



LBS REFERRAL PROGRAM

Terms and Conditions

The Program

The LBS Referral Program (“**Program**”) is organized by LBS Bina Group Berhad & MGB Berhad (“**Company**”) to reward eligible homeowners and General Homeowners & Guests (“**Referrer**”) registered under the “Hello by LBS” mobile application (“**LBS App**”) and who successfully refer new buyers (“**Referred Customer**”) to the participating projects in LBS App of the Company.

1. Eligibility

Referrer: To qualify as a Referrer under this Program, an individual must satisfy either of the following conditions:

| | |
|--------------------|------------------------------------------------------------------------------------------------------------------------------|
| Homeowners | Purchasers of properties under projects launched by the Company on or after 1 January 2015. |
| General Homeowners | Purchasers of properties under projects launched by the Company prior to 1 Jan 2015. |
| Guests | Non-homeowners who officially registered LBS App account and have not purchased any properties under the Company’s projects. |

2. Referred Customer:

To qualify as a Referred Customer, the individual must be:

- 2.1 A Malaysian citizen or Permanent Resident in Malaysia;
- 2.2 Of the age of Eighteen (18) years of age and above;
- 2.3 Satisfies the criteria to be eligible for a loan application;
- 2.4 Not an existing homeowner of LBS and MGB projects;
- 2.5 Meets all onboarding or verification requirements; and
- 2.6 Purchasing the property under the participating projects listed in LBS App.

3. The Participating Projects

- a) The participating projects shall be limited to those listed in the LBS App, excluding Authority-Controlled Price Developments such as PPAM, IDAMAN, MADANI, and any other similar government-initiated housing schemes.
- b) The Referral Fee shall be fixed and calculated based on the selling price as stated in the relevant Sale and Purchase Agreement (“**SPA**”) executed for the participating projects. .

4. Registration and Submission

- a) The Referrer must accurately complete and submit the prescribed digital referral form available in the LBS App to be eligible for participation in the Program.
- b) Registration must be completed via the LBS App at least one (1) day earlier than the booking of the property by the Referred Customer.

5. Sales Channel Restriction

Only sales concluded exclusively by the Company's internal sales personnel shall be eligible under this Program. For the avoidance of doubt, the unit sold, negotiated, arranged, introduced, or concluded through any third-party real estate agents and/or salesperson other than the Company's internal sales team shall not be eligible to participate in this Program.

6. Self-Referral Prohibition

The Referrer is strictly prohibited from referring himself or herself as a Referred Customer under this Program.

7. Personal Data and Consent

- a) The Referrer shall ensure that the Referred Customer has given his/her written consent to disclose the Referred Customer's personal particulars (including but not limited to the Referred Customer's full name and contact number) to the Company and/or its subsidiaries for the purpose of this Program in accordance with the Personal Data and Protection Act 2010.
- b) In this respect, the Company reserves the right to disclose the Referrer's identity to the Referred Customer upon request.
- c) The Referrer shall fully indemnify the Company in respect of any claims, demands, suits or action initiated by the Referred Customer against the Company due to the disclosure of the Referred Customer's personal data.

8. Entitlement to Referral Fee

- a) A Referrer who successfully fulfils all the criteria set out in these Terms & Conditions shall be entitled to receive a referral fee ("**Referral Fee**") in accordance with Clause 15.
- b) For the avoidance of doubt, where a Referrer refers two referred customers who subsequently purchase one (1) unit under a joint name, the eligible Referrer shall be entitled to only one (1) Referral Fee for that property.

9. Successful Referral and Payment of Referral Fee Criteria

A referral shall be deemed successful upon fulfilment of all of the following:

- a) The SPA in respect of the property within the participating projects has been duly signed by the Referred Customer and the Company, as the case may be, and stamped;
- b) the Loan Agreement in respect of the property within the participating projects has been duly signed by the Referred Customer and the Company, as the case may be, and stamped; and
- c) The Company has received the Referred Customer 10% SPA billing payment, either via loan financier or cash.

10. Referral Fee Structure

The successful Referrer shall receive a Referral Fee based on the SPA Purchase Value as follows:

| Referrer Status | SPA Purchase Value | Referral Award |
|---------------------------|---------------------------|-----------------------|
| Existing Homeowner | < RM500,000 | RM 4,000 |
| | RM 500,001 – RM999,999 | RM 8,000 |
| | >RM 1,000,000 | RM 12,000 |
| General Homeowner / Guest | All Purchase Value | RM 2,000 (Flat) |

Note:

a) Payment shall be made using a method determined by the Company at its absolute discretion.

11. Non-Transferability

The Referral Fee is not exchangeable into any other forms of any credit or benefit in-kind and the Referral Fee is also strictly and exclusively rewarded to the Referrer. The Referral Fee cannot be redeemed, assigned or transferred to any other person or third parties.

12. Taxation

The Company and its subsidiaries shall not be liable or responsible for any taxation imposed or to be collected from the appropriate authorities out of or in connection to the reward of the Referral Fee to the Referrer and the responsibility to pay any form of taxation shall be that of the Introducer.

13. Exclusivity of Program

This Program is not in combination or in conjunction with any other introducer or referral program currently being organized by the Company. For the avoidance of doubt, in the event the Referrer participates in this Program and any other referral program(s) being organized by the Company or its subsidiaries during the Campaign Period, the Referrer is only entitled to be rewarded with the Referral Fee (if successful) under one (1) program only, to be determined by the Company at its sole discretion and the decision of the Company shall be final and binding.

14. Amendment and Termination

By participating in this Program, the Referrer shall be deemed to have given consent and agreement to be bound by the said terms and conditions. The Company shall have the absolute right to amend, vary, add or omit at any time or from time to time as the Company may deem fit, including the absolute right to suspend, withdraw or cancel this Program. The Referrer shall not hold the Company responsible and shall keep the Company indemnified against any loss incurred or damage suffered by the Referrer or any other third parties due to the Referrer's participation in this Program.

15. Indemnity

The Referrer shall fully indemnify, defend, and hold harmless the Company and its subsidiaries from and against any and all claims, demands, losses, damages, costs, or expenses (including legal fees) arising from or in connection with:

- d) Any negligence, misrepresentation, false statement, or misconduct by the Referrer in relation to the Program; or
- e) Any loss, damage, or dispute suffered by the Referred Customer because of the Referrer's actions or omissions.

This indemnity shall survive the completion or termination of the Program.

16. Final Decision

The Company shall have the absolute and final decision on all matters relating to the Program, including but not limited to the interpretation of these Terms and Conditions, and any correspondence, appeal, or attempt to dispute such decision shall not be entertained.