

SCHEME FOR THE TRANSFER OF NON-PERFORMING LOANS
Under Part VI of the Financial Services Act 2013 (Act 758)

Between

STANDARD CHARTERED BANK MALAYSIA BERHAD
(198401003274 (115793-P))
As Transferor

And

COLLECTIUS AMC 2 SDN. BHD.
(202001022602 (1378922-U))
As Transferee

1. PRELIMINARY

- 1.1. This is the Scheme for the transfer by Standard Chartered Bank Malaysia Berhad (the “**Transferor**”) to Collectius AMC 2 Sdn. Bhd. (the “**Transferee**”), of the Loans (comprising the Receivables, the Related Rights and the Related Liabilities) pursuant to, and in accordance with and subject to, the terms and conditions of, the Loan Sale and Purchase Agreement dated 31 May 2024 between the Transferor and the Transferee (as may be amended, modified, supplemented, restated or varied in accordance with the terms thereof) (the “**LSPA**”), which is to be confirmed by an order of the High Court of Malaya (the “**Court**”).
- 1.2. The object of this Scheme is to effect the transfer of the Loans (comprising Receivables, the Related Rights and the Related Liabilities) from the Transferor to the Transferee at and as from the Completion Date, in accordance with and subject to the terms and conditions of the LSPA.
- 1.3. Each of the Transferor and the Transferee has obtained the prior written approval of Bank Negara Malaysia (“**BNM**”) to enter into the LSPA pursuant to section 100(6) of the Financial Services Act 2013 (the “**FSA**”).
- 1.4. It is intended that a joint application shall be made to the Court by the Transferor and the Transferee pursuant to section 102 of the FSA for an order to confirm the Scheme, and to transfer and vest the Loans (comprising the Receivables, the Related Rights and the Related Liabilities), at and as from the Completion Date, to and in the Transferee, in accordance with and subject to the terms and conditions of the LSPA (the “**Vesting Order (Conventional)**”).

2. PARTIES

- 2.1. The Transferor is a company incorporated in Malaysia under the Companies Act 2016 (the “**CA**”) and is licensed under the FSA to carry on banking business in Malaysia.
- 2.2. The Transferee is a company incorporated in Malaysia under the CA as a local asset management company which forms part of the joint special purpose vehicle of the Collectius’ group and the International Financial Corporation (Collectius 2 AG, a company incorporated in Switzerland).

3. DEFINITIONS AND INTERPRETATION

- 3.1. In this Scheme, unless the context otherwise requires, the defined terms shall have the meanings ascribed to them in Schedule 1.

- 3.2. In this Scheme, the headings are for convenience only and shall not affect its interpretation and unless the context otherwise requires:
- (a) references to Schedule are to the schedule to this Scheme, and such Schedule shall have the same force and effect as if set out in the body of this Scheme;
 - (b) the words “**include**”, “**included**”, “**including**”, “**in particular**” and their cognates shall not be interpreted as words of limitation;
 - (c) references to one gender include all genders and references to the singular include the plural and vice versa;
 - (d) a reference to a “**claim**” includes any claim, action, demand, proceeding, investigation, judgment or award (in each case whether or not successful, compromised or settled) of every description, whether deriving from contract, statute, Applicable Law or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed, and whether in respect of any obligation owed or incurred, severally or jointly, or as principal or surety;
 - (e) any reference to a statute or statutory provision includes that statute or provision as from time to time modified, re-enacted or consolidated whether before or after the date of this Scheme, any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which that statute or provision has directly or indirectly replaced, and any subsidiary or subordinate legislation made from time to time under that statute or statutory provision;
 - (f) a reference to a “**liability**” includes any liability, duty, obligation or burden of every description, whether deriving from contract, statute, Applicable Law or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed, and whether in respect of any obligation owed or incurred, severally or jointly, or as principal or surety;
 - (g) the Interpretation Acts, 1948 and 1967 of Malaysia, shall apply to this Scheme in the same way as they apply to an enactment;
 - (h) references to time are to Malaysian times;
 - (i) references to “**day**” (including the phrase “**Business Day**”) shall be construed to mean a period of 24 hours running from midnight to midnight;
 - (j) references to “**calendar month**” shall be construed to mean the period commencing from the first day and ending on the last day of the Gregorian calendar month, and “**month**” shall be construed to mean the period calculated from any specific day up to and including the day immediately before the day numerically corresponding to that specific day in the subsequent calendar month or, if there shall be no such day in such subsequent calendar month, the last day of that calendar month;
 - (k) any reference to a day, week, month or year is to that day, week, month or year in accordance with the Gregorian calendar;
 - (l) if any time period specified in this Scheme is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day; and
 - (m) if any time period specified in this Scheme ends on a day which is not a Business Day, then that time period is to be deemed to only expire on the next Business Day.

4. SCHEME OF TRANSFER

- 4.1. This Scheme, upon the confirmation by the Vesting Order (Conventional), shall take effect at and as from the Completion Date, such that the Loans (comprising the Receivables, the Related Rights and the Related Liabilities) shall be transferred to the Transferee, and pursuant to which the Transferee shall acquire the Loans to the intent that all rights, titles, benefits and interests in, to or in respect of any of such Loans shall be transferred to and vested in the Transferee without the need to effect the transfer of any such right, title, benefit and interest in, to or in respect of each loan forming part of such Loans individually, in accordance with and subject to the terms and conditions of the LSPA, this Scheme and the Vesting Order (Conventional).
- 4.2. The consideration for the sale and purchase of the Loans (comprising the Receivables, the Related Rights and the Related Liabilities) by the Transferor to the Transferee shall be as stated in the LSPA.
- 4.3. Without prejudice to the generality of the other provisions of paragraph 4 of this Scheme, the transfer of the Loans to the Transferee shall take effect in the following manner:
- (a) that the Loans, including any right, title, benefit and interest in, to or in respect of any of such Loans, vested in or held by the Transferor either alone or jointly with any other person shall, at the Completion Date, be transferred to and vested in or held by the Transferee or as the case may be, jointly with such other person subject to all powers, provisions and liabilities applicable thereto respectively, without the need to effect the transfer of any such right, title, benefit and interest in, to or in respect of each loan forming part of such Loans individually;
 - (b) that the Related Liabilities shall be transferred to and assumed by the Transferee, and the Transferee shall be fully responsible for all the liabilities, obligations and/or duties of such Related Liabilities with effect from the Completion Date without the need to effect the assumption or transfer of each liability, obligation and/or duty forming part of such Related Liabilities individually, and the Transferor shall cease to be liable in respect of all and any of such Related Liabilities with effect from the Completion Date;
 - (c) that all risks in and all liabilities, duties and obligations of the Transferor under or in respect of the Loans, howsoever and whensoever arising, and whether arising before, on or after the Entitlement Date, shall, subject to Completion, be assumed by the Transferee, provided always that the Transferor shall remain responsible for liabilities which are owed by the Transferor to the relevant Customer arising from the default of the Transferor of the terms of the relevant Loan prior to Completion and in respect of which a claim has been made by the relevant Customer against the Transferor prior to Completion;
 - (d) that each account between the Transferor and each Customer shall, with effect from the Completion Date become an account between the Transferee and the Customers, subject to the same conditions and incidents as were applicable to such account between the Transferor and such Customer immediately prior to the Completion Date, and the Transferee shall be liable for all liabilities arising from all of such accounts (whether or not such liabilities have arisen before the Completion Date), and each such account shall be deemed for all purposes to be a single continuing account;
 - (e) that any existing instrument, whether in the form of a deed, indenture, deed poll, and other instrument, and any order of any court, under or by virtue of which any loans became vested in the Transferor in respect of the Loans (comprising the Receivables, the Related Rights and the Related Liabilities), shall be construed and have effect, with effect from the Completion Date, so far as the context permits, as if for any reference therein to the Transferor there were substituted by a reference to the Transferee;
 - (f) that any agreement or contract relating to the Loans (comprising the Receivables, the Related Rights and the Related Liabilities), to which the Transferor was a party thereto shall have effect as from the Completion Date as if the Transferee had been a party

thereto and executed such existing agreement or contract instead of the Transferor, and if any consent or approval of any third party is required for the transfer and/or vesting of any such existing agreement or contract, the consent or approval will be deemed to have been obtained at the Completion Date;

- (g) that any agreement or contract relating to the Loans (comprising the Receivables, the Related Rights and the Related Liabilities), to the extent that it is still in force or has any effect as at the Completion Date, shall be binding on all persons affected thereby including the parties to any such existing agreement or contract, as if the Transferee had been a party thereto and executed such existing agreement or contract instead of the Transferor (if applicable);
 - (h) that any existing instruction, order, direction, mandate, power of attorney, authority, undertaking, notice or consent (including notice or consent in respect of the use or processing of or the transfer of any personal data, (including sensitive personal data) abroad), in respect of the Loans (comprising the Receivables, the Related Rights and the Related Liabilities), given to the Transferor either alone or jointly with other person, shall have effect, from the Completion Date, in respect of anything due to be done, as if given to the Transferee either alone or, as the case may be, jointly with such other person;
 - (i) that in respect of any right or liability of the Transferor transferred to the Transferee pursuant to this order, the Transferee shall have the same rights, powers and remedies (and in particular the same rights and powers as to taking and resisting legal proceedings or making or resisting applications to any authority) for ascertaining, protecting or enforcing that right or resisting that liability of the Transferor, as if it had at all times been a right or liability of the Transferee (including those rights or liabilities in respect of any legal proceedings or applications to any authority pending immediately before the Completion Date by or against the Transferor);
 - (j) that any judgment or order or award of any arbitration or any other tribunal or administrative body in respect of the Loans (comprising the Receivables, the Related Rights and the Related Liabilities) obtained by or against the Transferor and not fully satisfied before the Completion Date shall be enforceable by or, as the case may be, against the Transferee with effect from the Completion Date; and
 - (k) that any legal proceeding, arbitration, tribunal and other proceeding in respect of the Loans (comprising the Receivables, the Related Rights and the Related Liabilities) in which or where the Transferor is a party shall be continued as if the Transferee were a party in place of the Transferor with effect from the Completion Date.
- 4.4. The Transferor and the Transferee will execute and do all such conveyances, transfers, assurances and things as may be necessary to transfer or vest the Loans (comprising the Receivables, the Related Rights and the Related Liabilities) to or in the Transferee.
- 4.5. The Transferor and the Transferee agree that in the event of any inconsistency between the LSPA and the Scheme, the LSPA shall prevail to the extent of such inconsistency, and the provisions of the Scheme shall be read and be construed in a manner so as to give full effect to the provisions of the LSPA.
- 4.6. The Transferor and the Transferee may consent jointly to any modification of or amendment to this Scheme or to any condition affecting the same which the Court and/or BNM may approve or impose pursuant to sections 102(3), 103(3) and 100(6) of the FSA.
- 4.7. Subject to the confirmation or approval (as the case may be) from the Court and/or BNM (if and to the extent required), the Transferor and the Transferee may amend this Scheme by way of mutual agreement.

SCHEDULE 1
Definitions

- (a) **“Applicable Law”** means each applicable: (i) law, rule, regulation, ordinance, directive, statute, authorisation, permit, licence, notice, instruction, decree, administrative practice, formal or informal guidance, policy, policy document, guideline, measure, publication or other requirement of any Governmental Authority or any other relevant regulator; (ii) judgment or judicial practice of any court with competent jurisdiction; (iii) rule of any stock exchange on which the shares of either the Transferor or the Transferee (or their holding companies) are listed; and (iv) voluntary code of practice in relation to banking or a consumer lending business that the Transferor has publicly committed to follow; and (v) the Disposal and Purchase of Impaired Loans/Financing exposure draft (issued by BNM on 19 June 2023).
- (b) **“BNM”** means Bank Negara Malaysia or the Central Bank of Malaysia, including any predecessor or successor entity.
- (c) **“Business Day”** means any calendar day other than Saturday or Sunday, or any other day on which commercial banks are authorised or required by law to be closed in Kuala Lumpur, Malaysia.
- (d) **“Completion”** means completion of the sale and purchase of the Loans in accordance with the LSPA.
- (e) **“Completion Date”** means the date on which Completion takes place, as determined in accordance with Clause 5.1 of the LSPA, or at or on such other time, date and place as the Transferor and the Transferee may otherwise mutually agree in writing, or as may be ordered by the Court pursuant to the Vesting Order (Conventional).
- (f) **“Completion Time”** means 00:00 on the Completion Date.
- (g) **“Court”** is as defined in paragraph 1.1 of this Scheme.
- (h) **“Credit Documents”** means the documents, contracts, agreements and arrangements executed and delivered in connection with the Loans together with all schedules, appendices, amendments, waivers and variations and all ancillary guarantee, security, intercreditor or restructuring documentation in relation to the Loans.
- (i) **“Customers”** means the customers of the Transferor in respect of the Loans.
- (j) **“Entitlement Date”** means 00:00 (in 24-hour time format) on 1 May 2023.
- (k) **“Excluded Loans”** means:
 - (i) Loans granted by the Transferor:
 - (1) to Customers who have been identified by the Transferor to be deceased prior to the Entitlement Date;
 - (2) to Customers who have been identified by the Transferor to have been adjudicated a bankrupt prior to the Entitlement Date; and/or

- (3) to Customers who have been identified by the Transferor in accordance with its internal procedures and processes to have been obtained by fraud,

and, in each case, notified in writing by the Transferor to the Transferee on or prior to the Completion Date;

- (ii) Loans which are prohibited or restricted from being transferred by the Transferor to the Transferee pursuant to any Applicable Law or by any Governmental Authority and notified in writing by the Transferor to the Transferee on or prior to the Completion Date;
 - (iii) Loans as set out in Schedule 5 of the LSPA, which have been mutually agreed between the Parties to be excluded from the Transaction; and/or
 - (iv) such other Loans as mutually agreed between the Transferor and the Transferee in writing.
- (l) “**FSA**” means the Financial Services Act 2013.
 - (m) “**Governmental Authority**” means any multinational, national (including with respect to Malaysia), federal, state, provincial or local governmental or regulatory or supervisory authority or entity or body or any subdivision thereof, including: (a) any banking or financial services regulator (including BNM), any court (including the High Court of Malaya), foreign exchange authority, foreign investment authority, competition or anti-trust authority; and (b) any agency, instrumentality, division, department or other body thereof or any of the foregoing with competent authority to assess or collect Tax.
 - (n) “**Loans**” means, collectively the Tranche A Loans and Tranche C Loans, but excluding the Excluded Loans, the anonymised lists of which are as included in Schedule 1 of the LSPA.
 - (o) “**Receivables**” means all of the amount owing to the Transferor by Customers pursuant to the Loans, including any billings, principal, interest, periodic finance charges, annual fees, late fees, overlimit fees and special fees, as at the Completion Time.
 - (p) “**Related Liabilities**” means any and all liabilities, duties and obligations of the Transferor (whenever and however arising and whether arising before or after Completion and whether actual, contingent or future and including in respect of any claims or proceedings or any damages, compensation, awards, fines, penalties and costs, whether agreed or imposed by a court or tribunal or Governmental Authority) under or in respect of the Loans, but excluding liabilities which are owed by the Transferor to the relevant Customer arising from the default of the Transferor of the terms of the relevant Loan prior to Completion and in respect of which a claim has been made by the relevant Customer against the Transferor prior to Completion.
 - (q) “**Related Rights**” means any and all rights, benefits and interest of the Transferor under or in respect of the Loans on and from Completion Time, including, without limitation, the following:
 - (i) all obligations to the Transferor under the Credit Documents;
 - (ii) all claims, causes of action and any other right of the Transferor, whether known or unknown, against a Customer, or any of its affiliates, agents, representatives, contractors, advisors, or any other person that is in any way based upon, arises out of, or is related to, any of the foregoing, including, to the extent permitted under Applicable

Law, all claims (including contract claims, tort claims, malpractice claims and claims under any law governing the purchase and sale of, or indentures for, securities), causes of action and any other right of the Transferor against any lawyer, accountant, financial advisor or other person arising under or in connection with the Credit Documents;

- (iii) the right to all cash, securities or other property and all set-offs and recoupments, received, applied or effected by or for the account of the Transferor under the Credit Documents and other extensions of credit under the Credit Documents (whether for principal, interest, fees, reimbursement obligations, or otherwise) after the Completion Date, including all distributions or collections obtained after the Completion Date by or through redemption, consummation of a plan of reorganisation, restructuring, liquidation or otherwise of a Customer or the Credit Documents and all cash, securities, interest, dividends and other property that may be exchanged for, or distributed or collected with respect to, any of the foregoing, after (in each case) deducting all costs and expenses incurred by the Transferor in connection with the recovery of the foregoing;
 - (iv) the economic benefit of permanent commitment reductions and permanent repayments of principal received by the Transferor from and after the Completion Time; and
 - (v) all proceeds of the foregoing.
- (r) “**Tax**” means all forms of taxation, taxes, duties, contributions and levies and, without prejudice to the generality of the foregoing, shall include corporate income taxes and the surtaxes applicable to corporate income tax, registration taxes, real estate tax, payroll taxes, value added tax, customs and excise duties, capital tax, sales and service tax, stamp duties and any other legal transaction taxes, and any tax or tax related deductions or withholdings of any sort imposed by any tribunal, court or Governmental Authority, in each case, wherever and whenever imposed, and all penalties, costs, charges and interest relating thereto.
- (s) “**Transaction**” means the sale and purchase of the Loans upon the terms and subject to the conditions set out in the LSPA.
- (t) “**Vesting Order (Conventional)**” is as defined in paragraph 1.4 of this Scheme.