakeel shall also ensure that the Shariah-compliant Business shall at all times be a component of the relevant Wakalah Investments.

4. The remaining balance of the Sukuk Proceeds after investment into the Shariah-compliant Business shall be invested into the relevant Commodity Murabahah Investment. The Commodity Murabahah Investment shall be effected as follows:

(a) Pursuant to a commodity Murabahah investment agreement between UOBM as the buyer (**“Buyer”**), the Investment Wakeel and the Sukuk Trustee, the Buyer shall issue a purchase order (**“Purchase Order”**) to the Investment Wakeel and the Sukuk Trustee (both acting on behalf of the Sukukholders) with an irrevocable and unconditional undertaking to purchase the Commodities from the Investment Wakeel (acting for and on behalf of the Sukukholders) at the Deferred Sale Price (as defined below);

(b) Pursuant to the Purchase Order, the Investment Wakeel (on behalf of the Sukukholders), via a commodity trading participant to be appointed via a commodity trading participant agreement, will purchase the Commodities on spot basis from the commodity supplier(s) at Bursa Suq Al-Sila’ and/or a commodity broker acceptable to the Shariah Adviser (**“Commodity Broker A”**) (**“Commodity Supplier”**) at a purchase price equivalent to the remaining balance of the Sukuk Proceeds after investment into the Shariah-compliant Business (**“Commodity Purchase Price”**). The Commodity Purchase Price shall be in line with the asset pricing requirements stipulated under the Guidelines on Islamic Capital Market Products and Services first issued by the Securities Commission Malaysia (**“SC”**) on 28 November 2022 (as amended from time to time);

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(c) Upon acquiring the Commodities, the Investment Wakeel (on behalf of the Sukukholders) will thereafter sell those Commodities to the Buyer for a price equivalent to the Commodity Purchase Price plus the aggregate profit margin and shall be payable on deferred payment basis (“**Deferred Sale Price**”). The Deferred Sale Price shall be equal to the sum of the aggregate Expected Periodic Distribution Amount (as defined below) and 100% of the nominal value of the relevant Sukuk Wakalah; and

(d) Upon the purchase of the Commodities, the Buyer, via a commodity trading participant, will immediately sell the Commodities to the commodity buyer(s) at Bursa Suq Al-Sila’ and/or a commodity broker other than Commodity Broker A acceptable to the Shariah Adviser (“**Commodity Broker B**”) (“**Commodity Buyer**”) on spot basis for cash, at a selling price equivalent to the Commodity Purchase Price (“**Selling Price**”).

“**Expected Periodic Distribution Amount**” means, on any Distribution Payment Date (as defined below), such amount calculated at the Periodic Distribution Rate (as defined in the paragraph entitled “*Other terms and conditions – Profit/Distribution Rate (fixed or floating)*”) on the nominal value of the relevant Sukuk Wakalah based on actual/365 days convention.

5. In respect of Sukuk Wakalah with Periodic Distributions, returns generated from the Wakalah Investments up to the Expected Periodic Distribution Amount shall be distributed periodically in the form of periodic distributions (“**Periodic Distributions**”) during the tenure of such Sukuk Wakalah. The Periodic Distributions shall be made semi-annually or such other period to be determined prior to the issuance date of the relevant Sukuk Wakalah (each such date for distribution, a “**Distribution Payment Date**”).

In respect of Sukuk Wakalah without Periodic Distributions, returns generated from the Wakalah Investments up to the expected one-off distribution amount which shall be equal to the difference between the nominal value and the Sukuk Proceeds of the Sukuk Wakalah shall be distributed on a one-off basis upon the relevant maturity date (“**Scheduled Dissolution Date**”), the Dissolution Declaration Date, the Enforcement Event Dissolution Date (both as defined below), or the Early Redemption Date (as defined in the paragraph entitled “*Provisions on early redemption, if applicable*”), as the case may be.

Any returns from the Wakalah Investments in excess of the Expected Periodic Distribution Amount or the expected one-off distribution amount (as the case may be) under the relevant tranche of Sukuk Wakalah shall be waived (*tanazul*) by the Sukukholders and retained by the Investment Wakeel as incentive fees for its services in managing the Wakalah Investments.

6. The Issuer as the obligor (“**Obligor**”) shall grant a purchase undertaking (“**Purchase Undertaking**”) to the Sukuk Trustee (for the benefit of the Sukukholders), whereby the Obligor shall purchase the Sukukholders’ undivided and proportionate beneficial interest in the Shariah-compliant Business at the Exercise Price (as defined below) via a sale agreement on the following date(s):

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(a) in respect of the Senior Sukuk Wakalah, on the Scheduled Dissolution Date or the Dissolution Declaration Date, whichever is the earlier;

(b) in respect of the T2 Sukuk Wakalah, on the Scheduled Dissolution Date or the Enforcement Event Dissolution Date, whichever is the earlier;

The “**Exercise Price**” for the purchase of the Shariah-compliant Business in the Wakalah Investment shall be at the fair value of the Shariah-compliant Business including any proportionate returns generated from the investment in the Shariah-compliant Business, on the relevant Scheduled Dissolution Date, the Dissolution Declaration Date, the Enforcement Event Dissolution Date (as defined below), the Call Date (as defined in the paragraph entitled “*Provisions on early redemption, if applicable*”), or the Early Redemption Date, as the case may be.

7. The Sukuk Trustee (acting on behalf of the Sukukholders) shall issue a sale undertaking (“**Sale Undertaking**”) in favour of the Issuer under which the Sukuk Trustee shall sell the Shariah-compliant Business to the Issuer at the Exercise Price via a sale agreement on the Call Date or the Early Redemption Date, as the case may be.

8. Proceeds of the Wakalah Investments, which comprise the Exercise Price, the Deferred Sale Price, the Call Option Redemption Amount (as defined in the paragraph entitled “*Provisions on early redemption, if applicable*”), and any returns generated shall be utilised to redeem the Sukuk Wakalah at the Dissolution Distribution Amount (as defined below) on the Scheduled Dissolution Date, the Dissolution Declaration Date, the Enforcement Event Dissolution Date, the Call Date or the Early Redemption Date, as the case may be.

On (i) the Scheduled Dissolution Date; (ii) the Dissolution Declaration Date; (iii) the Enforcement Event Dissolution Date; (iv) the Call Date; or (v) the Early Redemption Date, as the case may be, any returns from the relevant Wakalah Investments in excess of the Dissolution Distribution Amount due and payable under the relevant Sukuk Wakalah shall be waived (*tanazul*) by the Sukukholders and retained by the Investment Wakeel as incentive fee for its services as the Investment Wakeel in managing the relevant Wakalah Investments under the Wakalah Agreement.

9. The relevant trust in respect of the Trust Assets will be dissolved and the relevant Sukuk Wakalah held by the Sukukholders will be cancelled upon the occurrence of the following events:

(a) full payment of all amounts due and payable under the Sukuk Wakalah; or

(b) a write-off pursuant to Non-Viability Event (as defined in paragraph entitled “*Other terms and conditions – Non-Viability Event Loss Absorption (applicable to the T2 Sukuk Wakalah only)*” below) in respect of the T2 Sukuk Wakalah.

“**Dissolution Declaration Date**” means, in relation to the Senior Sukuk Wakalah, the date a Dissolution Event (as defined in the paragraph entitled “*Events of default*”

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or enforcement events, where applicable, including recourse available to investors") has been declared by the Sukuk Trustee.

"Dissolution Distribution Amount" means:

(a) On the Scheduled Dissolution Date:

In the case of Sukuk Wakalah issued with Periodic Distribution

- (i) the nominal value of the Sukuk Wakalah; plus
- (ii) the accrued but unpaid Expected Periodic Distribution Amount (if any) of the Sukuk Wakalah, accrued up to the Scheduled Dissolution Date.

In the case of Sukuk Wakalah issued without Periodic Distribution

the nominal value of the Sukuk Wakalah.

(b) On the Dissolution Declaration Date or the Enforcement Event Dissolution Date (as the case may be):

In the case of Sukuk Wakalah issued with Periodic Distribution

- (i) the nominal value of the Sukuk Wakalah; plus
- (ii) the accrued but unpaid Expected Periodic Distribution Amount (if any) of the Sukuk Wakalah, accrued up to the Dissolution Declaration Date or the Enforcement Event Dissolution Date (as the case may be).

In the case of Sukuk Wakalah issued without Periodic Distribution

the nominal value of the Sukuk Wakalah.

(c) On the Call Date:

In the case of Senior Sukuk Wakalah issued with or without Periodic Distribution

the Call Option Redemption Amount.

(d) On the Early Redemption Date:

In the case of T2 Sukuk Wakalah issued with Periodic Distribution

- (i) the nominal value of the T2 Sukuk Wakalah; plus
- (ii) the accrued but unpaid Expected Periodic Distribution Amount (if any) of the T2 Sukuk Wakalah, accrued up to (and excluding) the relevant of the Early Redemption Date.

In the case of T2 Sukuk Wakalah issued without Periodic Distribution

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the nominal value of the T2 Sukuk Wakalah.

For the avoidance of doubt, any double counting shall be disregarded.

The Dissolution Distribution Amount shall be subject to *Ibra'* in circumstances described in the paragraph entitled "*Ibra'*", where applicable.

"Enforcement Event Dissolution Date" means, in relation to the T2 Sukuk Wakalah, the date an Enforcement Event in item (b) (as set out in the paragraph entitled "*Events of default or enforcement events, where applicable, including recourse available to investors*") has been declared by the Sukuk Trustee.

The illustrative transaction structure and explanatory notes of the Sukuk Wakalah Programme are set out in the attachment entitled "**Transaction Diagram and Explanatory Notes of the Sukuk Wakalah Programme**".

- (8) Currency : Ringgit
- (9) Expected facility/
programme size : Up to MYR 5,000,000,000.00
- (10) Option to upsize (for : Yes
programme)

Additional Notes:

The Issuer shall have the option to upsize the programme limit of the Sukuk Wakalah Programme and for the avoidance of doubt, the Sukukholders shall via the trust deed provide their upfront consent for any upsizing of the Sukuk Wakalah Programme provided that:

(a) such upsizing will not result in any adverse impact on the prevailing rating of the Sukuk Wakalah Programme and such upsizing shall not unfairly discriminate against or is otherwise prejudicial to the Sukukholders;

(b) any upsizing of the programme limit shall be in compliance with the relevant requirements under the LOLA Guidelines and is subject to the approval of all regulatory authorities being obtained (if any).

- (11) Tenure of facility/
programme : Perpetual
- (12) Availability period of : The Sukuk Wakalah Programme shall be available for utilisation upon compliance
debt/ sukuk with (or waiver of) all relevant conditions precedent to the satisfaction of the JLA.

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programme

The first issuance of the Sukuk Wakalah shall be within ninety (90) business days from the date of the lodgement (“**SC Lodgement**”) with the SC (or such other dates as may be prescribed by the SC).

(13) Clearing and settlement platform

: BNM

(14) Mode of issue

- : Private/direct placement
 Bought deal
 Book building

(15) Selling restrictions

- : (i) At issuance:
- Read together with Schedule 9 of the CMSA
 - Schedule 5, Part I, 1(b) of the CMSA (consideration not less than RM250,000 or equivalent in foreign currencies for each transaction)
 - Other-The Sukuk Wakalah may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to a person to whom an offer or invitation to subscribe for or purchase the Sukuk Wakalah may be made and to whom the Sukuk Wakalah are issued would fall within: (i) Paragraph 1 (a), (b) or (d) of Part I of Schedule 5 of the Capital Markets and Services Act, 2007 (as amended from time to time) (the “CMSA”); and (ii) Schedule 6 and Schedule 7 of the CMSA; read together with (iii) Schedule 9 (or Section 257(3)) of the CMSA, subject to any change in the applicable law, order, regulation or official directive from time to time. Further, as the appointed credit rating agency has assigned the Senior Sukuk Wakalah a rating of AAA, the issuance of, offer for subscription or purchase of, or invitation to subscribe for or purchase the Senior Sukuk Wakalah falls within Schedule 8 of the CMSA.
- (ii) After issuance:
- Read together with Schedule 9 of the CMSA
 - Schedule 5, Part I, 1(b) of the CMSA (consideration not less than RM250,000 or equivalent in foreign currencies for each transaction)
 - Other-The Sukuk Wakalah may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to a person to whom an offer or invitation to subscribe for or purchase the Sukuk Wakalah may be made and to whom the Sukuk Wakalah are issued would fall within: (i) Paragraph 1 (a), (b) or (d) of Part I of Schedule 5 of the CMSA; and (ii) Schedule 6 or Section 229(1)(b) of the CMSA; read together with (iii) Schedule 9 or Section 257(3) of the CMSA, subject to any change in the applicable law, order, regulation or official directive from time to time. Further, as the appointed credit rating agency has assigned the Senior Sukuk Wakalah a rating of AAA, the issuance of, offer for subscription or purchase of, or invitation to subscribe for or purchase the Senior Sukuk Wakalah falls within Schedule 8 of the CMSA.

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- (16) Tradability and transferability : Size in Ringgit which are non-tradable and non-transferable:
Not applicable
Size in Ringgit which are restricted transferability:
Not applicable
Size in Ringgit which are tradable and transferable:
MYR 5,000,000,000.00
- (17) Secured/combinatio n of unsecured and secured, if applicable : Unsecured
- (18) Details of guarantee, if applicable : Not guaranteed
- (19) Convertibility of issuance and details of the convertibility : Non-convertible
- (20) Exchangeability of issuance and details of the exchangeability : Non-exchangeable
- (21) Call option and details, if applicable : Please refer to paragraph entitled “ *Provisions on early redemption, if applicable* ” below.
- (22) Put option and details, if applicable : No put option
- (23) Details of covenants : Positive Covenants

The Issuer shall comply with the following positive covenants (and in the case of T2 Sukuk Wakalah, such applicable positive covenants which are required in order to comply with the Guidelines on Trust Deeds issued by the SC on 12 July 2011 and revised on 23 July 2020 (as amended from time to time) (“**Trust Deeds Guidelines**”), including but not limited to the following):

(a) The Issuer shall perform and comply with all provisions under the Transaction Documents and the terms and conditions of the Sukuk Wakalah (including but not limited to redeeming the Sukuk Wakalah on the relevant Scheduled Dissolution Dates or any other dates on which the Sukuk Wakalah are due and payable) and immediately notify the Sukuk Trustee in the event that the Issuer is unable to fulfill

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or comply with any of the provisions of the Transaction Documents;

(b) The Issuer shall exercise reasonable diligence in carrying out its business in a proper and efficient manner;

(c) The Issuer shall ensure that all necessary approvals, licenses, consents and rights for the operation of its business are obtained and maintained;

(d) The Issuer shall maintain a paying agent who is based in Malaysia;

(e) The Issuer shall procure the Facility Agent to notify the Sukuk Trustee if the paying agent does not receive payment from the Issuer on the due dates as required under the Transaction Documents and the terms and conditions of the Sukuk Wakalah;

(f) The Issuer shall keep proper books and accounting records and provide the Sukuk Trustee and any person appointed by it access to such books and accounts to the extent permitted by law;

(g) The Issuer shall ensure that the provisions of the information memorandum (including any preliminary and/or supplemental information memorandum, if any) in respect of the Sukuk Wakalah Programme ("**Information Memorandum**") do not contain any matter which is inconsistent with the provisions of the Transaction Documents and the terms and conditions of the Sukuk Wakalah;

(h) The Issuer shall give to the Sukuk Trustee any information as the Sukuk Trustee may require in order to discharge its duties and obligations under the Transaction Documents relating to the Issuer's affairs to the extent permitted by law;

(i) The Issuer shall ensure that the Sukuk Wakalah shall at all times be governed by the requirements and rules, regulations and guidelines issued and to be issued from time to time by the SC and BNM having jurisdiction over matters pertaining to the Sukuk Wakalah;

(j) In relation to the T2 Sukuk Wakalah only, the Issuer shall ensure that any conditions subsequent in relation to the issuance of the T2 Sukuk Wakalah are complied with in accordance with the terms and conditions of the Sukuk Wakalah Programme and that any request from the Issuer to add, extend, vary or otherwise modify any conditions subsequent shall be subject to the approval of the Sukukholders; and

(k) Any other covenants as may be mutually agreed between the JLA and the Issuer.

Negative covenants

An Islamic medium term notes programme of up to RM5.0 billion in nominal value under the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme) for the issuance of senior Islamic medium term notes (Senior Sukuk Wakalah) and Basel III-compliant Tier 2 subordinated Islamic medium term notes (T2 Sukuk Wakalah).

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T2 Sukuk Wakalah

No negative covenants.

Senior Sukuk Wakalah

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

- (a) The Issuer shall not reduce or alter except to increase its issued or paid-up capital whether by varying, converting or consolidating, dividing or sub-dividing all or any of its shares unless it has obtained BNM's approval;
- (b) The Issuer shall not consolidate or amalgamate with or merge with any other person or into another entity or transfer all or substantially all its assets to another entity unless BNM has granted its approval;
- (c) Unless with BNM's prior approval, the Issuer shall not enter into any de-merger, reconstruction or winding-up unless the successor person or entity expressly assumes the Issuer's obligations under the Transaction Documents and after giving effect to such transaction, no Dissolution Event has occurred or is continuing or would occur;
- (d) The Issuer shall not cause itself to take steps to be voluntarily wound up or to dissolve itself and/or its respective affairs;
- (e) The Issuer shall not do or permit to occur or omit to do any act or omission, or execute or omit to execute any document which may render any of the Transaction Documents to be illegal, void, voidable or unenforceable;
- (f) The Issuer shall not change the utilisation of proceeds from the Senior Sukuk Wakalah where the Transaction Documents and the Information Memorandum set out a specific purpose for which proceeds are to be utilised;
- (g) The Issuer shall not surrender, transfer, assign, relinquish or otherwise dispose any of its rights and interest under the Transaction Documents (except as permitted or required under the Transaction Documents);
- (h) The Issuer shall not permit any amendment, supplement or variation to its Constitution in a manner which may be materially prejudicial to the interests of the holders of the Senior Sukuk Wakalah ("**Senior Sukukholders**"); and
- (i) Any other covenants as may be mutually agreed between the JLA and the Issuer.

Financial Covenants

An Islamic medium term notes programme of up to RM5.0 billion in nominal value under the Shariah principle of Wakalah Bi Al-Istithmar (Sukuk Wakalah Programme) for the issuance of senior Islamic medium term notes (Senior Sukuk Wakalah) and Basel III-compliant Tier 2 subordinated Islamic medium term notes (T2 Sukuk Wakalah).

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No financial covenant

Information Covenant

The Issuer shall comply with the following information covenants (and in the case of T2 Sukuk Wakalah, such applicable information covenants which are required in order to comply with the Trust Deeds Guidelines, including but not limited to the following):

(a) The Issuer shall provide to the Sukuk Trustee at least on an annual basis, a certificate that the Issuer has complied with its obligations under the Transaction Documents and the terms and conditions of the Sukuk Wakalah and that there did not exist or had not existed, from the date of the T2 Sukuk Wakalah or Senior Sukuk Wakalah (as the case may be) were issued or from the date of the previous certificate as the case may be, any Enforcement Event or Dissolution Event (as the case may be), and if such is not the case, to specify the same;

(b) The Issuer shall deliver to the Sukuk Trustee the following:

(i) a copy of its annual consolidated financial statements within one hundred and eighty (180) days after the end of each financial year;

(ii) a copy of its semi-annual unaudited consolidated financial statements within ninety (90) days after the end of each half of its financial year; and

(iii) all accounts, reports, notices, statements or circulars issued by the Issuer to its shareholders which are material and substantial to or necessary for the Sukukholders to make informed investment decisions, generally at the same time as these documents are issued to the shareholders,

and the information stipulated above may be circulated by the Sukuk Trustee at its discretion to the Sukukholders and the Credit Rating Agency;

(c) The Issuer shall immediately notify the Sukuk Trustee in the event that the Issuer becomes aware of the following:

(i) any Enforcement Event or Dissolution Event or that such other right or remedy under the terms, provisions and covenants of the T2 Sukuk Wakalah or the Senior Sukuk Wakalah and the Transaction Documents have become immediately enforceable;

(ii) any circumstance that has occurred that would materially prejudice the Issuer;

(iii) any substantial change in the nature of the business of the Issuer;

(iv) any change in the utilisation of proceeds from the T2 Sukuk Wakalah or Senior Sukuk Wakalah other than for the purpose stipulated in the Information Memorandum and the Transaction Documents;

(v) any change in the Issuer's withholding tax position or tax jurisdiction; and

(vi) any other matter that may materially prejudice the interest of the Sukukholders;

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and

(d) Any other covenants as may be mutually agreed between the JLA and the Issuer.

(24) Details of designated account, if applicable : No designated account

(25) Name of credit rating agency, credit rating and amount rated, if applicable

No.	Long Term/Short Term	Rated/Unrated	Credit rating agency	Credit rating	Final/indicative rating	Name of Issuance/Tranche/Series/ Class	Amount
1	Long Term	Rated	RAM Rating Services Bhd (RAM)	AAA	Final rating	N/A	MYR 5,000,000,000.00
2	Long Term	Rated	RAM Rating Services Bhd (RAM)	AA1	Final rating	N/A	MYR 5,000,000,000.00

Additional Notes:

The credit ratings of the respective Sukuk Wakalah to be issued under the Sukuk Wakalah Programme are as follows:

- (i) Senior Sukuk Wakalah: AAA
- (ii) T2 Sukuk Wakalah: AA1

(26) Conditions precedent : To include but not limited to the following (all of which shall be in form and substance acceptable to the JLA):

A Main Documentation

1. The relevant Transaction Documents have been signed and, where applicable, stamped (unless otherwise exempted) and presented for registration.

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B The Issuer

1. Certified true copies of the Certificate of Incorporation and the Constitution of the Issuer.
2. Certified true copies of the latest forms on the issued and paid up shares of the Issuer, its registered address and its directors and officers.
3. Certified true copies of board resolutions of the Issuer authorising, among others, the establishment of the Sukuk Wakalah Programme, issuance of the Sukuk Wakalah and the execution of the Transaction Documents.
4. A list of the Issuer's authorised signatories and their respective specimen signatures.
5. A report of the relevant company search of the Issuer.
6. A report of the relevant winding up search of the Issuer.

C General

1. The approval from BNM for the establishment of the Sukuk Wakalah Programme and for the T2 Sukuk Wakalah to be classified as Tier 2 capital of the Issuer's SPI and as Tier 2 capital of the Issuer on a consolidated basis.
2. Acknowledgement by the SC on the SC Lodgement for the Sukuk Wakalah Programme.
3. Shariah pronouncement from the Shariah Adviser confirming that the structure and mechanism of the Sukuk Wakalah Programme together with the Transaction Documents are in compliance with Shariah principles.
4. The JLA have received from the Solicitors a legal opinion addressed to the JLA and the Sukuk Trustee advising with respect to, among others, the legality, validity and enforceability of the Transaction Documents and a confirmation addressed to the JLA that all the conditions precedent have been fulfilled or waived, as the case may be.
5. Confirmation that the Issuer shall have obtained a final rating of AA1 and AAA for the T2 Sukuk Wakalah and Senior Sukuk Wakalah respectively from RAM Rating Services Berhad.
6. Evidence that the Sukuk Trustee's Reimbursement Accounts have been opened and arrangement has been made for a sum of RM100,000.00 to be deposited into

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each of the Sukuk Trustee's Reimbursement Accounts.

7. Evidence that arrangements have been made for the payment of all transaction fees, costs and expenses.

8. Such other conditions precedent as may be mutually agreed between the JLA and the Issuer.

It is a condition precedent for each issuance of the T2 Sukuk Wakalah under the Sukuk Wakalah Programme that the Issuer shall have notified BNM prior to the issuance of such T2 Sukuk Wakalah.

(27) Representations and warranties

Representations and warranties will include such representations and warranties customary and standard for a facility of this nature and shall include, but not limited to the following:

(a) The Issuer is duly established and validly in existence under the laws of Malaysia and has the power and authority to carry out its business;

(b) The Issuer has the power to enter into the Transaction Documents and exercise its rights to perform its obligations under the Transaction Documents;

(c) The Issuer's entry into and the exercise of the Issuer's rights and obligations under the Transaction Documents do not violate any existing law or regulation;

(d) The Transaction Documents are valid, binding and enforceable;

(e) All necessary actions, authorisations and consents required under the Transaction Documents and the Sukuk Wakalah have been obtained and remain in full force and effect;

(f) The audited accounts of the Issuer are prepared in accordance with generally accepted accounting principles and standards and represent a true and fair view of the Issuer's financial position;

(g) Save as disclosed in the Information Memorandum, there is no litigation which would have a Material Adverse Effect (as defined below);

(h) The Issuer has all licenses, 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 conducts its business, other than where the failure to obtain such licenses, permits, authorisations, approvals, orders and other concessions would not have a Material Adverse Effect;

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(i) The financial statements and other information supplied are true and accurate in all material aspects and not misleading except that, when warranted information is a forecast, the warranty will be to the effect that the forecast has been made on the basis of assumptions which were reasonable at the time when they were made and after due enquiry;

(j) No event has occurred which would constitute an Enforcement Event under the T2 Sukuk Wakalah or a Dissolution Event under the Senior Sukuk Wakalah or which with the giving of notice or the lapse of time or other condition would constitute an Enforcement Event or a Dissolution Event, as the case may be;

(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 or threatened under Section 366 of the Companies Act 2016;

(l) There has been no change in the business or 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; and

(m) Any other representation and warranties as may be mutually agreed between the JLA and the Issuer.

“Material Adverse Effect” means, any material adverse effect on the business of or condition (financial or otherwise) in relation to the Issuer or its results or operations or the ability of the Issuer to perform or comply with any of its obligations under any of the Transaction Documents (or which it is a party to).

(28) Events of defaults or : enforcement events, where applicable, including recourse available to investors

T2 Sukuk Wakalah

An **“Enforcement Event”** means the occurrence of any of the following:

(a) default in payment of:

(i) any principal under the T2 Sukuk Wakalah on the relevant due date; or

(ii) any Expected Periodic Distribution Amount under the T2 Sukuk Wakalah on the relevant due date, and the Issuer does not remedy such default in payment of the Expected Periodic Distribution Amount within a period of seven (7) business days from the relevant due date; or

(b) an order is made for the winding up of the Issuer and such order is not stayed or set aside within sixty (60) days of such order being made or, where so stayed, such stay lapses, or an effective resolution is passed for the winding up of the Issuer except where such order is made or such resolution is passed for the purpose of a reconstruction or amalgamation of the Issuer, the terms of which have been approved by the holders of the T2 Sukuk Wakalah by way of special resolution.

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Upon the occurrence of an Enforcement Event as described in item (a) above, subject to the terms of the Transaction Documents, the Sukuk Trustee may or shall (if directed to do so by a special resolution of the relevant tranche of the holders of the T2 Sukuk Wakalah) institute proceedings to enforce the payment obligations under the relevant tranche of the T2 Sukuk Wakalah and may institute proceedings in Malaysia for the winding up of the Issuer, provided that neither the Sukuk Trustee nor any of the holders of the T2 Sukuk Wakalah shall have the right to accelerate payment of that relevant tranche of the T2 Sukuk Wakalah in the case of default in the payment of any amount owing under that relevant tranche of the T2 Sukuk Wakalah or any non-performance of any condition, provision or covenant under that relevant tranche of the T2 Sukuk Wakalah or the Transaction Documents.

Upon the occurrence of an Enforcement Event in item (b) above, subject to the terms of the Transaction Documents, the Sukuk Trustee may or shall (if directed to do so by a special resolution of the holders of the relevant tranche of the T2 Sukuk Wakalah) declare (by giving written notice to the Issuer) that the T2 Sukuk Wakalah together with all other sums payable under the T2 Sukuk Wakalah shall become and be immediately due and payable at the Dissolution Distribution Amount on the Enforcement Event Dissolution Date, notwithstanding the stated maturity of the T2 Sukuk Wakalah, whereupon such amounts shall become and be immediately due and payable.

Upon the declaration of an occurrence of an Enforcement Event, the Sukuk Trustee may enforce its rights under the Transaction Documents, including but not limited to, requiring the Obligor to purchase the Shariah-compliant Business at the Exercise Price and the Buyer to pay the outstanding amounts of the Deferred Sale Price (subject to any *Ibra'*, if applicable). Proceeds of the Wakalah Investments, including the Exercise Price, the Deferred Sale Price and any returns generated shall be utilised to redeem the T2 Sukuk Wakalah at the relevant Dissolution Distribution Amount on the Enforcement Event Dissolution Date.

For avoidance of doubt, the occurrence of an Enforcement Event under item (a) above for any tranche of the T2 Sukuk Wakalah will not trigger the Enforcement Event for other tranches of the T2 Sukuk Wakalah outstanding. However, the occurrence of an Enforcement Event under item (b) above, will trigger an Enforcement Event for all tranches of the T2 Sukuk Wakalah outstanding.

Senior Sukuk Wakalah

A “**Dissolution Event**” means the occurrence of any of the following:

(a) default in payment of any money owing in respect of the Senior Sukuk Wakalah when the same shall become due and payable in accordance with the Transaction Documents and the Issuer fails to remedy such default within a period of seven (7) business days from the date such amount is due or demanded;

(b) a winding up order has been made against the Issuer or a resolution to wind-up

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the Issuer has been passed;

(c) a scheme of arrangement or any other corporate rescue mechanism under the Companies Act 2016 has been instituted by or against the Issuer;

(d) an encumbrancer takes possession or a receiver, receiver and manager, judicial manager or similar officer acting in a similar capacity 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 seven (7) business days after the Issuer became aware of having been notified by the Sukuk Trustee of the failure;

(f) any 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 or prejudices the ability of the Issuer to comply with its obligations under the Transaction Documents;

(g) where there is revocation, withholding, invalidation or modification of any license, authorisation, approval or consent which in the opinion of the Sukuk Trustee may have a Material Adverse Effect;

(h) there has been a breach by the Issuer of any terms or conditions in the Senior Sukuk Wakalah or the Transaction Documents or the Issuer fails to observe or perform its obligation under any of the Transaction Documents and in the case of a breach or 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 seven (7) 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 Documents, 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 seven (7) 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 dissolution event as may be mutually agreed between the JLA and the Issuer.

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Upon the occurrence of any Dissolution Event which is continuing, the Sukuk Trustee may, at its discretion, or shall (if so directed to do so by a special resolution of the holders of the relevant tranche of the Senior Sukuk Wakalah) declare that the Senior Sukuk Wakalah together with all other sums payable under the Senior Sukuk Wakalah shall become and be immediately due and payable at the Dissolution Distribution Amount on the Dissolution Declaration Date, notwithstanding the stated maturity of the Senior Sukuk Wakalah, whereupon such amounts shall become and be immediately due and payable. The Sukuk Trustee may also enforce its rights under the Transaction Documents, including but not limited to, requiring the Obligor to purchase the Shariah-compliant Business at the Exercise Price and the Buyer to pay the outstanding amounts of the Deferred Sale Price (subject to any *Ibra'*, if applicable).

For the avoidance of doubt, an occurrence of a Dissolution Event on the Senior Sukuk Wakalah shall not trigger any cross default or Enforcement Event on the T2 Sukuk Wakalah.

(29) Governing laws : Laws of Malaysia.

(30) Provisions on buy-back, if applicable : **T2 Sukuk Wakalah**

Subject to the prior approval from BNM (but which approval shall not be required for a purchase done in the ordinary course of business), the Issuer or any of its related corporations or agents of the Issuer may at any time purchase the T2 Sukuk Wakalah at any price in the open market or by private treaty provided always that no Non-Viability Event has occurred prior to such purchase. If purchases are made by tender, such tender must (subject to any applicable rules and regulations) be made available to all holders of the T2 Sukuk Wakalah of the relevant tranche equally.

The T2 Sukuk Wakalah 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 T2 Sukuk Wakalah purchased by related corporations (other than its subsidiaries) or any interested person of the Issuer, which includes the directors, major shareholders and chief executive officer, need not be cancelled but they will not entitle such related corporations or interested person of the Issuer to vote at any meetings of the holders of the T2 Sukuk Wakalah, subject to any exceptions in the Trust Deeds Guidelines. The T2 Sukuk Wakalah purchased and cancelled shall not be available for reissuance by the Issuer.

Neither the Issuer nor an affiliated party (as defined in the CAFIB or CAF) over which it exercises control or significant influence can purchase the T2 Sukuk Wakalah, nor can the Issuer directly or indirectly fund its purchase (save for any

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purchase which is done in the ordinary course of business of the Issuer or any related corporation or agent of the Issuer), failing which the regulatory adjustments as set out in the CAFIB or CAF shall apply.

Senior Sukuk Wakalah

The Issuer or any of its related corporations or agents of the Issuer may at any time purchase the Senior Sukuk Wakalah at any price in the open market or by private treaty. If purchases are made by tender, such tender must (subject to any applicable rules and regulations) be made available to all Senior Sukukholders of the relevant tranche equally.

All Senior Sukuk Wakalah redeemed or purchased by the Issuer or its subsidiaries or the agents of the Issuer (other than in the ordinary course of business) shall be cancelled and shall not be resold.

The Senior Sukuk Wakalah purchased by related corporations (other than its subsidiaries) or any interested person of the Issuer, which includes the directors, major shareholders and chief executive officer, need not be cancelled but they will not entitle such related corporations or interested person of the Issuer to vote under the terms of the Senior Sukuk Wakalah subject to any exceptions in the Trust Deeds Guidelines.

For the purpose of this paragraph, 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 any related corporation or agent of the Issuer for third parties but excludes those performed for the Issuer’s or its related corporation’s own account or the funds of the Issuer or its related corporation. Third parties herein refer to clients of the Issuer, its subsidiaries and related corporations.

(31) Provisions on early : **T2 Sukuk Wakalah**
redemption, if
applicable

(a) Early redemption pursuant to an optional redemption

The Issuer may, at its sole discretion, and subject to the Redemption Conditions (as defined below) being satisfied, redeem a tranche of the T2 Sukuk Wakalah in part or in whole on an Optional Redemption Date (as defined below) at its Dissolution Distribution Amount.

“**Optional Redemption Date**” means, in relation to a tranche of the T2 Sukuk Wakalah, the Distribution Payment Date of that relevant tranche of T2 Sukuk Wakalah falling no earlier than 5 years after the issue date of that relevant tranche of the T2 Sukuk Wakalah and any Distribution Payment Date thereafter.

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“Redemption Conditions” mean:

(i) the Issuer has obtained the written approval of BNM prior to redemption of that tranche of T2 Sukuk Wakalah or part thereof;

(ii) the Issuer is solvent at the time of redemption of a tranche of the T2 Sukuk Wakalah or part thereof and immediately thereafter;

(iii) the Issuer:

(A) shall replace that tranche of T2 Sukuk Wakalah or part thereof to be redeemed with capital of the same or better quality and the replacement of such capital is done at conditions which are sustainable for the income capacity of the Issuer; or

(B) demonstrates to BNM that its capital position is and can be sustained well above the minimum capital adequacy and capital buffer requirements as imposed by BNM after the redemption.

(b) Early redemption pursuant to a regulatory redemption

If a tranche of the T2 Sukuk Wakalah no longer fully qualify as Tier 2 capital of the Issuer for the purposes of BNM's capital adequacy requirements or any regulations applicable to the Issuer or if at any time there is more than an insubstantial risk on that tranche of the T2 Sukuk Wakalah (in whole or in part) issued will no longer fully qualify as such, the Issuer may, at its option, subject to the Redemption Conditions being satisfied, redeem that tranche of the T2 Sukuk Wakalah (in whole but not in part) at its Dissolution Distribution Amount.

(c) Early redemption pursuant to a tax redemption

If there is more than an insubstantial risk that:

(i) the Issuer is or will be obliged to pay any additional amounts because of taxes, duties, assessments or government charges or whatever nature in relation to the T2 Sukuk Wakalah; or

(ii) the Issuer is not able to obtain tax deductions on the distribution amount under the T2 Sukuk Wakalah for the purpose of Malaysian corporation tax,

as a result of a change in, or amendment to, any applicable laws or regulations of Malaysia or any political subdivision or any authority thereof having power to tax, or change in the application or official interpretation of such laws or regulation, which such change or amendment becomes effective on or after the issue date of the T2 Sukuk Wakalah and the Issuer cannot, by taking reasonable measures available to it, avoid the payment of any additional amounts or deduct the distribution amount in respect of the T2 Sukuk Wakalah, then the Issuer may, at its option, subject to the Redemption Conditions being satisfied, redeem that tranche of the T2 Sukuk Wakalah (in whole but not in part) at its Dissolution Distribution Amount.

“Early Redemption Date(s)” means the Optional Redemption Date(s) or the date

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on which the T2 Sukuk Wakalah is early redeemed pursuant to a regulatory redemption or a tax redemption, as the case may be.

Senior Sukuk Wakalah

A tranche of the Senior Sukuk Wakalah may have a call option (“**Call Option**”) if so determined by the Issuer prior to the issuance of such tranche of the Senior Sukuk Wakalah. In respect of any tranche of Senior Sukuk Wakalah for which there is a Call Option, the Issuer may at its sole discretion redeem that tranche of Senior Sukuk Wakalah (in whole or in part) on any Call Date (as defined below) at the Call Option Redemption Amount.

“**Call Date**” means, in relation to a tranche of the Senior Sukuk Wakalah where a Call Option is applicable, the date on which such Call Option is exercisable, which shall be determined prior to the issuance of such tranche of the Senior Sukuk Wakalah.

“**Call Option Redemption Amount**” means the amount payable by the Issuer pursuant to the exercise of the Call Option, which shall be determined prior to each issuance of Senior Sukuk Wakalah with a Call Option.

- (32) Voting : Voting by the holders of the Sukuk Wakalah shall be carried out on a “per series” basis and not on a collective basis. The Sukukholders shall have no voting rights in the Issuer.
- (33) Permitted investments, if applicable : No permitted investments
- (34) Ta’widh (for ringgit-denominated sukuk) : In the event the Investment Wakeel breaches its fiduciary duty as an investment manager due to its failure to distribute any realised Expected Periodic Distribution Amount or realised one-off distribution amount (arising from any returns generated from the Wakalah Investments), and/or the Obligor delays in the payment of any amounts due and payable to the Sukukholders under the sale agreement pursuant to the exercise of the Purchase Undertaking, and/or the Buyer delays payment of the outstanding Deferred Sale Price, the Investment Wakeel and/or the Obligor and/or the Buyer shall pay to the Sukuk Trustee (acting on behalf of the Sukukholders) *Ta’widh* (compensation) on such delay in payments at the rate and in the manner prescribed by the SAC of SC from time to time.
- (35) *Ibra’* (for ringgit-denominated sukuk) : *Ibra’* means an act of releasing absolutely or conditionally the Sukukholders’ rights and claims on any obligation against another party which would result in the latter being discharged of his/its obligation or liabilities towards the former. The release may be either partially or in full. With respect to the Murabahah contract, *Ibra’*

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refers to the release of rights on debts/amounts due and payable under said contract.

Ibra', where applicable, shall be granted by the Sukukholders.

Senior Sukuk Wakalah

The Sukukholders in subscribing to or purchasing the Senior Sukuk Wakalah consent to grant an *Ibra'* on the Deferred Sale Price, when the Senior Sukuk Wakalah are redeemed before the Scheduled Dissolution Date, upon the Dissolution Declaration Date or on the Call Date.

The *Ibra'* for redemption upon the Dissolution Declaration Date shall be calculated as follows:

(i) in the case of Senior Sukuk Wakalah with Periodic Distribution and issued at a discount:

the unearned Expected Periodic Distribution Amount and the unearned discounted amount.

(ii) in the case of Senior Sukuk Wakalah without Periodic Distribution and issued at a discount:

the unearned discounted amount.

(iii) in the case of Senior Sukuk Wakalah with Periodic Distribution and issued at par or at premium:

the unearned Expected Periodic Distribution Amount.

Ibra' for redemption on a Call Date shall be mutually agreed to prior to the issuance of the relevant Senior Sukuk Wakalah with a Call Option.

Ibra' for redemption in relation to (i), (ii) and (iii) upon the Dissolution Declaration Date shall be calculated from the Dissolution Declaration Date up to the Scheduled Dissolution Date of the relevant Senior Sukuk Wakalah.

T2 Sukuk Wakalah

The Sukukholders in subscribing to or purchasing the T2 Sukuk Wakalah consent to grant an *Ibra'* (if any) on the Deferred Sale Price when:

(a) the T2 Sukuk Wakalah are redeemed on an Enforcement Event Dissolution Date or an Early Redemption Date; and

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(b) the T2 Sukuk Wakalah are written-off (in whole or in part) at the point of Non-Viability Event.

The *Ibra'* for redemption upon the Enforcement Event Dissolution Date or the Early Redemption Date shall be calculated as follows:

(1) in the case of T2 Sukuk Wakalah with Periodic Distribution and issued at a discount:

the unearned Expected Periodic Distribution Amount and the unearned discounted amount.

(2) in the case of T2 Sukuk Wakalah without Periodic Distribution and issued at a discount:

the unearned discounted amount.

(3) in the case of T2 Sukuk Wakalah with Periodic Distribution and issued at par or at premium:

the unearned Expected Periodic Distribution Amount.

Ibra' for redemption in relation to (1), (2) and (3) above shall be calculated from the Enforcement Event Dissolution Date or Early Redemption Date up to the relevant Scheduled Dissolution Date(s) of the T2 Sukuk Wakalah.

In the case the T2 Sukuk Wakalah are written-off (in whole or in part) at the point of Non-Viability Event, the *Ibra'* shall be such amount corresponding to the aggregate principal amount and the Expected Periodic Distribution Amount of the T2 Sukuk Wakalah required to be written off.

For the avoidance of doubt, *Ibra'* will only be applicable to the Commodity Murabahah Investment portion of the Wakalah Investments i.e. the Deferred Sale Price.

For the avoidance of doubt, any double counting shall be disregarded.

(36) Kafalah (for ringgit- : Not applicable.
denominated sukuk)

(37) Waivers from : None.
complying with
Guidelines on
Unlisted Capital
Market Products

United Overseas Bank (Malaysia) Bhd (UOBM or Issuer).

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under the Lodge and
Launch Framework
and other relevant
guidelines of the SC
obtained for the
facility/programme, if
any