

## TERM SHEET

RELATING TO THE OFFERING OF UP TO

**35,000,000 EUROPEAN STYLE NON-COLLATERALISED CASH-SETTLED CALL WARRANTS OVER THE FTSE BURSA MALAYSIA KLCI (“FBMKLCI”) WITH AN EXERCISE RATIO OF 388 CALL WARRANTS : 1 FBMKLCI UNIT (“CALL WARRANTS”) AT AN ISSUE PRICE OF RM0.150 PER CALL WARRANT**

*Issuer and Liquidity Provider*

### **KENANGA INVESTMENT BANK BERHAD**

**(Company No.: 15678-H)**

*(A Participating Organisation of Bursa Malaysia Securities Berhad)  
(Incorporated in Malaysia under the Companies Act, 2016)*

This Term Sheet is published in connection with the offering of the Call Warrants to be issued by Kenanga Investment Bank Berhad (“**Issuer**”) for the purpose of providing information on the Call Warrants. This Term Sheet is supplemental to and should be read in conjunction with the Base Prospectus dated 14 May 2019 (“**Base Prospectus**”), which sets out the information on the Issuer and the Structured Warrants (as defined herein).

We may update or amend the Base Prospectus from time to time by way of supplementary documents. You should ask us if any supplement to the Base Prospectus has been issued. The Base Prospectus and any supplement to the Base Prospectus will be available on Bursa Malaysia Securities Berhad’s (“**Bursa Securities**”) website at [www.bursamalaysia.com](http://www.bursamalaysia.com). These documents will also be available for inspection at our registered office during our office hours for a period of twelve (12) months from the date of the Base Prospectus.

You are warned that the level of the FBMKLCI and the price of the Call Warrants may fall in value as rapidly as it may rise and you may sustain a total loss of your investment. You should therefore make sure you understand the terms and conditions of the Call Warrants offered, the risk factors involved, and where necessary seek professional advice before investing in the Call Warrants. **YOU ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE BASE PROSPECTUS AND THIS TERM SHEET. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER. THERE ARE CERTAIN RISK FACTORS WHICH PROSPECTIVE INVESTORS SHOULD CONSIDER. TURN TO PAGE 3 OF THIS TERM SHEET AND PAGE 11 OF THE BASE PROSPECTUS FOR RISK FACTORS.**

The Call Warrants constitute general and unsecured contractual obligations of the Issuer and of no other person. Therefore, if you purchase the Call Warrants, you are relying on the creditworthiness of the Issuer and have no recourse/rights against FTSE International Limited (“**FTSE**”), London Stock Exchange Group (“**LSEG**”), Bursa Malaysia Berhad (“**BURSA MALAYSIA**”) or the companies constituting the FBMKLCI.

The Call Warrants are to be listed and traded on the Structured Warrants Board of Bursa Securities.

We have applied to Bursa Securities for permission to list and quote the Call Warrants on the Official List of the Structured Warrants Board of Bursa Securities. As at the date of this Term Sheet, Bursa Securities has granted the said permission.

The date of this Term Sheet is 20 January 2020

**kenanga**

Kenanga Investment Bank Berhad  
Company No. 15678-H

### **RESPONSIBILITY STATEMENTS**

OUR DIRECTORS HAVE SEEN AND APPROVED THIS TERM SHEET. OUR DIRECTORS COLLECTIVELY AND INDIVIDUALLY ACCEPT FULL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS TERM SHEET AND CONFIRM, HAVING MADE ALL REASONABLE ENQUIRIES, THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THERE ARE NO FALSE OR MISLEADING STATEMENTS OR OTHER FACTS THE OMISSION OF WHICH WOULD MAKE ANY STATEMENT IN THIS TERM SHEET FALSE OR MISLEADING.

WE ACKNOWLEDGE THAT, BASED ON ALL AVAILABLE INFORMATION, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE BASE PROSPECTUS AND THIS TERM SHEET CONSTITUTE A FULL AND TRUE DISCLOSURE OF ALL MATERIAL FACTS CONCERNING THE OFFERING OF THE CALL WARRANTS (“**OFFER**”).

NOTWITHSTANDING THE FOREGOING, OUR DIRECTORS DO NOT ACCEPT RESPONSIBILITY FOR THE CONTENTS OF INFORMATION ON FBMKLCI OR FTSE, SAVE FOR THE FACT THAT THE INFORMATION IS AN ACCURATE EXTRACT OR SUMMARY OF RELEVANT PUBLICLY RELEASED INFORMATION.

### **STATEMENTS OF DISCLAIMER**

A COPY OF THIS TERM SHEET HAS BEEN REGISTERED WITH THE SECURITIES COMMISSION MALAYSIA (“**SC**”). THE REGISTRATION OF THIS TERM SHEET SHOULD NOT BE TAKEN TO INDICATE THAT THE SC RECOMMENDS THE OFFER OR ASSUMES RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENT MADE OR OPINION OR REPORT EXPRESSED IN THIS TERM SHEET.

THE SC IS NOT LIABLE FOR ANY NON-DISCLOSURE ON OUR PART AND TAKES NO RESPONSIBILITY FOR THE CONTENTS OF THIS TERM SHEET, MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THIS TERM SHEET AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWSOEVER ARISING FROM OR IN RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENTS OF THIS TERM SHEET.

**YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IN CONSIDERING THIS INVESTMENT, IF YOU ARE IN ANY DOUBT AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.**

APPROVAL HAS BEEN OBTAINED FROM BURSA SECURITIES FOR THE LISTING OF AND QUOTATION OF THE CALL WARRANTS BEING OFFERED. ADMISSION OF THE CALL WARRANTS TO THE OFFICIAL LIST OF BURSA SECURITIES IS NOT TO BE TAKEN AS AN INDICATION OF THE MERITS OF THE OFFER, THE CALL WARRANTS, FBMKLCI, FTSE OR THE COMPANIES CONSTITUTING THE FBMKLCI.

A COPY OF THIS TERM SHEET HAS ALSO BEEN LODGED WITH THE REGISTRAR OF COMPANIES, WHO TAKES NO RESPONSIBILITY FOR THE CONTENTS OF THIS TERM SHEET.

### **OTHER STATEMENTS**

YOU ARE ADVISED TO NOTE THAT RECOURSE FOR FALSE OR MISLEADING STATEMENTS OR ACTS MADE IN CONNECTION WITH THIS TERM SHEET IS DIRECTLY AVAILABLE THROUGH SECTIONS 248, 249 AND 357 OF THE CAPITAL MARKETS AND SERVICES ACT 2007 (“**CMSA**”).

SECURITIES LISTED ON BURSA SECURITIES ARE OFFERED TO THE PUBLIC PREMISED ON FULL AND ACCURATE DISCLOSURE OF ALL MATERIAL INFORMATION CONCERNING THE ISSUE FOR WHICH ANY OF THE PERSONS SET OUT IN SECTION 236 OF THE CMSA, E.G. DIRECTORS AND ADVISERS, ARE RESPONSIBLE.

THE DISTRIBUTION OF THIS TERM SHEET AND THE SALE OF CALL WARRANTS IN CERTAIN JURISDICTIONS OUTSIDE MALAYSIA MAY BE RESTRICTED BY LAW. YOU ARE REQUIRED TO BE AWARE AND OBSERVE THE LAWS OF COUNTRIES OR JURISDICTIONS OTHER THAN MALAYSIA THAT YOU ARE OR MIGHT BE SUBJECT TO.

**DISCLAIMER**

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The Call Warrants over the FBMKLCI is not in any way sponsored, endorsed, sold or promoted by FTSE or by BURSA MALAYSIA or by the LSEG and neither FTSE nor BURSA MALAYSIA nor the LSEG makes any warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the FBMKLCI, and/or the figure at which the FBMKLCI stands at any particular time on any particular day or otherwise. The FBMKLCI is compiled and calculated by FTSE. However, neither FTSE nor BURSA MALAYSIA nor the LSEG shall be liable (whether in negligence or otherwise) to any person for any error in the FBMKLCI and neither FTSE nor BURSA MALAYSIA nor the LSEG shall be under any obligation to advise any person of any error therein.

“FTSE®”, “FT-SE®” and “Footsie®” are trademarks of LSEG and are used by FTSE under license. “BURSA MALAYSIA” is a trademark of BURSA MALAYSIA.

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**INDICATIVE TIMETABLE**

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The indicative timing of events leading up to the listing of and quotation for the Call Warrants on the Structured Warrants Board of Bursa Securities are as follows:-

Launch of the Call Warrants	20 January 2020
Allotment of the Call Warrants	20 January 2020
Listing of the Call Warrants on the Structured Warrants Board of Bursa Securities	21 January 2020

*Note:*

*The Price-Fixing Date for the Call Warrants is 3 January 2020.*

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**CORPORATE DIRECTORY**

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- Registered Office/Head Office : Level 17, Kenanga Tower  
237, Jalan Tun Razak  
50400 Kuala Lumpur  
Wilayah Persekutuan  
Telephone no.: (03) 2172 2888  
Facsimile no.: (03) 2172 2999  
Email: [kenanga@kenanga.com.my](mailto:kenanga@kenanga.com.my)  
Website: [www.kenanga.com.my](http://www.kenanga.com.my)
- Issuer : Kenanga Investment Bank Berhad (15678-H)  
Level 17, Kenanga Tower  
237, Jalan Tun Razak  
50400 Kuala Lumpur  
Wilayah Persekutuan  
Telephone no.: (03) 2172 2888  
Facsimile no.: (03) 2172 2999
- Warrant Registrar : Boardroom Share Registrars Sdn. Bhd. (formerly known as  
Symphony Share Registrars Sdn Bhd) (378993-D)  
11<sup>th</sup> Floor, Menara Symphony  
No.5, Jalan Semangat (Jalan Professor Khoo Kay Kim)  
Seksyen 13  
46200 Petaling Jaya  
Selangor, Malaysia  
Telephone no.: (03) 78904700  
Facsimile no.: (03) 78904670
- Listing Sought : Structured Warrants Board of Bursa Securities

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## DEFINITIONS

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All references to “our Company” or “the Issuer” or “the Bank” or “KIBB” in this Term Sheet are to Kenanga Investment Bank Berhad (15678-H), references to “our Group” or “KIBB Group” are to our Company and our subsidiaries, and references to “we”, “us”, “our” and “ourselves” are to our Company and, except where the context otherwise requires, our subsidiaries. Unless the context otherwise requires, references to “Management” are to our Directors and key management personnel as at the latest practicable date, and statements as to our beliefs, expectations, estimates and opinions are those of our Management.

References to “Ringgit”, “Ringgit Malaysia”, “RM” or “sen” are to the lawful currency of Malaysia, and references to a time of day are to Malaysian time, unless otherwise stated. Words importing the singular shall, where applicable, include plural and vice versa, and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include companies and corporations. References to a “series” of Structured Warrants are to each type of Structured Warrants to be issued by us based on the Base Prospectus and the term sheets to be issued in support of each series of Structured Warrants.

The following terms in this Term Sheet bear the same meanings as set out below, unless the term is defined otherwise or the context otherwise requires:-

Base Prospectus	: Base prospectus dated 14 May 2019 relating to the offering of Structured Warrants to be issued by us, as supplemented from time to time
Bursa Depository	: Bursa Malaysia Depository Sdn Bhd (165570-W)
Bursa Securities	: Bursa Malaysia Securities Berhad (635998-W)
Bull ELS	: Bull equity-linked structures
Call Warrants	: Up to 35,000,000 European style non-collateralised cash-settled Call Warrants over the FBMKLCI with an Exercise Ratio of 388 Call Warrants for 1 FBMKLCI unit
CBBCs	: Callable bull/bear certificates
Deed Poll	: Deed Poll dated 9 May 2019 executed by us for the Structured Warrants, as supplemented from time to time. The Term Sheet to be issued for the Structured Warrants will form a new schedule in and supplement the Deed Poll
ETF	: Exchange-traded fund
FBMKLCI	: FTSE Bursa Malaysia KLCI
FTSE	: FTSE International Limited, the publisher and complier of the FBMKLCI
KIBB or the Issuer or the Bank or Company	: Kenanga Investment Bank Berhad (15678-H)
KIBB Group or Group	KIBB and its subsidiaries
Listing	: Listing of and quotation for the Call Warrants on the Structured Warrants Board of Bursa Securities
LPD	: 3 January 2020, being the latest practicable date before the registration of this Term Sheet
LSEG	: London Stock Exchange Group. FTSE is a subsidiary of the LSEG

## DEFINITIONS (Cont'd)

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Market Day	:	A day (other than Saturday, Sunday or public holiday) on which the FBMKLCI is compiled and published by FTSE and Bursa Securities is open for trading during the normal trading hours
Offer	:	Our offering of the Call Warrants
Price-Fixing Date	:	Date on which the exercise level and issue price for the Call Warrants is determined. The Price-Fixing Date is 3 January 2020
Record of Depositors	:	The record provided by Bursa Depository to us or the Warrant Registrar under chapter 24.0 of the Rules of Bursa Depository
RM and sen	:	Ringgit Malaysia and sen, respectively
Rules of Bursa Depository	:	The Rules of Bursa Depository as issued under the Securities Industry (Central Depositories) Act, 1991
SC	:	Securities Commission Malaysia
Structured Warrants	:	<p>Non-collateralised structured warrants proposed to be issued by KIBB which include the following:</p> <ul style="list-style-type: none"><li>(i) American style cash settled call/put warrants over a single equity;</li><li>(ii) American style cash settled call/put warrants over a basket of equities;</li><li>(iii) American style cash settled call/put warrants over a single index;</li><li>(iv) American style cash settled call/put warrants over an ETF;</li><li>(v) European style cash settled call/put warrants over a single equity;</li><li>(vi) European style cash settled call/put warrants over a basket of equities;</li><li>(vii) European style cash settled call/put warrants over a single index;</li><li>(viii) European style cash settled call/put warrants over an ETF;</li><li>(ix) European style cash settled CBBCs over a single equity;</li><li>(x) European style cash settled CBBCs over a single index;</li><li>(xi) European style cash settled CBBCs over an ETF; and</li><li>(xii) Bull ELS,</li></ul> <p>where the equity(ies) and ETF are listed on, and indices are based on Bursa Securities and/or Securities Exchanges outside Malaysia which are members of the World Federation of Exchanges or are approved by Bursa Securities.</p> <p>Reference to “Structured Warrants” may mean any one of the Structured Warrants in this definition</p>
Terms	:	Terms and conditions of the Call Warrants
Warrantholder(s)	:	The person or persons whose names for the time being appear on the Record of Depositors for the Structured Warrants
Warrant Registrar	:	Boardroom Share Registrars Sdn. Bhd. (formerly known as Symphony Share Registrars Sdn Bhd) (378993-D), being the registrar for the Structured Warrants



## 1. TERMS AND CONDITIONS OF THE CALL WARRANTS

The following is only part of the terms and conditions of the Call Warrants and should be read together with the Terms as set out in the Base Prospectus. Copies of the Deed Poll are available for inspection at our registered office during our office hours. Warranholders are bound by and are deemed to have notice of all provisions contained in the Deed Poll.

Issuer	:	KIBB
Liquidity Provider	:	KIBB
Instrument	:	Non-collateralised cash-settled Call Warrants over the FBMKLCI
Issue Size	:	Up to 35,000,000 Call Warrants
Board Lot	:	100 Call Warrants
Exercise Ratio	:	388 Call Warrants : 1 FBMKLCI unit
Index Currency Amount	:	RM1.00, being the amount of unit currency relating to one (1) integral point of the FBMKLCI
Exercise Amount	:	The amount of Call Warrants to be exercised, subject to the minimum of 100 Call Warrants
Exercise Expenses	:	Charges or expenses including taxes or duties which are incurred in respect of or in connection with the exercise of the Call Warrants. Such expenses shall include without limitation any transaction fee charged by Bursa Depository, stamp duty, processing fee charged by the Warrant Registrar and administrative cost
Exercise Style	:	European style, i.e. may be exercised only on the Expiry Date
Exercise Level	:	<b>1,650.00</b> , being 102.40% of the closing level of FBMKLCI on the Price-Fixing Date of 1,611.38. The Exercise Level shall be rounded to the nearest two (2) decimals, subject to adjustments in accordance with the provisions of the Deed Poll
Issue Price	:	<b>RM0.15</b> , being an amount equal to (i) 3.61% of the closing level of FBMKLCI on the Price-Fixing Date of 1,611.38, (ii) divided by 388 (being the Exercise Ratio), rounded to the nearest half sen
Expiry Date	:	30 November 2020
Settlement Currency	:	RM
Settlement	:	Cash settlement only

The Cash Settlement Amount in respect of the Exercise Amount shall be an amount in cash (if greater than zero) payable in Settlement Currency and, calculated as follows less Exercise Expenses\*:-

$$\text{Cash Settlement Amount} = \text{Exercise Amount} \times \frac{1}{\text{Exercise Ratio}} \times (\text{Closing Level} - \text{Exercise Level}) \times \text{Index Currency Amount} - \text{Exercise Expenses}$$

\* The Exercise Expenses will be borne by KIBB unless affected by the occurrence of a settlement disruption event. Should there be an occurrence of a settlement disruption event, for avoidance of doubt, the Warranholder shall not be required to pay or top up the Exercise Expenses as the case may be, where the Cash Settlement Amount

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**1. TERMS AND CONDITIONS OF THE CALL WARRANTS (Cont'd)**

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*after deduction of the Exercise Expenses is less than zero*

Closing Level : The final settlement price for settling the corresponding spot-month index futures contracts on the Expiry Date

Implied volatility : 12.94%

Delta : 43.07%

Gearing : 27.69 times

Effective gearing : 11.92 times

Premium : 6.01%

Automatic Exercise : The Warranholders are not required to serve any notice of exercise. All Call Warrants shall be deemed to have been exercised automatically on the Expiry Date at 9.00 a.m. In the event the Cash Settlement Amount is less than or equal to zero, all Call Warrants shall be deemed to have expired on the Expiry Date and all rights of the Warranholders and our obligations with respect to such Call Warrants shall cease and the Warranholders shall not be entitled to receive any payment from us in respect of the Call Warrants.

For avoidance of doubt, the Warranholder shall not be required to pay or top up the Exercise Expenses as the case may be, where the Cash Settlement Amount after deduction of the Exercise Expenses is less than zero

Mode of Exercise : The aggregate Cash Settlement Amount (less Exercise Expenses) shall be paid by cheque drawn in favour of the Warranholder or such other mode as may be approved by Bursa Securities and as determined by us no later than seven (7) Market Days following the Expiry Date. In the event that the Cash Settlement Amount is paid by way of cheque drawn in favour of the Warranholder, the cheque shall be delivered by ordinary post to the Warranholder's address last recorded in the Record of Depositors at the Warranholder's own risk. The amount of such Cash Settlement Amount shall be final and conclusive and we shall be discharged from our obligation upon making such payment in accordance with these Terms

Listing : Structured Warrants Board of Bursa Securities

Calculation Agent : Kenanga Investment Bank Berhad

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## **2. RISK FACTORS**

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**BEFORE INVESTING IN THE CALL WARRANTS, YOU SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS (WHICH MAY NOT BE EXHAUSTIVE) IN ADDITION TO OTHER INFORMATION CONTAINED ELSEWHERE IN THIS TERM SHEET AND RISK FACTORS AND OTHER INFORMATION CONTAINED IN THE BASE PROSPECTUS.**

**INVESTMENTS IN THE CALL WARRANTS INVOLVE DIFFERENT RISKS INCLUDING MARKET RISK, LIQUIDITY RISK, CREDIT RISK AND THE RISK THAT YOU MAY SUSTAIN TOTAL LOSS OF YOUR INVESTMENT IN THE CALL WARRANTS.**

**YOU SHOULD CONSIDER CAREFULLY WHETHER THE CALL WARRANTS ARE SUITABLE FOR YOU TAKING INTO ACCOUNT YOUR EXPERIENCE, OBJECTIVES, FINANCIAL POSITION AND OTHER RELEVANT CIRCUMSTANCES. YOU SHOULD POSSESS ADEQUATE KNOWLEDGE OF THE CALL WARRANTS BEFORE INVESTING.**

### **2.1 No warranty of thorough investigation on FBMKLCI**

We make no warranty to have conducted comprehensive and exhaustive research or investigation on the prospects of FBMKLCI. Therefore, you should not assume that the issuance of Call Warrants represents a recommendation by us to invest in the constituents of the FBMKLCI.

In addition, you should be aware that FTSE or the companies constituting the FBMKLCI has not participated in the preparation of the Base Prospectus and this Term Sheet, or in establishing the Terms. As a consequence, there can be no assurance that all events occurring before the date of this Term Sheet that would affect the level of the FBMKLCI or the share price of the companies constituting the FBMKLCI (and therefore the price of the Call Warrants) have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning the FBMKLCI or the companies constituting the FBMKLCI could affect the level of the FBMKLCI and therefore the trading price of the Call Warrants. Further, neither FTSE nor the companies constituting the FBMKLCI has/have any obligation with respect to the settlement amount to be paid to you (if any) upon exercise of the Call Warrants, including any obligation to take into account, for any reason, our needs, or your needs.

### **2.2 Value of Call Warrants may be affected by inherent risk of FBMKLCI**

The FBMKLCI represents the top 30 companies by market capitalisation on the Main Market of Bursa Securities that pass the relevant investability screens. It is the headline index of the FTSE Bursa Malaysia Index Series.

An updated list of the companies constituting the FBMKLCI is available at [www.ftserussell.com/analytics/factsheets/home/constituentsweights](http://www.ftserussell.com/analytics/factsheets/home/constituentsweights).

You should note that the occurrence of any material or adverse events in relation to the companies constituting the FBMKLCI may affect the performance of the FBMKLCI and may consequentially affect the value of Call Warrants.

### **2.3 Risk of “European Style” Structured Warrants**

European style Structured Warrants are only exercisable on its Expiry Date. The price of such Structured Warrants in the secondary market may be traded at a discount (or premium, as the case may be) to its estimated fair value under certain circumstances, including supply and demand factors. Accordingly on the expiry date, if the cash settlement amount is zero or negative, you will lose the value of your investment.

## **2. RISK FACTORS (Cont'd)**

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### **2.4 The Base Prospectus and Term Sheet are not the sole basis for making an investment decision**

The Base Prospectus and this Term Sheet do not take into account your investment objectives, financial situation or particular needs. Nothing in the Base Prospectus and this Term Sheet should be construed as a recommendation by us or our affiliates to invest in the Call Warrants or FBMKLCI.

### **2.5 Adjustment related risks**

The occurrence of certain events (including modification and cessation of calculation of the FBMKLCI and replacement of FTSE by a successor) may entitle us to adjust the Terms of the Call Warrants. However, we are not obliged to adjust the Terms of the Call Warrants for every event that affects the FBMKLCI. Any adjustment or decision not to make any adjustment may adversely affect the value of the Call Warrants.

### **2.6 Calculation Methodology**

FTSE uses the real time and closing prices sourced from Bursa Securities to calculate the FBMKLCI. Calculation is based on a value weighted formula and adjusted by a free float factor. The FBMKLCI values are calculated and disseminated on a real time basis every 15 seconds.

Details of the calculation methodology can be found at [https://research.ftserussell.com/products/downloads/FTSE\\_Bursa\\_Malaysia\\_Index\\_Series.pdf](https://research.ftserussell.com/products/downloads/FTSE_Bursa_Malaysia_Index_Series.pdf).

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### 3. SUPPLEMENTAL GENERAL INFORMATION

#### 3.1 Basis of arriving at the issue price

The issue price of the Call Warrants of RM0.150 was based on an option pricing model which takes into account the Exercise Level of the Call Warrants, volatility of FBMKLCI, tenure of the Call Warrants and interest rates.

#### 3.2 Details on use of gross proceeds

We will use the indicative total gross proceeds arising from the Offer of up to RM5.25 million, based on the issue price of RM0.150, in the following manner:-

	<b>Note</b>	<b>RM</b>
Working capital	(i)	5,000,000
Estimated expenses	(ii)	250,000
<b>Total</b>		<b>5,250,000</b>

**Notes:**

- (i) *This amount will be utilised for our general working capital purposes during the tenure of the Call Warrants.*
- (ii) *The estimated expenses include professional fees, fees to authorities, selling fees and printing fees which will be used as and when the expenses are incurred.*
- (iii) *The financial impact of the Offer on our earnings depends on certain factors including, but not limited to, the level of FBMKLCI as well as the costs relating to risk management i.e. hedging and its associated costs.*

#### 3.3 Break-even analysis

Warrantheolders may calculate the break-even level of their investments in the Call Warrants as follows:

$$\text{Break-even level} = \text{Exercise Level} + \left( \frac{(\text{Purchase Cost}^{(i)} \times \text{Exercise Ratio}) + \text{Exercise Expenses}^{(ii)}}{\text{Index Currency Amount}} \right)$$

**Notes:**

- (i) *This is the amount a Warrantheolder pays for every unit of Call Warrant in the primary or secondary market, including where relevant, transaction costs such as brokerage fees, clearing fees and stamp duty.*
- (ii) *The Exercise Expenses will be borne by KIBB unless affected by the occurrence of a settlement disruption event.*

Warrantheolders will obtain positive gain only if the level of FBMKLCI exceeds the break-even level upon exercise of the Call Warrants.

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### 3. SUPPLEMENTAL GENERAL INFORMATION (Cont'd)

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#### 3.4 Further Issue

The Deed Poll allows KIBB to create and issue further Structured Warrants in respect of the same series of Structured Warrants under the Base Prospectus (“**Further Issue**”) without the consent or sanction of the existing Warranholders. The Further Issue will form part of the existing Structured Warrants in issue (“**Existing Issue**”).

For the purpose of facilitating Market Making, KIBB may apply for a Further Issue in respect of the Structured Warrants subject to the following conditions:

- (i) the Further Issue is for the purpose of facilitating Market Making;
- (ii) the terms and conditions of the Existing Issue either permit the Further Issue or have been properly amended to give us the right to issue and list one or more Further Issues;
- (iii) the terms and conditions of the Further Issue and the Existing Issue must be identical except for the size and tenure of the issue; and
- (iv) the Issuer holds not more than 50% of the Existing Issue at the time of application for the Further Issue.

#### 3.5 Liquidity provision

We will be acting as the liquidity provider for the trading of the Call Warrants on Bursa Securities. The process of market making is set out in Section 5 of the Base Prospectus.

As an Issuer, it is our business policy to stand by our products by providing liquidity. As stipulated by the Bursa Securities, we will maintain a minimum market presence of 70% of trading hours on each day that Bursa Securities is open for trading and a maximum spread between bid and offer prices of twenty-five (25) bids.

The process of providing liquidity involves maintaining bid and offer prices on the trading system of Bursa Securities on each Market Day, over the life of the Call Warrants. Although we endeavour to provide liquidity for the Call Warrants on Bursa Securities, the level of liquidity will depend on competitive forces and the price at which the Call Warrants will trade on Bursa Securities upon or subsequent to its listing. Besides the supply and demand for the Call Warrants in the secondary market, there are other factors affecting the price of the Call Warrants such as, without limitation, the underlying unit price, intrinsic value, dividend expectations, expected volatility, prevailing interest rates and the time left to the expiry of the Call Warrants.

As liquidity provider, we would need to maintain a certain number of Call Warrants as inventory for the purposes of liquidity provision during the tenure of the Call Warrants. The minimum quantity of Call Warrants for which liquidity will be provided is ten (10) board lots (1,000 units of Call Warrants). We may during the tenure of the Base Prospectus issue additional Call Warrants in a particular series subject to the approval of Bursa Securities.

However, you should note that there would be circumstances under which we are unable and could not be obliged to provide liquidity, due to reasons beyond our control. Such circumstances are set out in Section 5.2 of the Base Prospectus.

You may obtain bid/offer prices for the Call Warrants (in respect of prices that appear on the trading system of Bursa Securities, and/or in respect of direct business transactions) from us at the following contact details:-

KIBB  
Equity Derivatives  
Telephone no: 03-2172 2615

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### 3. SUPPLEMENTAL GENERAL INFORMATION (Cont'd)

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#### 3.6 Information on FBMKLCI and Bursa Securities

Information on FBMKLCI may be obtained from the following sources:-

- (i) FTSE's website at [www.ftserussell.com](http://www.ftserussell.com); and
- (ii) Bursa Securities' website at [www.bursamalaysia.com](http://www.bursamalaysia.com).

Below are the FBMKLCI's yearly high and low closing levels for the past three (3) years and the high and low closing levels for the current year up to the LPD:

Year	High	Low
2020	1,611.38	1,589.10
2019	1,730.68	1,551.23
2018	1,895.18	1,635.31
2017	1,796.81	1,635.53

(source: Bloomberg)

The closing spot level of the FBMKLCI on the LPD is 1,611.38.

#### 3.7 Agreement, arrangement and understanding

As at the LPD, there are no agreements, arrangements or understanding that are in place between us, Kenanga and our subsidiaries and associated companies, and any substantial shareholders of FTSE or the companies constituting the FBMKLCI in relation to the Call Warrants or have a bearing on the issuance of the Call Warrants.

#### 3.8 Consent

The Warrant Registrar has given and has not subsequently withdrawn its written consent to the inclusion in this Term Sheet of its name in the form and context in which its name appears.

#### 3.9 Documents for inspection

Copies of the following documents may be inspected at our registered office during our office hours for a period of twelve (12) months from the date of the Base Prospectus:-

- (i) Base Prospectus;
- (ii) Our Memorandum and Articles of Association;
- (iii) Deed Poll dated 9 May 2019;
- (iv) Warrant Agency Agreement dated 9 May 2019;
- (v) Our audited financial statements for the past three (3) financial years ended 31 December 2016 to 2018 and the unaudited consolidated financial statements for the nine (9)-months financial period ended 30 September 2019; and
- (vi) The letter of consent referred to in Section 3.8 of this Term Sheet.

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**3. SUPPLEMENTAL GENERAL INFORMATION (Cont'd)**

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**3.10 Responsibility statements**

Our Directors have seen and approved this Term Sheet. Our Directors collectively and individually accept full responsibility for the accuracy of the information contained in this Term Sheet and confirm, having made all reasonable enquiries that to the best of their knowledge and belief, there are no false or misleading statements or other facts the omission of which would make any statement in this Term Sheet false or misleading.

We acknowledge that, based on all available information, and to the best of our knowledge and belief, the Base Prospectus and this Term Sheet constitute a full and true disclosure of all material facts concerning the offering of the Call Warrants.

Notwithstanding the foregoing, our Directors do not accept responsibility for the contents of information on FBMKLCI or FTSE, save for the fact that the information is an accurate extract or summary of relevant publicly released information.

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