

AFFIN HWANG CAPITAL EINVEST

TERMS AND CONDITIONS OF

DIRECT MARKET ACCESS SERVICE

In consideration of the agreement of the Company to provide the DMA Service (as defined below) to the Client through the Trading Account(s) (as defined below) opened and maintained by the Company, the Client understands and agrees to accept and abide by the following terms and conditions (as the same may be amended, modified or supplemented from time to time).

It is agreed between the parties hereto as follows:-

1. Definition and Interpretations

Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

- i. "Act" means the Capital Markets and Services Act 2007.
- ii. "Account Opening Documentations" means the complete set of documents signed by the Client for purposes of opening an account with the Company in order to trade in securities which shall include but are not limited to the Account Application Form and Board Resolution (in the case of a Corporate Client).
- iii. "App Store" means an electronic store and its storefronts branded, and owned and/or controlled by Apple or an affiliate of Apple.
- iv. "Apple" means Apple Inc., a California corporation with its principal place of business at One Infinite Loop, Cupertino, California 95014, U.S.A.
- v. "Application" means one or more software programs developed by the Company, under the Company's trademark or brand, and for specific use with an iOS Product, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs.
- vi. "ATS" or "Automated Trading System" means an automated and computerized trading system established by the Exchange.
- vii. "Clearing House" means the Bursa Malaysia Securities Clearing Berhad and where applicable other clearing houses of the approved Exchanges.
- viii. "Client" means the applicant of this DMA Service.
- ix. "Company" means Affin Hwang Investment Bank Berhad
- x. "Dealer's Representative" means a person who holds a Capital Markets Services Representative's Licence to carry on the regulated activity of trading in securities and is registered with the Exchange to act as a trading representative of the Company.
- xi. "DMA" or "Direct Market Access" means the process by which orders to buy or sell securities including any modifications and cancellations thereof are submitted into a DMA Infrastructure for execution in the ATS by the Client without any intervention by a Dealer's Representative and/or being entered or re-entered by a Dealer's Representative.
- xii. "DMA Infrastructure" means the infrastructure established and/or maintained by or for the Company which facilitates DMA.

- xiii. "DMA Order" means a Direct Market Access order which includes instructions to buy/sell, to modify and to cancel orders.
- xiv. "DMA Service" means the electronic connectivity service provided by the Company which enables the Client to have direct electronic access to ATS whereby DMA Orders are submitted into a DMA Infrastructure for execution in the ATS.
- xv. "Exchange" means the Bursa Malaysia Securities Berhad ("BMSB") and where applicable other approved exchanges.
- xvi. "iOS" means the iOS operating system software provided by Apple.
- xvii. "iOS Product" means an Apple-branded product that runs the iOS.
- xviii. "Market Information" means the collection or database of any information and data received by the Client through the DMA Service for the Client's use for trading in securities.
- xix. "Security Codes" means all passwords, personal identification numbers (PINS), logon identifiers, electronic devices and other codes and access procedure issued by the Company or the security codes issuer as notified by the Company from time to time to enable the Client to access and/or use the DMA Service.
- xx. "Trading Account" means the Client's trading account(s) opened and maintained by the Company.
2. The Client is desirous of utilising the DMA Service granted by the Company which will enable the Client to have direct electronic access to the ATS.
3. The client hereby agrees and accepts that the terms and conditions herein under DMA Service shall be in addition and not in subrogation to the terms of Affin Hwang Capital eInvest. Agreement and shall continue to be binding on the Client.
4. The Client agrees and understands that unless otherwise agreed upon, all access fees to the DMA Infrastructure will be the sole responsibility of the Client and the Client shall use its own computer equipments or telecommunication devices (at own cost and expenses) to utilize the DMA Service.
5. The Client hereby agrees that trading in securities pursuant to the DMA Service shall be subject to and be in compliance with any applicable laws including the Act, rules, regulations, guidelines and directives of the Exchange and any other relevant authorities regulating DMA and be further subject to the guidelines, directives, terms and conditions set by the Company (as may be issued and/or varied from time to time by the Company) in relation to the trading and operation of the Client's Trading Account(s) with the Company and the use of the DMA Service. The Client further agrees that the terms and conditions set out in this Agreement shall be in addition to, and supplemental to, the terms and conditions set out in the Account Opening Documentations.
6. The Client acknowledges that the Client: -
- has knowledge of the process of entering DMA orders through the DMA Infrastructure;
 - has knowledge of the requirements in the Rules of the Exchange in relation to trading on the market; and
 - has knowledge of the relevant laws pertaining to trading on the market.
7. The Client further acknowledges and agrees that the Company reserves the right to: -
- set specific parameters defining the DMA orders including restriction to specific securities or size of orders;

- a. set a maximum order limit, whether it is an order limit per execution and/or daily limit and/or otherwise (each a "Limit");
 - b. reject any orders for any reason including but not limited to those orders that do not fall within the designated parameters of authorised orders or any orders which, if executed, would exceed the Limit; and
 - c. discontinue accepting any orders from the Client at any time without notice.
8. The Company also reserves the right to change the designated parameters of authorised orders and/or the Client's Limit (including but not limited to restriction to specific instruments or size of order) from time to time at the Company's discretion without notice.
 9. The Client accepts full responsibility for monitoring the Client's Trading Account(s) with the Company and the Client shall be responsible for any accidental, fraudulent or unauthorized transaction, instruction or communication transmitted via the DMA Infrastructure. Upon notice or suspicion of any accidental, fraudulent or unauthorized transmission of transaction, instruction or communication, the Client shall immediately notify the Company.
 10. The Client shall be liable for and accept the consequences of all transactions transmitted via the DMA Infrastructure even if any such transactions are incorrect, originate from a person other than an authorised person or are miscommunicated due to a malfunction of the DMA Infrastructure. The Client shall not assert amongst others the absence of additional controls as a reason for rejecting commitments arising from DMA Orders transmitted via the DMA Infrastructure.
 11. The Client when entering DMA Orders, shall ensure that the DMA Orders conform to the designated parameters of authorised orders and that trading shall be within the Client's Limit as required and prescribed by the Company.
 12. The Client warrants that only persons authorized by the Client can access and place DMA Orders and that such person is authorised under applicable law to conduct such trading at all times.
 13. The Client further warrants that persons authorized by the Client to access and place DMA Orders are deemed to have knowledge as per Clause 6 and know the requirements of the Rules of the Exchange and other applicable requirements, rules, regulations and guidelines in relation to the entry and trading of DMA Orders.
 14. The Company shall be entitled to treat any transaction, instruction and/or communication transmitted and received by the DMA Service as genuine and the Company shall be under no duty to verify the authenticity of such transaction, instruction or communication or the authorised persons of the Client placing the DMA Orders.
 15. The Client agrees to verify the details of a DMA Order before transmission. The Client acknowledges that cancellation or modification of the DMA Order may not be possible once transmitted. The Client further acknowledges that a request to cancel or amend a DMA Order may only be possible before such DMA Order is executed and that the Client agrees to accept full responsibility for any full or partial execution of a DMA Order irrespective of whether or not the Client has attempted to cancel or amend such DMA Order.

16. A DMA Order may be rejected automatically by the DMA Infrastructure. In the event of such rejection, the Client may contact the Client's Dealer's Representative to place orders. The Company may also in its absolute discretion reject, stop, intercede, change, remove or cancel a DMA Order, if the conditions stipulated in Clause 7 are not fulfilled or if in the Company's opinion, the execution of such DMA Order would be in breach of any applicable law or regulation or otherwise adversely affect the Company or its related companies' interests or for any reason whatsoever.
17. The Client hereby authorizes the Company to disclose the stock balances to the Client for the purpose of viewing and facilitating the sale or purchase of securities transactions through the DMA Service. The stock balances shown may not reflect the current status, hence, it must not be regarded as a conclusive representative of the actual stock balances in the Client's CDS Account. The Client is strongly advised to verify the stock balances status with the Client's own records or the Dealer's Representative(s) or the Company to obtain confirmation on the accuracy on the stock balances in the Client's CDS account before placing any orders to sell. The Client agrees and further authorizes the Company to disclose the stock balances to the Client's Dealer's Representative(s) for the purpose of facilitating the Client's sale or purchase of securities. The Client shall not hold the Company liable for any losses whatsoever in respect of such disclosure of the stock balances to the Client through the DMA service, including but not limited to the use of or reliance on the stock balances information and execution of sale orders by the Client due to the inaccuracy of the stock balances provided via the DMA Service.
18. The Client hereby warrants and undertakes that: -
- . the Client shall ensure that all relevant laws, regulations, directives and the Company's terms and conditions regarding the use of the DMA Service have been and will be complied with at all times;
 - a. the Client shall not use the DMA Service or the DMA Infrastructure for any purposes except to place DMA Orders on the Exchange;
 - b. the Client has the authority to enter into and perform its obligations under this Agreement; and
 - c. the Client's performance of its obligations hereunder will not violate or be in conflict with (i) any enactment, regulation, rule or other obligation to which the Client is subjected to; (ii) the Client's memorandum and articles of association or (iii) any other document, instrument or undertaking binding on the Client.
19. The Company reserves the right to halt, suspend, or terminate the DMA Service and the transmission of DMA Orders via the DMA Infrastructure at the Company's discretion at any time without prior notice to the Client.
20. The Client acknowledges and agrees to each of the following: -
- . The Company does not expressly nor impliedly warrant or guarantee the result of the use of the DMA Service or with respect to any data, information or message including but not limited to Market Information that the Company may provide in connection with the DMA Service or that any or all failures, defects, or errors will be corrected, or that the DMA Service will meet the Client's requirements;
 - a. No condition, warranty or representation of any kind is or has been given by or on behalf of the Company in respect of the merchantability or fitness for a particular purpose for the use

of the DMA Service, the DMA Infrastructure or any part thereof, and accordingly the Client confirms that the Client has not, in determining whether to use the DMA Service, relied on any condition, warranty or representation by the Company or any person on the Company's behalf, expressed or implied, in relation to the DMA Service or any part thereof;

- b. The Company shall not be liable or have any responsibility whatsoever for any losses, damages, costs, claims or expenses of any nature (including consequential losses or damages) incurred or suffered by the Client resulting from the Client's use of, or inability to use, the DMA Service (including but not limited to error, failure of transmissions, delays, failures caused by the Exchange, service provider or any third party or unauthorized modifications by break-ins or any halting, suspension or termination of the DMA Service and the transmission of DMA Orders via the DMA Infrastructure by the Company as provided herein or any other cause), except to the extent that such losses or damages were due to the Company's wilful neglect or wilful default;
- c. The Company shall not be liable for the non-performance of any of the Company's obligations or otherwise, by reason of any cause beyond the Company's reasonable control, including but not limited to any breakdown, suspension or failure of transmission or communication or computer facilities or arising from the ATS, postal or other strikes or similar industrial action, act of God and the failure of any relevant Exchange, Clearing House or service provider for any reason to perform their obligations;
- d. The Company shall not be liable or have any responsibility for any rejection, cancellation or intervention of a DMA Order by the DMA Infrastructure or the Company;
- e. The Client expressly acknowledges and agrees that the Company has made no recommendation with respect to the DMA Service or any transactions in connection with the DMA Service and that the Company and any third party service providers selected by the Company provide the DMA Service on an "as is" basis and the usage of the DMA Service is at the Client's sole risk;
- f. BMSB and Bursa Malaysia Berhad ("BMB") (including its related companies, directors, connected parties and/or their employees) make no representation and/or warranty, express or implied or statutory, in respect of the BMSB's securities order management system services, including the internet access facility ("OMS Services"); and
- g. In no event shall BMSB and/or BMB be liable for any claim or demand, whatsoever and howsoever arising, in relation to the OMS Services, save in the case of fraud and willful default by BMSB or BMB. For the avoidance of doubt, BMSB and/or BMB shall not be liable for any losses or damages caused as a result of any inability or curtailment of any trading opportunity howsoever arising, including, but not limited to, the failure, malfunction and/or breakdown of the OMS Services.

21. The Client shall indemnify and keep the Company indemnified from and against all proceedings, claims, liabilities, losses, damages, costs and expenses of any nature (including but not limited to legal costs on a full indemnity basis) arising directly or indirectly :-

- . from any action taken by the Company pursuant to any instructions, notice or request of the Client;
- a. due to failed settlement of transactions through the DMA Infrastructure as a result of the Client's negligence or wilful misconduct; and

- b. due to the Client's breach of any of the provisions contained herein or in the Account Opening Documentations or the infringement or violation of any third party's rights including but without limitation to copyright and other intellectual property rights. Provided Always that this indemnity shall survive the termination of this Agreement or the closure of the Trading Account(s) of the Client.

22. The Client acknowledges and agrees to each of the following: -

- . To provide the Company with such information or documentary proof in respect of the matters set out in the Account Opening Documentations or in any other documents/forms which may be or required to be executed by the Client in relation to the opening and operation of the Client's Trading Account(s) and for the use of the DMA Service;
- a. The Client undertakes to inform the Company in writing as soon as practicable of any changes to any particulars set out in the Account Opening Documentations, or in any other forms or documents previously furnished by the Client to the Company;
- b. In the event any particulars furnished by the Client pursuant to this Agreement or in relation to the DMA Service differs from those previously furnished by the Client to the Company, the Company is hereby authorized to update its records with the latest particulars and the Company shall be at liberty to treat the latest particulars furnished by the Client as true, accurate and correct and to rely on same;
- c. Consent is hereby given by the Client to the Company to disclose information and particulars pertaining to the transactions of the Client effected through the DMA Service and any other relevant information and particulars relating to the operation and use of the DMA Service by the Client to the Exchange, other relevant authorities, its professional advisers and to such other parties pursuant to any legal or statutory requirement; and
- d. The Client is responsible for the confidentiality and use of the Client's Security Code. The Client shall not at any time disclose any Security Codes issued to it to any other party and the Client shall be responsible and liable for any disclosure or unauthorized use of the Security Codes issued to the Client.

23. The Client further acknowledges and agrees to the following: -

- . The Client is expressly prohibited from copying or redistributing the Market Information in any manner or format whatsoever (including through Internet, Intranet or otherwise) to any individual or legal entity whatsoever, either for free or for valuable consideration;
- a. The Client shall take all reasonable measures in order to avoid the Market Information from being used or accessed for unauthorized purposes; and
- b. Neither the Client nor any other person shall hold the Company liable in any way for the following: -
 - i. any inaccuracy, error or delay in, or omission of,
 - (aa) any such data, information message or
 - (bb) the transmission or delivery of any such data, information message, or
 - ii. any loss or damage arising from or occasioned by
 - (aa) any such inaccuracy, error, delay, or omission,
 - (bb) non-performance or
 - (cc) interruption in any such data, information message, due to any force majeure or to any other cause beyond the control of the Company.

24. The Company agrees and shall at its sole discretion to provide reasonable training to the Client in respect of the requirements of the Rules of the Exchange in relation to the entry and trading of DMA Orders and other applicable requirements and to ensure that revisions and updates to the Rules of the Exchange are communicated to the Client promptly.
25. No failure or delay on the part of the Company in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Company hereunder upon any default on the part of the Client shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence of such default, nor shall any action by the Company in respect of any default or any acquiescence to any default affect or impair any right, power, privilege or remedy of the Company in respect of any other subsequent default.
26. In addition to this Agreement, the use of any part of the DMA Service may be subject to additional terms and conditions that the Company may notify the Client from time to time by such notification method as the Company may choose, which may include notification by email or by posting such changes on the website. If the Client does not agree to be bound by the additional terms and conditions, the Client shall forthwith cease all access and/or use of the DMA Service and Affin Hwang Capital eInvest and shall terminate this Agreement immediately by giving written notice to the Company. The Client further agrees that if the Client continues to use and/or access the DMA Service after being notified of the additional terms and conditions, such use and/or access shall constitute an affirmative acknowledgement of the additional terms and conditions and Agreement to be bound by such additional terms and conditions.
27. The Client agrees that the Company may, at its sole and absolute discretion, deny the Client access to the DMA Service and disable the Security Codes associated with the Client for any reason, including but without limitation, if the Company believes that the Client or persons authorized by the Client have violated or acted inconsistently with any terms or conditions set out herein.
28. The Client acknowledges and accepts that due to restrictions under the laws of some countries, the Client:
 - . may not be able to access or use the DMA Service from these countries;
 - a. may be infringing the laws of these countries (including any import or export restrictions governing encryption algorithms) when accessing the DMA Service from these countries;
 - b. may be prevented by the Company from accessing or using some or all of the DMA Service in such countries as the Company may determine from time to time.
29. The Client further acknowledges and agrees to the following in respect of utilizing DMA Service via Apple devices (where applicable):
 - . The Client may use the the DMA Service Application on an iOS Product that the Client owns or controls provided that the Client shall comply with the Usage Rules set forth in the App Store Terms of Service.
 - a. The Client represents and warrants that:
 - i. the Client is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and

- ii. the Client is not listed on any U.S. Government list of prohibited or restricted parties.
- b. Apple and its subsidiaries may enforce their rights against the Client if there is any breach in relation to the Usage Rules set forth in the App Store Terms of Service.
- 30. If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 31. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to the effective date of termination. Termination of this Agreement shall not affect the validity of the Account Opening Documentations which shall continue to remain in force and binding as provided under the Account Opening Documentations on the parties.
- 32. Notices to be given hereunder shall be in accordance with the notice requirements as set out in the terms and conditions of the Account Opening Documentations.
- 33. Time wherever mentioned in this Agreement is of the essence.
- 34. This Agreement cannot be assigned by either party without the other's prior written consent.
- 35. This Agreement shall be binding upon the successors-in-title and assigns of the Company and the Client and shall become effective on the acceptance of terms and conditions herein hereto and shall remain in force until otherwise terminated as provided herein.
- 36. This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 37. In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise provided:-
 - . all references to provisions of statutes shall include the subsidiary legislation enacted pursuant thereto or in connection therewith and all references to provisions in statutes, rules, regulations, bye-laws and directives shall include such provisions as amended, consolidated, re-enacted or supplemented from time to time and for the time being in force;
 - a. words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction;
 - b. words importing the masculine gender shall be deemed to include the feminine and neuter genders and words importing the singular number shall include the plural and vice versa; and
 - c. words applicable to natural persons include any body or company corporation firm or partnership corporate or unincorporate and vice versa.