

PART I OF THE AGREEMENT	
TERMS AND CONDITIONS FOR SECURITIES TRADING	
1.	OPENING OF ACCOUNT
	<p>1.1 The Applicant requests the Bank to open the securities trading account ("Account" or "Accounts" and it includes account opened and/or will be opened, where applicable) and agrees to abide by the Rules and Regulations of Bursa Malaysia Securities Berhad ("Bursa Securities") and any other relevant regulatory bodies, including their subsidiaries, and as may be amended/revised from time to time governing the purchase and sale of securities quoted on Bursa Securities or other recognised stock exchanges as declared by Bursa Securities.</p> <p>1.2 The Applicant agrees that any trading via a trading account utilising share margin financing facility granted by the Bank or by a third party shall be subject to such additional terms and conditions as may be contained in the respective facility agreement or terms and conditions, letter(s) of offer and/or any revisions thereof. The Applicant further agrees that the Applicant shall also be subject to any additional terms governing the Applicant's usage of other products of the Bank such as Retail Trust Account, Securitised Trading Account, Cash Management Account, Regulated Short Selling, Online Trading or such other products which the Bank may introduce from time to time.</p>
2.	TRADING, CONTRACT NOTE, STATEMENTS AND NOTICES
	<p>Trading Accounts</p> <p>2.1 The Applicant agrees that the Account together with the Applicant's other trading accounts (subject to such maximum number of trading accounts that the Bank in its absolute discretion may from time to time allow) with different DRs in the Bank may be linked to the Applicant's one Central Depository System account ("CDS Account").</p> <p>2.2 The Applicant agrees that although the Applicant's one CDS account may be linked to the Applicant's various trading accounts with the Bank, should the Applicant decide to contra the Applicant's trades, the Applicant shall only conduct the Applicant's sale transaction through the same DR from whom the Applicant purchased the securities in question. In the event the Applicant fails to abide by the aforesaid rule, the Bank is authorised to net-off the Applicant's sale transaction through the 2nd DR against the Applicant's purchase transaction through the 1st DR. In such circumstances, the Applicant further agrees that the Bank is at liberty to impose a service charge at a rate to be fixed by the Bank which may be varied from time to time (with or without notice to the Applicant). The Applicant agrees and authorises the Bank to deduct the aforesaid service charge from the sale proceeds. Any shortfall between the purchase price and sale proceeds shall be a debt due from the Applicant and without demand, be forthwith payable to the Bank.</p> <p>Order Execution and Its Risks</p> <p>2.3 All orders of the Applicant whether given orally, online trading, by e-mail or by any other communication code are transmitted at the Applicant's risk and the Applicant agrees that neither the Bank nor any of its employees or agents shall be liable for:</p> <ul style="list-style-type: none"> (a) any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the delay, failure or alleged failure of the order management system or trading system used by the Bank or such trading system as may be or will be introduced by Bursa Securities and the Bank ("Trading Systems") to execute, cancel or amend such orders; and (b) for any inaccuracy, error or delay in, or omission of any orders executed in the Trading Systems due either to any negligent act or omission by the Bank or any disseminating party, or to any "force majeure" events (including but not limited to flood, inclement weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of the Bank or any disseminating party. <p>2.4 The Applicant acknowledges that all price quotations given to the Applicant are subject to change and there may, on occasions, be a delay in making prices or in dealing due to the physical restraints on the Trading Systems or due to the very rapid changes in the prices of the securities that frequently take place, and agrees that reliance upon such information is at the Applicant's own risk and the Bank may not always be able to trade at the best prices quoted at any specific time or "at best" or "at market". The Bank shall not be liable for any loss howsoever arising by reason of its failing or being unable, to comply with the terms of any limit order undertaken on behalf of the Applicant. Where the Bank is for any reason whatsoever unable to perform the Applicant's order in full, and effects partial performance only, the Applicant shall accept and be bound by the outcome.</p> <p>2.5 The Applicant acknowledges that there are inherent risks of losses in the event the Bank executes any securities contract, where relevant, under the Applicant's authority herein or the Applicant's instructions from time to time and that such losses shall be borne by the Applicant.</p> <p>Delivery of Securities for Sale Contract</p> <p>2.6 The Applicant undertakes to abide by Section 98 of the Capital Markets and Services Act 2007 ("CMSA") that at all times prior to the execution of sell orders, except when executing Intraday Short Selling, the Applicant is in the position to exercise and has unconditional right to vest the securities to a purchaser of the securities. The Applicant shall be responsible and shall undertake to deliver the full quantity of the securities of all the sell orders made, on or before the due date of delivery and settlement. For sell order, the Applicant shall also disclose to the Applicant's DR the availability of sufficient securities as tradeable balance for the purpose of delivery in respect of that particular transaction.</p>

- 2.7 The Applicant undertakes to promptly deliver to the Bank securities and all other relevant documents relating to the securities sold by the Bank on the Applicant's behalf.

Selling-Out or Buying-In

- 2.8 The Applicant authorises the Bank in its absolute discretion to carry out such "selling-out" or "buying-in" of stocks, shares or securities to clear the Account's outstanding position and undertakes to indemnify the Bank against all losses and expenses incurred resulting from or in connection with any "buying-in" or "selling-out" executed on the Applicant's behalf in the event the Applicant fails to comply with any of the Applicant's obligations (including but not limited to the Applicant's payment obligations).

Trading Limit

- 2.9 The Bank reserves the right to refuse to trade on behalf of the Applicant (other than closing out existing positions held on behalf of the Applicant), suspend the Applicant from trading and/or impose limit including buy and sell limits, position limits and limits on contract size on the Applicant's Account(s) without assigning any reasons thereto and without having to give due notice to the Applicant and the Applicant shall not exceed such limits.

Recording

- 2.10 The Bank may, and the Applicant authorises the Bank to, record and archive all telephone and/or electronic communications with the Applicant in order to verify instructions given by the Applicant and that such records or archives shall be conclusive evidence of any instructions given by the Applicant, for all intents and purposes.

Recommendations by Representatives Not To Be Construed As Recommendations by the Bank

- 2.11 The Applicant acknowledges that information or representation conveyed by the Bank's DR is not to be construed as recommendations, advice, suggestion or solicitation for purchase or sale of securities by the Bank, and that the Bank accepts no liability whatsoever for any loss or damage arising from or in connection with the said information or representation by the Bank's DR. The Applicant acknowledges that any trading recommendations and market or other information communicated to the Applicant by the Bank or its DR do not constitute an offer to sell or the solicitation of an offer to buy any securities. Any such recommendations and information although based upon information obtained from sources believed by the Bank to be reliable may be incomplete, may not have been verified and may be changed without notice to the Applicant and the Bank makes no representation, warranty or guarantee as to its accuracy, completeness or correctness. Any such recommendation or information is not to be taken in substitution for the exercise of judgment by the Applicant. The Applicant further agrees and acknowledges that all orders issued by the Applicant whether in reliance on recommendations or investment information obtained from the Bank, the Bank's authorised agents or its DR or otherwise are at the Applicant's own sole risk and that the Applicant shall have no claims whatsoever against the Bank whether in contract or in tort for any losses incurred by the Applicant as a result thereof.
- 2.12 The Applicant agrees that the Applicant will not hold the Bank or any of the Bank's officers, employees or agents responsible or liable for whatever losses incurred as a result of the acts, representation and/or omission of the Applicant's DR (including his/her assistant) in carrying out his/her duties in connection with the Applicant's Account.
- 2.13 The Applicant acknowledges that the Bank's DR are not authorised to accept any liability on the Bank's behalf, nor to waive or vary any of the terms and conditions stated herein.

Opposite Position that May Be Taken by the Bank/Affin Group

- 2.14 The Applicant is aware that the Bank is part of the Affin Bank Berhad's group of companies ("Affin Group") which is engaged in securities trading, derivatives trading, fund management, financing and research activities as well as providing investment banking, investment and financial advisory services. In the ordinary course of its business activities, the Bank or any member of the Affin Group may at any time hold positions, trade or otherwise effect transactions for its own account or the accounts of other customers, in debt or equity securities that may be opposite to the trading position taken by the Applicant. The Bank or any member of the Affin Group may also have given loans to any issuer of the securities traded or will be traded by the Applicant.

Contract Notes and Statements

- 2.15 Any notice, communication, contract notes, contra statements, statements of accounts and/or other documents ("the said documents") issued by the Bank shall be deemed final, conclusive and binding, save for manifest error(s). The Bank reserves the right to amend or cancel and issue new contract notes, statements and/or any other said documents at any time if it discovers that the said documents are erroneous.
- 2.16 The Applicant agrees that in the absence of manifest error, an unsigned computer generated statement of account or a manually prepared statement of account duly signed by any of the Bank's authorised staff showing the Applicant's indebtedness to the Bank shall be binding and conclusive evidence in any legal proceedings against the Applicant.

Notices

- 2.17 The Bank sends the following notices to the Applicant:
- (a) Notices may be sent to the Applicant by ordinary mail or by electronic whether through the internet, facsimile or other communication modes and shall be deemed to have been duly received by the Applicant if sent by the Bank to the correspondence address or electronic address given in the account application form, or to such other correspondence or electronic address as the Applicant may hereafter notify the Bank in writing or through electronic mode (notwithstanding its subsequent return by the post office or the system administrator of the relevant internet service provider).
 - (b) Notices sent by mail shall be deemed duly given at 9.00 am on the second (2nd) business day immediately following the date of mailing. Notice sent by electronic mail shall be deemed given at the time the electronic mail was sent. Notice

	<p>posted in the Bank's website portal shall be deemed given at the time the notice was posted. Notice by facsimile shall be deemed given upon the receipt of a confirmed transmission report by the Bank. Unless otherwise prohibited by the rules of Bursa Securities, notices may also be given to the Applicant in other means deemed appropriate by the Bank and the Applicant further agrees that such notice shall be deemed sufficient notice to the Applicant under this Clause.</p> <p>(c) The Applicant further agrees that any notice given may take any form including without limitation any electronically produced unsigned notice, notice printed on the statement of account, contract notes, any other said documents sent by the Bank to the Applicant or printed on their over-leaves or a notice placed at the Bank's premises or other means deemed appropriate by the Bank and the Applicant further agrees that such notice shall be deemed sufficient notice to the Applicant under this Clause.</p> <p>(d) Where any communication by the Applicant is given by electronic mail or sent through the Bank's website portal, the Bank is entitled to rely upon and act in accordance with the message contained therein without enquiry as to the identity of the person making such communication and the Bank shall further be entitled to treat such communication as fully authorised and binding upon the Applicant.</p> <p>(e) All notices to the Bank shall be sent to its place of business as posted by the Bank on its website or such other place as the Bank may hereafter notify the Applicant in writing.</p> <p>Document Sent to the Bank via Electronic Communication or Facsimile</p> <p>2.18 Documents transmitted by electronic communication or facsimile may be accepted as original documents at the sole discretion of the Bank. In that event that the Bank accepts such documents as original documents, the signature of any person or entity thereon, is to be considered as original signature, and the document transmitted is to be considered to have the same effect as an original signature on an original document, otherwise at the request of the Bank, any documents sent via electronic communication or facsimile must be re-executed in original form by the persons or entities who executed the documents. No party hereto may raise the use of electronic communication or facsimile as a defense to the enforcement of any documents executed in compliance with this Clause. The Applicant agrees not to dispute the validity or enforceability of electronic communications and waive any right to raise any defense based on the absence of writing.</p> <p>Change of Correspondence Address / Email Address</p> <p>2.19 The Applicant shall forthwith notify the Bank in writing of changes to any of the Applicant's addresses or other information including without limitation to the Applicant's mailing address and electronic mail addresses. Should the Applicant fail to notify the Bank or the Bank fail to receive the Applicant's notification, any said documents sent out by the Bank by ordinary post to the Applicant's last known address shall be deemed to have been received by the Applicant on the second (2nd) business day following posting.</p> <p>Verification of Transaction</p> <p>2.20 The Applicant is under a duty to examine and verify all entries in the notification of transaction which the Bank will send to the Applicant after the date of execution of the transaction and to report any error found therein. Unless the entries therein are objected to within three (3) business days after posting/transmission to the Applicant of the same, the entries shall be deemed correct and shall be conclusive against the Applicant and the Applicant shall be bound by all entries in the notification and the Bank shall be free from all claims in respect of any and every items shown in the notification.</p> <p>Trading of Foreign Securities</p> <p>2.21 The Bank may in its sole and absolute discretion determine and/or vary the availability limit based on the proportionate ratio determined by the Bank from the Applicant's approved limit or the Applicant's securities deposited and maintained with the Bank for the Applicant's dealing in non-ringgit securities through conventional means or the internet trading facilities, as the case may be. The Applicant agrees that the Bank shall have the right, at any time, to refuse the Applicant's orders or limit the purchases/sales ordered by the Applicant.</p> <p>Review</p> <p>2.22 The Account is subject to internal review and the Bank at its absolute discretion is entitled to, at any time, suspend or terminate the Account without assigning any reasons thereto, notwithstanding Clause 2.23 below.</p> <p>Termination</p> <p>2.23 The Account may be terminated by either party by notice in writing of not less than five (5) business days and all balances in the Account shall become immediately at the expiry of such notice due and payable. Any termination hereof shall be without prejudice to the Bank's right to settle any transactions entered into, or to settle any liability incurred by the Applicant hereunder, prior to termination, and the Applicant shall remain liable for all costs and expenses incurred as a result of the Bank settling such transactions, which shall be paid to the Bank by the Applicant immediately upon demand. The Bank shall also be entitled at its discretion, to cancel all unexecuted instructions as at the time of termination.</p> <p>2.24 Termination of the Agreement shall not affect either party's rights in respect of any antecedent breaches.</p> <p>2.25 The Bank shall not be liable to the Applicant for any claims, costs, damages or losses that may arise or that may be suffered or incurred by the Applicant as a result of the termination of the Agreement.</p>
3.	SETTLEMENT AND TRUST MONEY
	<p>Payment to the Bank</p> <p>3.1 The Applicant hereby agrees to pay to the Bank commission, fees, charges, levies, stamp duty and any taxes where relevant on the services provided at such rates as determined by the authorities or the Bank from time to time, including any amendment thereof with or without notice to the Applicant. The Applicant authorises the Bank to debit such amount from the Applicant's trust account to meet such monetary obligations.'</p>

- 3.2 For purchase of foreign securities, the Applicant undertakes to pay to the Bank promptly any commission, fees, costs or other charges at such rate or rates as the Bank may from time to time determine, imposed by the Correspondent Broker (as defined below) and any relevant exchanges on which the non-ringgit securities are listed or any of its clearing organisation; any taxes imposed by any competent authority on any account opened or transaction effected for the Applicant; and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to the gross negligence or willful misconduct of the Bank. The Bank has the right to deduct from the Applicant's trust account, an amount for the purpose of withholding tax in relation to the Applicant's transactions, as required by the relevant foreign regulatory/government bodies.
- 3.3 The Applicant undertakes to pay to the Bank, as and when due, or upon demand, all monies owing from the Applicant to the Bank in connection with the Account and to promptly pay interest on all amounts outstanding on the Account at the rate as may be determined by the Bank in its absolute discretion from time to time (both before and after judgment), as well as fees (on a full indemnity basis) and other expenses incurred by the Bank in recovering any amount outstanding from the Applicant or in connection with the Bank enforcing any of its rights under these terms and conditions, notwithstanding the termination of this Agreement and/or the closure of the Account and/or the CDS Account.
- 3.4 If any such fees, costs and expenses shall remain unpaid by the Applicant, the Bank shall have a first and paramount lien over the securities, with full power of sale, without prejudice to the Bank's other rights arising by operation of law.
- 3.5 If the Applicant does not pay for any securities that the Applicant purchases or does not settle any transactions with respect to securities by the due date, the Bank has the right to liquidate and impose charges on any or all of these transactions without notice to the Applicant. The Bank may but need not exercise this right on any day after the day on which the right to liquidate first arose. The Bank will not be liable to the Applicant with respect to securities purchase transactions, on which the Applicant has defaulted, for any loss suffered by the Applicant as a result of any fall in the market price of the securities between the first (1st) day the right to liquidate arose and the day it actually sells the securities.
- 3.6 The Applicant agrees that:
- any transfer of securities from the Applicant's Account shall be at the Applicant's cost and subject to the Bank's prior consent and to the laws, regulations and rules of the relevant jurisdiction; and
 - the Bank shall at all times have a general lien over any and all securities held by the Bank for the Applicant as security for any outstanding obligation owed by the Applicant to the Bank. The Bank may at all times exercise this lien by effecting a sellout of any or all of such securities and apply the net proceeds towards settlement or discharge of the Applicant's obligations to the Bank.
- 3.7 The Bank is authorised at its discretion to deal with and/or withhold outward transfer of all securities purchased by the Applicant or on the Applicant's behalf held by the Bank whether in the Bank's custody or in the Applicant's CDS Account with the Bank, and use the proceeds of sale towards satisfaction of all payments due and/or owing by the Applicant to the Bank.
- 3.8 If any such fees, costs and expenses shall remain unpaid by the Applicant, the Bank shall have a first and paramount lien over the securities in the Applicant's CDS Account, with full power of sale, without prejudice to the Bank's other rights arising by operation of law.

Financial Means to Settle Outstanding Amounts

- 3.9 The Applicant undertakes to inform the Bank of any material facts that may adversely affect the Applicant's financial position and/or the Applicant's creditworthiness from time to time. The Applicant hereby declares that the Applicant has the financial means to settle all the Applicant's purchase contracts and any outstanding amounts or debts due from the Applicant to the Bank or its related companies.
- 3.10 The Applicant agrees to pay the Bank without demand, all charges relating to transactions for the Applicant's Account and all outstanding debt arising from transactions effected for the Applicant's Account(s) including legal fees incurred by the Bank on a solicitor and client basis in the enforcement of any of the Applicant's obligations and liabilities in connection therewith.

Settlement of Foreign Securities

- 3.11 The Bank will calculate the value of the Applicant's transaction in the securities in Ringgit Malaysia using such exchange rate as the Bank may determine at its sole discretion. All transactions in the securities for the Bank's account shall be settled in Ringgit Malaysia or, any other currency requested by the Applicant or Applicant's DR provided it is approved by the relevant authorities and agreed by the Bank, at an exchange rate determined by the Bank. The Applicant will bear all losses, damages, or costs that result from any currency conversion in connection with any transaction in the securities for the Applicant's Account.
- 3.12 The Bank may convert any currencies given to the Bank into any currency at the prevailing currency conversion rate or purchase any currency for settlement of the outstanding debt at the prevailing rate quoted by the Bank or a bank of the Bank's choice. The Applicant agrees and acknowledges that any risk of loss or damage or any cost or expense arising from the conversion of one currency to another currency pursuant to or in relation to the Applicant's account shall be borne by the Applicant. The Applicant shall indemnify the Bank against any loss sustained by the Bank as a result of any conversion and shall in any event indemnify the Bank against the cost of making any purchase of currency. These indemnities constitute a separate and independent obligation from the other obligations contained herein and shall give rise to a separate and independent cause of action and shall apply irrespective of any indulgence granted by the Bank or its related companies and shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of sum(s) due from the Applicant to the Bank or its related companies.
- 3.13 Delivery and settlement between the Bank and the Applicant in respect of transactions in the securities shall be effected not later than the scheduled settlement date of the relevant exchange. Where the scheduled settlement date falls on a public holiday in Malaysia, Singapore and/or the jurisdiction wherein the Correspondent Broker is located ("Said Jurisdiction"), settlement between the Bank and the Applicant will be effected on the following business day for both Malaysia, Singapore and the Said Jurisdiction.

	<p>3.14 Contra deal(s) in respect of earlier purchase contract(s) shall only be allowed at the absolute discretion of the Bank and subject to the laws, regulations and rules of the relevant exchange. The Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises from the Bank's refusal to allow the Applicant to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the relevant exchange.</p> <p>Interest</p> <p>3.15 The Applicant further agrees to pay interest (including compound interest) at the rate fixed by the Bank that may be varied from time to time (with or without notice to the Applicant). The Applicant also expressly agrees that such rate of interest shall continue to apply to post-judgment debts.</p> <p>Official receipt</p> <p>3.16 All payments shall be deemed received by the Bank only upon issuance of the Bank's official receipts. Should the Applicant make payment by cheques, the same must be crossed "A/C Payee Only" and issued in favour of the Bank.</p> <p>Payment by the Bank</p> <p>3.17 For any reason the Bank cannot effect payment or repayment to the Applicant in a particular currency in which payment or repayment is due, the Bank may effect payment or repayment in the equivalent in any currency selected by the Bank based on a rate of exchange determined by the Bank in respect thereof at the relevant time</p> <p>Trust money</p> <p>3.18 The Applicant may remit to and deposit with the Bank a sum of money including such sum which may hereafter come into the Bank's possession (hereinafter collectively referred to as "the Advance Payment Sum") for the Bank to hold and to utilise for payment of all such amount that may be due from the Applicant from time to time under the Applicant's Account (including but without limitation to payment for all purchase contracts on due dates and all commissions, charges and expenses arising thereto) either at the Applicant's or Applicant's DR's request and/or in the absolute discretion of the Bank, with or without any notice to the Applicant.</p> <p>3.19 In the event that there should be any outstanding sum of whatsoever nature (including but without limitation to payment for purchase contracts, trading losses, brokerage, interest, costs, expenses, legal fees on a solicitor-client basis) due and payable under any of the Applicant's Account(s), the Applicant hereby irrevocably agrees and authorises:</p> <p>(a) the Applicant's DR and/or his/her assistant and/or such other person relieving the DR during the DR's absence; and/or</p> <p>(b) the Bank</p> <p>without giving further notice to the Applicant to withdraw or off-set the entire or any part of the Advance Payment Sum or amount due to the Applicant at any time the Bank deems fit towards settlement of such outstanding sum that may be due from the Applicant to the Bank from time to time under such Account(s). The Bank reserves its discretions to prioritise the settlement sequence should there be more than one type or item of the outstanding sum.</p> <p>3.20 The Applicant further hereby irrevocably authorises the Bank to hold all sales proceeds due to the Applicant under the Account from time to time as part of the Advance Payment Sum and to utilise it as per Clauses 3.18 and 3.19 above.</p> <p>3.21 The Applicant's DR shall be permitted to withdraw all or part of the Advance Payment Sum by giving the Bank not less than two (2) business days notice subject always to there being no outstanding sum due or to be due to the Bank under any of the Applicant's Account(s) and subject further to there being no open positions in these Account(s). Payment from the Bank for such withdrawal shall be made in the form of a crossed cheque in the Applicant's favour or other form of payment method in the Applicant's favour.</p>
4.	<p>MEMORANDUM OF DEPOSIT OF SECURITIES ("Memorandum")</p>
	<p>4.1 In consideration of the Bank agreeing at the Applicant's request to accept the Applicant as a client of the Bank and to permit the Applicant's DR to execute the Applicant's orders for trading in shares, stocks, bonds, warrants, structured warrants and other securities of any kind listed on the Bursa Securities and/or other recognised stock exchanges (hereinafter referred to as "the Securities") for the Applicant's Account, the Applicant hereby agrees that:-</p> <p>(a) all Securities together with any substituted and additional securities thereto whether scripless or otherwise and any part thereto which the Applicant deposits or may have already deposited into the Applicant's Account and/or CDS Account held in the Applicant's name or otherwise in the name of Affin Hwang Nominees (Tempatan) Sdn Bhd or Affin Hwang Nominees (Asing) Sdn Bhd (hereinafter referred to as "the Nominees Company") also all Securities which the Applicant may hereafter transfer or deposit into the Account and/or CDS Account by purchase or otherwise or which may hereafter come into the CDS Account and/or Account or which may hereafter be deposited by the Applicant in substitution of or in addition to the Securities now deposited or for any other purpose whatsoever and which shall be deemed to include stocks, shares, rights accruing or offered at any time by way of redemption bonus rights preference option or otherwise to or in respect of any of the Securities (hereinafter referred to as "the Shares Collateral"); and/or</p> <p>(b) the cash and all monies which may have already been deposited with the Bank or which the Applicant may hereafter deposit with the Bank or which may hereafter come into the possession of the Bank, including but not limited to proceeds from the sale of the Securities, interests, cash dividends and capital repayment (hereinafter called "the Cash Collateral").</p> <p>shall be treated as collateral and continuing security for the punctual payment and discharge of all monies and liabilities (including contra-losses) whether certain or contingent which are now or shall from time to time or at any time hereafter become owing or remaining unpaid or due by the Applicant to the Bank in the Applicant's Account or in any manner whatsoever and anywhere whether alone or jointly with others and in whatever style, name or form and whether as principal or surety</p>

	<p>including (but without prejudice to the generality of the foregoing) the amount of credit or advances made to the Applicant at the Applicant's request together with interest thereon at the rate which the Bank may at any time and from time to time fix whether notice of same has been given to the Applicant (hereinafter referred to as the "Prescribed Rate") together with all commission, levies and other charges, stamp duties and legal fees arising out of and incidental to the taking or realisation of this collateral or other security taken by the Bank for the same indebtedness although the relationship between the Bank and the Applicant as stockbroker and client may have ceased.</p>
4.2	The Shares Collateral and Cash Collateral shall hereinafter collectively be referred to as the "Collateral Securities".
4.3	The Applicant hereby agrees that the Bank shall be entitled to restrict the value of transactions that can be effected by the Applicant's DR on the Account to the marked to market value of the Collateral Securities deposited by the Applicant with the Bank less all deductions made or to be made by the Bank pursuant to the terms of the Memorandum and less the value of all open positions in the Account.
4.4	Notwithstanding Clause 4.3 above, The Applicant agrees that the Bank shall be at liberty to cap the value of the Shares Collateral at price(s) deemed fit by the Bank and the Bank and/or the Applicant's DR may in its/his absolute discretion limit restrict suspend or discontinue further execution of trades on the Applicant's behalf without assigning any reasons whatsoever.
4.5	Subject to the provisions hereinafter appearing, the interest on any monies for the time being hereby secured including capitalised interest shall at the end of each calendar month be capitalised and added for all purposes to the sum then owing and shall thenceforth bear interest at the Prescribed Rate and be secured and payable accordingly and all the undertakings terms and conditions contained in or implied by these presents and all powers and remedies conferred by law or by these presents and all rules of law or equity in relation to the said principal sum and interest shall equally apply to such capitalised interest.
4.6	The Applicant hereby warrants, declares and represents that the Applicant is the registered and beneficial owner of the Collateral Securities and that the Collateral Securities are free from all charges encumbrances or any liens whatsoever, the acquisition and/or the deposit by the Applicant of the Collateral Securities did not and will not contravene or violate the provision of any laws or regulations or any orders or decrees of any governmental authorities, agencies or courts to which the Applicant is subjected to (or in case of a corporation, Memorandum and Articles of Association) and the Applicant undertakes that the Applicant will not during the continuance of this Agreement create any other form of mortgage, charge, debenture, pledge or lien in respect thereof.
4.7	The Applicant shall from time to time at the request of the Bank and at the Applicant's own cost (including stamp duty and legal fees) promptly sign deliver and complete all transfers, assignments, deeds and documents and do all acts and things which the Bank may, in its absolute discretion, specify for enabling or assisting the Bank to perfect its title to the Collateral Securities, to vest the Collateral Securities in the Bank or the Nominees Company, to exercise or enable the Nominees Company to exercise any rights or powers attached to the Collateral Securities or otherwise to enforce any of the Bank's rights hereunder.
4.8	All or any part of the Collateral Securities deposited may not be withdrawn, transferred, disposed of or otherwise dealt with by the Applicant without the consent of the Bank so long as there is any outstanding sum due from the Applicant to the Bank under the Applicant's Account and/or if there are any open positions in the Applicant's Account and the Bank has absolute discretion to reject or withhold such withdrawal, transfer or sale request. The Applicant shall have no claim of whatsoever nature against the Bank for the Bank's refusal to permit the withdrawal, transfer, sale or otherwise of the Collateral Securities and the Applicant hereby agrees, covenants and undertakes to indemnify and keep the Bank indemnified against all claims, cost, expenses, demand, actions fines penalties and legal proceedings whatsoever incurred made suffered or charged or imposed upon the Bank as a result of the Bank withholding refusing or rejecting such withdrawal, transfer, sale or other requests.
4.9	In the event that the Applicant disposes of all or any part of the Shares Collateral and if there is any outstanding sum due from the Applicant to the Bank under the Applicant's Account and/or under any other accounts, the Applicant hereby irrevocably authorises the Bank to withhold payment of the sale proceeds to the Applicant and to apply the sale proceeds in any manner and for the credit of the Account and/or any other accounts maintained by the Applicant with the Bank as the Bank deems fit.
4.10	The Applicant undertakes that for any Securities sold by the Applicant and/or sold on the Applicant's behalf, the Applicant will ensure that the Securities are available in the CDS Account and/or Account in the Applicant's name or otherwise in the name of the Nominees Company under the Securities Industry (Central Depositories) Act 1991 ("SICDA") whether or not such securities account is a Pledged Securities Account designated under Section 40 of the SICDA on the due dates. Should the Applicant fail to comply, the Applicant understands that the Bank will effect a "buying-in", in accordance with the trade delivery and settlement system established under the respective Rules of Bursa Securities, the Securities required to clear out position with the Bank and the Applicant undertakes to indemnify the Bank for all losses incurred in such event.
4.11	Recovery against the Applicant shall not in any way be barred prejudiced invalidated or affected by any defect, informality or insufficiency of the Applicant and/or in the Applicant's power to enter into this Agreement and/or to trade in securities quoted on the Bursa Securities and/or other recognised stock exchanges which might be a defense as between the Bank and the Applicant whether such defect, informality or insufficiency is known to the Bank.
4.12	<p>Notwithstanding that the Shares Collateral are held in the Applicant's CDS Account and/or Account or otherwise in the Nominees Company's CDS Account or Trading Account, it is hereby agreed that it shall be lawful for the Bank (though the Bank is not obligated to) without notice to the Applicant or instruction, consent or concurrence from the Applicant to sell dispose of or otherwise to deal with all or any of the Shares Collateral and/or to withdraw the Cash Collateral from the trust account(s) upon occurrence of any of the following circumstances (hereinafter referred to as "events of default):-</p> <ol style="list-style-type: none"> If the Applicant defaults in paying further securing or satisfying to the Bank any money or liabilities (including but without limitation to contra-losses and losses arising from buying-in by Bursa Malaysia Securities Clearing Sdn Bhd) due under the Account and other sums of money or liabilities hereby secured and due from the Applicant to the Bank from time to time; If an act of bankruptcy is committed by the Applicant or a resolution is passed for the Applicant's winding-up; If a distress or execution or writ of seizure and sale or attachment be levied or issued against any of the Applicant's securities properties or assets;

	<p>(d) If a Receiver of the Applicant's assets and/or properties or any part thereof shall be appointed;</p> <p>(e) If the Applicant commits a breach or threatens to commit a breach of any of the terms covenants stipulations undertakings or provisions herein contained and on the Applicant's part to be observed and performed or the Applicant fails to fulfil the Applicant's obligations under the terms and conditions for operation of the Account and/or CDS Account; or</p> <p>(f) If in the Bank's discretion, the Bank is of the opinion that the Bank's interest under the Memorandum is in jeopardy.</p>
4.13	<p>In the event of the Bank exercising its rights under Clause 4.12 above, the Bank shall apply the Cash Collateral (and interest earned thereon, if any) and/or the net proceeds from any such sale of the Shares Collateral in the manner hereinafter provided:</p> <p>-</p> <p>Firstly : in paying all costs and expenses levies, commission of or incurred or occasioned by the withdrawal of the Cash Collateral and/or sale or disposition of the Shares Collateral as aforesaid.</p> <p>Secondly : payment of interest.</p> <p>Thirdly : in or towards payment to the Bank of the principal outstanding amount due to the Bank under the Account.</p> <p>Fourthly : in or towards payment to the Bank and any related companies (as defined in the Companies Act, 2016) of the Bank of any other debts liabilities owing and remaining unpaid by the Applicant to the Bank and/or its related companies.</p> <p>Fifthly : after discharging all liabilities and monies due to the Bank and its related companies, any surplus shall be credited to the Applicant's Account as continuing security for the Applicant's trading in securities.</p>
4.14	<p>The Bank's rights under Clause 4.12 above shall be in addition and not in subrogation of any other rights, powers and remedies that the Bank may have herein or under any laws, statutes or otherwise.</p>
4.15	<p>If the Cash Collateral (including interest earned thereon) and the amount realised by the Bank on a sale of the Shares Collateral is insufficient to settle the amount due to the Bank (whether at such sale the Bank is the purchaser or otherwise), the Applicant shall on demand pay the difference between the amount due and the amount so realised with interest thereon at the Prescribed Rate to the Bank.</p>
4.16	<p>At all times the Applicant undertakes to keep up or maintain the value of the Collateral Securities and from time to time at the request of the Bank to deposit additional cash with the Bank or at the Bank's option to deposit additional approved stocks shares and securities into the Applicant's CDS Account and/or Account as the Bank may require to secure the continued trading in the Applicant's Account. In the event that the shares stocks or securities already deposited into the CDS Account and/or Account have been delisted from public quotation, suspended, illiquid and/or are otherwise no longer acceptable by the Bank as security, the Bank may request the Applicant to deposit additional cash, shares, stocks or securities and/or to substitute the shares stocks or securities already deposited.</p>
4.17	<p>No payment to the Bank (whether under any judgment or order of any Court or otherwise) by the Applicant shall discharge the Applicant's obligation or liability in respect of which it was made unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred and, to the extent the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Bank shall have a further separate cause of action against the Applicant and shall be entitled to enforce this Agreement to recover the amount of such shortfall at the applicable rate of interest after as well as before any Court Order or Judgment.</p>
4.18	<p>The Collateral Securities shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the Bank for all or any part of the monies hereby secured nor shall such collateral or other security or any lien to which the Bank may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the monies hereby secured be in any way prejudiced or affected by this security. The Bank shall have full power at its discretion to give time for payment or to grant indulgences, enter into compromise or settlement with any such other person or persons without prejudice to the Applicant's liability hereunder. All monies received by the Bank from the Applicant or any person or persons liable to pay the same may be applied by the Bank to any account or item of account or any transaction to which the same may be applicable.</p>
4.19	<p>Notwithstanding any provision hereof, it is hereby expressly agreed that upon default or breach by the Applicant of any of the terms, covenants, stipulations and/or undertakings on the Applicant's part to be observed and performed, the Bank shall thereafter have the right to exercise all or any of the remedies available whether by this Agreement or other security documents executed by the Applicant or by any other party or by statute or otherwise and shall be entitled to exercise such remedies concurrently including pursuing all remedies of civil suit or otherwise against the Applicant and such other parties concurrently to recover all monies due and owing to the Bank.</p>
4.20	<p>The Bank shall so long as any monies remain owing hereunder have a lien on all monies, cash, stocks, shares and securities now or hereafter standing to the Applicant's credit in the CDS Account, Account and any other accounts the Applicant maintains and/or will maintain with the Bank.</p>
4.21	<p>The security liabilities and/or obligations created by the Memorandum shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of amalgamation incorporation liquidation reconstruction winding up or otherwise however in the name style constitution or composition of the Applicant or any other person deriving benefit under the Applicant and it is expressly declared that no change of any sort whether in relation to or affecting the Applicant shall in any way affect the security liabilities and/or obligation created by the Memorandum in relation to any transactions whether past, present or future.</p>
4.22	<p>No assurance security or payment which may be avoided under any statute relating to insolvency, liquidation, winding-up or is otherwise avoided in any manner and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect the Bank's right to recover from the Applicant all monies to the full extent hereunder as if such assurance security payment release settlement or discharge (as the case may be) had never been granted given or made.</p>
4.23	<p>The powers conferred on the Bank by the Memorandum are solely to protect the Bank's interest in the Securities and shall not impose any duty on the Bank part to exercise any such powers or rights. The Bank shall not have any duty as to any Securities and the Bank shall incur no liability for:-</p>

	<p>(a) ascertaining or taking action in respect of any calls, instalments, redemption, conversions, exchanges, maturities, tenders or other matters in relation to any Securities or the nature or sufficiency of any payment whether or not the Bank has or is deemed to have knowledge of such matters; or</p> <p>(b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Securities.</p> <p>4.24 The Applicant shall have no recourse against the Bank, the Bank's nominees or agents in respect of any loss and/or damage that the Applicant may suffer howsoever arising out of or in relation to or connected with the delay in exercise or non-exercise of the powers conferred herein (including without limitation to any loss of opportunity) or for any loss or depreciation in value of any of such Securities arising from or through any cause whatsoever.</p>
5.	GLOBAL TRADING
	<p>Correspondent Brokers</p> <p>5.1 The Bank is entitled to delegate the execution of the Applicant's orders for the securities listed in foreign stock exchanges ("Global Trading") to a correspondent broker of the Bank's choice (the "Correspondent Broker"). As between the Correspondent Broker and the Bank, the Bank may be obliged to regard itself as being primarily responsible for the execution of the Applicant's orders. In this connection, the Applicant acknowledges that the Bank may, but is not obliged to, take such measures (including effecting payment and settlement in respect of the Applicant's orders that have been executed) as may be necessary to ensure non-default of the Bank's own primary responsibility as aforesaid (notwithstanding that as between the Applicant and the Bank, the Applicant is in or has notified the Bank that the Applicant will be in default).</p> <p>5.2 The Applicant agrees to be bound by any other terms and conditions or agreements executed between the Bank and the Bank's Correspondent Broker in relation to services rendered to facilitate the Applicant's trading in non-ringgit securities. The Applicant shall also have read and fully understood the Bank's other terms and conditions before commencing any Global Trading activities.</p> <p>Rules Governing Transactions</p> <p>5.3 All transactions by the Bank on the Applicant's behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the relevant exchanges on which the non-ringgit securities are listed and its clearing organisation on which such transactions are executed or cleared by the Bank or its agents or any of its affiliates for the Applicant's Account, to all applicable rules of governmental/foreign government authorities and self-regulatory organisations and to all applicable laws and regulations promulgated thereunder. In respect of trading in securities, the Applicant shall be fully responsible to comply with applicable laws and regulations including foreign exchange control laws and shall obtain all necessary approvals or make all necessary registrations or filings with the relevant authorities.</p> <p>5.4 Accordingly, the Bank or its agent or any of its affiliates may be required to provide information relating to the Applicant's Account. The Bank shall not be liable to the Applicant as a result of any action taken by the Bank or its agent or any of its affiliates to comply with any such rules, laws or regulations, including without limitation, any liquidation, in whole or in part, of the Applicant's positions or any other action taken in the event that any exchange declares an emergency.</p> <p>Information and Execution Delay</p> <p>5.5 The Applicant acknowledges that when trading in non-ringgit securities there may be delays in stock quotes and execution of orders via the Correspondent Broker. While the Bank will take reasonable care to mitigate any such delay, the Applicant agrees that neither the Bank nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by the Applicant in reliance upon the information provided or for any interruption of any data or information.</p> <p>Nominees/Custodial</p> <p>5.6 The Bank may on the terms set out below hold all securities purchased for the Applicant either directly or through a nominee or custodian (who may effect such holding through a sub-nominee or sub-custodian). Such nominee/custodian and/or such sub-nominee/sub-custodian may or may not be within Malaysia and in the latter case, the Applicant consents to the Bank having absolute discretion in their appointment or approval in their appointment. All costs and fees imposed and/or associated with the holding of the securities by any of them shall be for the Applicant's Account. Accruals with respect to any and all securities so customized, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia as the Bank thinks fit and credited into the Applicant's Account.</p> <p>5.7 The duties of the Bank as custodian of the securities purchased for the Applicant shall be:</p> <p>(a) to hold or procure to be held to its order all documents evidencing ownership of the securities and identity in its books that all securities belong to the Applicant;</p> <p>(b) to procure that all securities other than bearer securities are registered in the name of the Bank or such nominee/custodian or sub-nominee/sub-custodian which has been appointed. In these circumstances, the securities will still be held in such a way that it is readily apparent that the securities are not the property of the Bank or any nominee/custodian or sub-nominee/sub-custodian (as the case may be). The securities may be registered collectively with securities of other clients of the Bank in the same name and where so registered, the Applicant's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records although the Bank and/or its delegate will maintain records such that it will be readily apparent the degree of the Applicant's interest in the commingled securities so collectively held but on the express understanding and agreement of the Applicant that where such commingling and aggregation of the Applicant's securities and other persons results in entitlements which otherwise without such commingling or aggregation would not have accrued to the securities. The Bank has full discretion as to the allotment of what entitlements as amongst its clients as it deems fit;</p> <p>(c) to use its reasonable endeavours to collect and receive entitlements including income and other monies due with respect to the securities provided that the Applicant acknowledges and accepts that the Bank (whether directly or</p>

through any delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:

- (i) exercise or discharge any obligations conferred or imposed by reason of the Bank's holding of the securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;
 - (ii) send or give notice of any proxy form or other document which the Bank may receive in respect of the securities; or
 - (iii) recognise any claim in the nature of a trust or equitable claim by anyone other than the Applicant in respect of the securities or any part thereof.
- (d) to credit to the Applicant's Account all income and other payments received by the Bank under paragraph (c) above;
- (e) to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the securities; and
- (f) to keep or (to the extent reasonably practicable) procure to be kept by any nominee/custodian or sub-nominee/sub-custodian (as the case may be), such books, records and statements in retrievable form, as may be necessary to provide an adequate record of all securities held and transactions carried out by or on behalf of the Applicant.

Holding of Securities on Aggregate or Omnibus Basis

- 5.8 Without prejudice to the terms for the provision of nominee/custodian services with respect to the securities set out in Clause 5.7 above, the Applicant acknowledges and consents to the fact that any securities belonging to the Applicant held with the Bank or its nominee or custodian for any reason whatsoever may be held with securities held for other clients of the Bank on an aggregate or omnibus basis.

Exclusion of Liability

- 5.9 The Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises from or in connection with:

- (a) the manner in which the Applicant's securities are held hereunder or the manner in which monies received or intended to be received are dealt with or the manner in which proxy forms or other documents and notices in relation to the securities are dealt with;
- (b) the loss, theft or destruction of, or any damage to, any of the securities or certificates relating thereto; and
- (c) the performance or non-performance of the Bank.

- 5.10 While the Bank will use reasonable care in the selection of any nominee, custodians, agent or delegate, the Bank shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises from or in connection with:-

- (a) the insolvency of any nominee, custodian, sub-nominee or sub-custodian; or
- (b) any act or omission of any nominee, custodian, sub-nominee or sub-custodian,

- 5.11 The Bank shall not be liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.

- 5.12 The Bank shall not be liable or have any responsibility to the Applicant for any loss or damage incurred or suffered by the Applicant if the performance of the Bank's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not be limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.

- 5.13 The Applicant understands and acknowledges that any trading recommendations and market or other information communicated to the Applicant by the Bank are incidental to the provision of services by the Bank to the Applicant under the trading terms and do not constitute an offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Securities or any other stock exchanges. Such recommendations and information although based upon information obtained from sources believed by the Bank to be reliable, may be incomplete, may not have been verified and may be changed without notice to the Applicant. The Bank makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished to the Applicant or as to the tax consequences of his/her transactions.

- 5.14 The Applicant acknowledges that whilst every effort shall be made by the Bank to ensure that the Applicant receives all entitlements due to the Applicant for all the securities held in custody by the Bank on the Applicant's behalf, the Bank shall not be held liable for any loss or damage suffered by the Applicant if the Bank fails to do so.

Authorisation

- 5.15 Without prejudice to any clauses herein, the Bank is authorised (but is not obliged), either by itself, through a nominee, custodian, sub-nominee or sub-custodian or otherwise, to do any lawful act or thing which in the discretion of the Bank is necessary to preserve the integrity of the securities held in custody and/or any account and/or to protect the reasonable interests of the Applicant and/or the Bank.

Termination

- 5.16 Where the Bank is of the view, at its sole discretion, that the continued trading in the securities for the Applicant's Account is not to the mutual benefit of the Bank and the Applicant, the Bank may by notice in writing to the Applicant terminate trading in the securities for his/her Account. Upon termination, the Bank shall be entitled to utilise any amount due to the Applicant and/or liquidate the securities and utilise the proceeds thereof to settle any outstanding amounts due and owing to the Bank without further notice to the Applicant. Any amounts remaining with the Bank shall be refunded by the Bank to the Applicant in such manner as the Applicant shall specify. In the event that no manner is specified for the refund, the Bank shall use its discretion to refund the same in the manner it deems fit. The remaining securities belonging to the Applicant held with the Bank shall be transferred to such account with such custodian or otherwise dealt with in the manner as the Applicant shall specify at his/her cost and expense subject to the laws, regulations and rules of the relevant jurisdiction.

6.	ONLINE TRADING (SECURITIES ON BURSA SECURITIES AND GLOBAL MARKETS)
	<p>Provision of Services</p> <p>6.1 The Applicant hereby requests to be given access to the Bank's online trading system ("Online Trading").</p> <p>6.2 Online Trading shall mean trading in securities using any form of communication, whether between persons, things, or persons and things, in the form of sound, data, text, visual images, signals or any other form or any combination of those forms whether in digital format or otherwise (including but without limitation to using the Bank's computer or telephonic services or systems, internet, private network, personal computers, mobile telephones, hand-held terminals, television, radio and pager) and includes services or information accessible through the Bank's proprietary software and/or any other form of communication.</p> <p>6.3 Online Trading provided by the Bank consists of online electronic services, products, research materials, data and facilities for purposes of information, communication and trading of securities listed on the Bursa Securities that may be introduced from time to time. Notwithstanding this, the Bank may at any time and from time to time, vary or change any part of Online Trading without giving any notice thereof to the Applicant.</p> <p>6.4 The Bank reserves the right to determine how trading via Online Trading shall be conducted. Notwithstanding the above, all trading activities shall be conducted in accordance with the provisions of the Rules of Bursa Securities or any other relevant laws and regulations pertaining thereto.</p> <p>6.5 The Bank shall be entitled, at any time and from time to time without notice and without assigning any reason thereto and without in any way being liable for any loss or damage whatsoever to the Applicant to:-</p> <ul style="list-style-type: none"> (a) amend, modify, suspend or terminate the operation of the Online Trading; (b) suspend or terminate the Applicant's access to or use of the Online Trading; and/or (c) de-activate the Access Codes (as hereinafter defined). <p>Trading Orders</p> <p>6.6 The Applicant is responsible for safeguarding all user identification number, password (including passwords for login and trading), and personal identification number ("PIN") and/or the Account number ("Access Codes") and hereby indemnifies and shall keep indemnified the Bank against any loss, financial or otherwise which may result from the unauthorised use of the same by any persons. Any order(s) received by the Bank through the use of the Access Codes shall be deemed to have been issued by the Applicant, and the Bank shall have no responsibility or obligation whatsoever to inquire further as to whether the placing of such orders has been properly authorised.</p> <p>6.7 The receipt and/or execution of an order initiated by the Applicant shall not be deemed acceptance by the Bank of the Applicant's order until and unless:-</p> <ul style="list-style-type: none"> (a) the full and comprehensive details of such order are received and recorded by the Bank; (b) the order may be relied and acted on by the Bank without further reference to or verification from the Applicant; and (c) the order is not subject to further review of the Bank for any reasons whatsoever. <p>6.8 Notwithstanding the above, the Bank reserves the right to limit and restrict the orders accepted from the Applicant at its sole discretion and for any reason whatsoever without notice or explanation to the Applicant.</p> <p>6.9 The Applicant understands that the system availability, response time and trade execution may be affected by changes in market conditions, system performance and other factors. The Applicant shall not hold the Bank responsible for any delays in the acceptance, communication and/or execution of orders resulting from any factors that may affect the availability of the Online Trading.</p> <p>6.10 The Applicant acknowledges that not all trades will be executed concurrently with the order(s) issued by the Applicant. The Applicant further acknowledges and accepts, without liability to the Bank, its employees or agents, that there will be times when a quoted price will change prior to the execution of the order due to market circumstances and the Bank, its employees or agents, shall not be held liable for any financial loss arising as a result thereof.</p> <p>6.11 The Applicant has knowledge on the requirements and relevant laws pertaining to trading on the stock market of the Bursa Securities as well as the knowledge on the process of entering Direct Market Access ("DMA") Order (which means the process by which orders to buy or sell contracts including any modifications and cancellations thereof are submitted for execution in the automated and computerized securities trading system established by Bursa Securities ("ATS") by persons referred to in Chapter 8 Part B of the Rules of Bursa Securities without any intervention by a DR or being entered or re-entered by a DR).</p> <p>6.12 The Applicant (DMA client) shall enter orders and trade in compliance with the Rules of the Bursa Securities and other applicable regulatory requirements and agrees as well as is aware that there are specific parameters defining the orders including restriction to specific instruments or size of orders, and the Bank has the right to reject orders that do not fall within the designated parameters of authorised orders or for any other reasons.</p> <p>6.13 The Applicant (DMA client) agrees and is aware that the Bank has the right to change or remove an order in the order book (order book is defined as an 'electronic book' that shows the demand for the shares of the company at various prices on a real time basis) and the right to cancel any trade for any reason whatsoever or discontinue accepting orders from the Applicant at any time without notice.</p> <p>Change or Cancellation of Orders</p> <p>6.14 The Applicant shall be solely responsible for ensuring the accuracy and completeness of the Applicant's instructions or orders. Any instructions or orders transmitted through Online Trading shall be irrevocable, subject to Clause 6.16 below.</p>

	<p>6.15 The Applicant acknowledges that instructions or orders given by the Applicant on the Online Trading in respect of trading in securities may not be executed by the Bank in the sequent in which it was received by the Bank or at the price indicated in the price quotation service given on the Online Trading.</p> <p>6.16 The Applicant shall be entitled to change or cancel any order(s) that the Applicant has successfully communicated. Notwithstanding the above, the Applicant acknowledges that a request to cancel or change of an order can only be done if the request is received and effected before the order is executed.</p> <p>Deposits</p> <p>6.17 The Bank reserves the right to require the Applicant to place a deposit prior to the execution of any transaction through Online Trading. Notwithstanding the above, the Bank shall have the absolute discretion to fix and/or vary the amount of deposit payable by the Applicant and the time and manner for the placement and nature of such deposit.</p> <p>6.18 The Bank shall not be held responsible or be liable for any failure to provide Online Trading to the Applicant arising out of or in connection to any failure, refusal or delay by the Applicant in placing such deposit as may be stipulated by the Bank.</p> <p>Limitation of The Bank's Liability</p> <p>6.19 The Bank does not warrant the reliability, merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding Online Trading or any other aspect of Online Trading (including without limitation any information provided through it), including but not limited to data, information, messages, or access, or the execution of any orders and/or the cancellation or change of any such order(s) and the Applicant further agrees that neither the Bank nor its employees or agents shall be liable for any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the failure or alleged failure of the Bank to execute, cancel or amend such orders.</p> <p>6.20 The Applicant agrees that neither the Bank nor its employees or agents shall be liable in any way for all or any of the following:-</p> <ul style="list-style-type: none"> (a) any inaccuracy, error or delay in, or omission of any such data, information or messages, or any other aspect of Online Trading or transmission or delivery of any such data, information or message; (b) any loss or damage arising from or occasioned by or in connection with:- <ul style="list-style-type: none"> (i) any such inaccuracy, error or delay in, or omission; (ii) non-performance; (iii) interruption of any data information or message, or any other aspect of Online Trading, due either to any negligent act or omission by the Bank or any disseminating party, or to any "force majeure" events (including but not limited to flood, inclement weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of the Bank or any disseminating party; (c) any decision made or action taken by the Applicant or any other persons whomsoever in reliance upon the data, information or messages disseminated and/or provided by Online Trading. <p>6.21 In addition to and not in derogation of any other terms of this Agreement, the Applicant agrees that, in providing Online Trading, neither the Bank nor its employees or agents shall, in any event, be liable to the Applicant or any other parties having access to the Online Trading whether with or without the Bank's consent for any direct, consequential, incidental, special or indirect losses or damage (including but not limited to loss of profits, trading losses and damages) that results from any inconvenience, delay or loss of the use of the Online Trading or access to the Applicant's trading account, or any of the circumstances enumerated in this Clause.</p> <p>6.22 The Applicant further agrees that neither the Bank nor its employees or agents shall be liable for any losses or damages resulting from a cause over which they have no direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephones or other interconnect problems, unauthorised access, theft, errors, weather, earthquakes, floods and strikes or other labour problems. The Applicant agrees that it shall not, in any way prejudice the contractual and statutory rights of the Bank to the information furnished through Online Trading.</p> <p>6.23 The Applicant acknowledges that Bursa Securities, Securities Commission and BNM are the regulatory and supervisory authorities of the Bank and that they shall have the right to examine, inspect or scrutinise the Applicant's terminals for audit and other supervisory purposes as and when they deem fit. The Applicant acknowledges that it shall not hold the Bank liable for any costs, damages, losses that may arise from or in connection with such actions.</p> <p>Intellectual Property Rights</p> <p>6.24 The Applicant acknowledges that the Bank, Bursa Securities and other information providers own certain copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Online Trading and the Website, and the Applicant undertakes that the Applicant will NOT at any time question or dispute the ownership of the same. Unless otherwise stated, the Bank shall be deemed to be the author and sole owner of the intellectual property rights subsisting in the layout, design, programming code, testing documentation and other contents and information created and/or derived by the Bank in the course of or in connection with the performance of this Agreement.</p> <p>6.25 The Applicant undertakes that the Applicant will not at any time:-</p> <ul style="list-style-type: none"> (a) abuse or permit the abuse of any intellectual property rights or adopt any trade mark, service mark, trade name, or commercial designation that includes or is similar to or may be mistaken for the whole or any part of the same used by the Bank; and (b) reproduce, adapt, translate, arrange or make available to any third party, either directly or indirectly, any part of the Online Trading (including any electronic materials necessary for its operation), and any other data, program or other material stored that the Applicant may have access to except to the extent that the Applicant is expressly permitted to do so by the Bank.
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- 6.26 The Applicant acknowledges that civil and criminal penalties may be incurred in the event of any infringement of any intellectual property rights subsisting in any part of the Online Trading or otherwise in connection with the Online Trading and that any such infringement by the Applicant may result in incalculable damage and/or loss to the Bank, and accordingly agrees that, in addition to any other right or remedy of the Bank, the Bank shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof.
- 6.27 The Applicant is expressly prohibited from copying or redistributing the market information in any manner or format whatsoever (including through the internet, the Bank's intranet or otherwise) to any individual or legal entity whatsoever, either for free or for valuable consideration; and the Applicant shall take all reasonable measures to avoid the market information from being used or accessed for unauthorised purpose and the Bank shall not be held liable in any way for the following: -
- (a) any inaccuracy, error or delay in, or omission of: -
 - (i) any such data, information message; or
 - (ii) the transmission or delivery of any such data, information message; or
 - (b) any loss or damage arising from or occasioned by: -
 - (i) any such inaccuracy, error, delay, or omission;
 - (ii) non-performance; or
 - (iii) interruption in any such data, information message, due to any "force majeure or to any other cause beyond the control of the Bank.

Notification by Applicant

- 6.28 The Applicant agrees that the Applicant shall notify the Bank immediately and in any case not later than twenty-four (24) hours from the time the Applicant should have become aware of the existence of any of the following:-
- (a) any loss, theft or tampering of the Applicant's Access Codes;
 - (b) any unauthorised use of any of the Applicant's Access Codes or any information obtained thereunder;
 - (c) any failed or incorrect receipt of an order initiated by the Applicant through the Online Trading; and
 - (d) any receipt of confirmation (whether electronic, written or otherwise) of an order which the Applicant did not place or any receipt of inaccurate or conflicting report of information or any other errors or inaccuracies that may come to the attention of the Applicant, in the course of trading.
- 6.29 The Applicant shall be deemed to have received and shall be bound by any notification or acknowledgement given by the Bank on the Online Trading concerning the carrying out or execution of the Applicant's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Applicant.
- 6.30 The Bank reserves the right to determine the validity of the Applicant's objection to a transaction arising from, but not limited to, the above. Should the Applicant fail to notify the Bank in the time specified above of the occurrence of any of the above incidents, neither the Bank nor any of its information or system providers, licensors, employees or agents, shall be responsible and/or liable to the Applicant or any other party whose claim may arise through the Applicant for any claims with respect to handling, mishandling or the loss of any order.
- 6.31 All notifications in relation to the Clause 6.28 must be sent directly to Affin Hwang Investment Bank Berhad (Securities Division) at Levels 2, 3, 4, 5 & 7, Wisma Sri Pinang, 60 Green Hall, 10200 Penang, or communicated to our Customer Service by telephone no. 04-263 6996 or facsimile no. 04-263 9597 respectively, or e-mail us at support@affinhwang.com or eservices@affinhwang.com

Confidentiality

- 6.32 The Applicant shall be responsible for the confidentiality and the use of the Access Codes. The Applicant further accepts full and absolute responsibility for all orders entered through and under the Access Codes. The Bank agrees that it will not divulge the same to any third party without the prior approval of the Applicant unless it is required to do so by the operation of law and/or where disclosure is necessary for the purpose of performing its obligations under the Agreement.

Online Global Trading

- 6.33 The Applicant wishes to trade online using the Applicant's existing trading account(s) maintained with the Bank in securities listed on foreign stock exchanges with the foreign parties that are providing Global Trading portal services to the Bank.
- 6.34 The Applicant has been furnished with and hereby confirms that the Applicant has read and understood all the terms and conditions imposed by the Bank's Correspondent Broker which are available at Bank's Global Online Trading web portal and hereby accepts and agrees to be bound by them.
- 6.35 The Applicant further agrees to abide by the rules, regulations, by-laws, directives of Bursa Securities, any other regulatory authorities or such other stock exchanges whether in Malaysia or elsewhere as may be amended, revised and supplemented from time to time and applicable to the Applicant.
- 6.36 The Applicant also hereby agrees to the following terms and conditions:-
- (a) All receipts and/or payments in foreign currencies must be made through interbank or telegraphic transfer only. Any bank charges payable shall be borne exclusively by the Applicant. Foreign currencies in the form of cash and bank drafts are not acceptable over the counter.
 - (b) All fees, costs and expenses (including but not limited to the subscription fees) incurred or payable, whether directly or indirectly, in connection with the Bank's provision of cross border securities trading facility to the Bank shall be borne by the Applicant. The Applicant hereby agrees to indemnify the Bank and to keep indemnified against any loss,

	<p>damage, fees, costs and expenses that the Bank may incur or suffer arising from or in connection with the Bank's provision of such facility to the Applicant.</p> <p>(c) Funds must be available in the respective currency trust account at least one (1) business day before the purchase date for all transactions involving the purchase of securities.</p> <p>(d) The Bank will credit the Applicant's respective currency trust account on due date for all transactions involving the sale of securities.</p> <p>(e) Any cross currency settlement of trades and/or withdrawal from the trust account shall be subject to currency conversion and the exchange rate shall be based on the date of instruction and the Bank shall not be liable in any way for any foreign exchange losses whatsoever.</p> <p>(f) The Applicant shall be required to instruct the Bank by giving one (1) business day's notice for any cross currency settlement and/or withdrawal from the trust account.</p> <p>6.37 The terms and conditions contained herein shall be construed as in addition to and not in derogation of the terms and conditions of Global Trading stated in the Clause 5 above.</p>
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PART II OF THE AGREEMENT	
TERMS AND CONDITIONS FOR DERIVATIVES TRADING	
1.	OPENING OF ACCOUNT
1.1	The Applicant requests the Bank to open the derivatives trading account, ("Account" or "Accounts" and it includes account opened and/or will be opened, where applicable) and agrees to abide by the Rules and Regulations of Bursa Malaysia Derivatives Berhad ("Bursa Derivatives") and any other relevant regulatory bodies, including their subsidiaries, and as may be amended/revised from time to time governing the trading in derivatives contracts on Bursa Derivatives or other approved exchanges as defined under the Capital Markets and Services Act 2007 ("CMSA") ("Specified Exchanges").
1.2	Should the Applicant in future wish to open and operate more than one (1) account with the Bank, the Bank may at its discretion waive the requirement for the Applicant to execute additional sets of account opening documentations and in such event, the Applicant shall be deemed to have agreed to be bound by all Terms and Conditions of the existing account and any additional account(s) opened hereafter shall be operated in accordance to the Terms and Conditions of the existing account (whether the additional account(s) are to be maintained at the same office of the Bank and whether to be serviced by the same FBR).
	Joint Account Holders
1.3	In the case of the Applicant being joint account holders, the Applicant agrees that: - <ul style="list-style-type: none"> (i) any one of the Applicant shall have full authority to give instructions with respect to the Account(s), including but not limited to instructions with respect to buying or selling or withdrawals of excess funds, to receive demands, notices, confirmations, statements and other communications of any kind, it being understood and agreed that any such communications if addressed to one of the Applicant shall be deemed to be binding on each and every one of the Applicant notwithstanding that they have not been sent to or received by every one of them; (ii) in the event of conflicting instructions given by the Applicant, the Bank shall be at liberty to accept and act on the instructions of any of the Applicant as it deems fit; (iii) the Bank shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any funds delivered to the Applicant in respect of any Account(s); (iv) the Applicant's liability hereunder shall be joint and several; and (v) notwithstanding any prior instructions in respect of the operations of the Account(s), in the event of death of either of the Applicant, the Bank is authorised to accept instructions from the survivor and to pay the survivor any credit balance in the Account(s) after making payment to the Bank or its related company of any outstanding sum (including expenses and interest) due to the Bank or its related company from the deceased Applicant whether the sum is due under an account of the deceased Applicant, a joint account with other person(s) or where the deceased Applicant is a guarantor.
2.	TRADING, DEPOSIT & MARGIN STATEMENTS AND NOTICES
	Trading Accounts
2.1	In consideration of the Bank at its absolute discretion allowing the Applicant to open one or more accounts with the Bank which is or are to be serviced by one or more of the Bank's FBR and the Bank agreeing to act as the Applicant's futures broker and to provide services to the Applicant for purposes of trading in Derivatives Contracts, cleared through the Bursa Malaysia Derivatives Clearing Berhad and where applicable other clearing houses of Bursa Derivatives and/or Specified Exchanges ("the Clearing House"), the Applicant hereby agrees to operate the account(s) in accordance with the Terms and Conditions herein.
2.2	The Applicant agrees and acknowledges that the Bank will be trading in the market of Bursa Derivatives and/or Specified Exchanges as a principal at all times (and accordingly be liable to Bursa Derivatives and/or Specified Exchanges as such principal) notwithstanding that the Bank will be carrying out the Applicant's instructions as his agent. Any benefit or rights accruing to the Bank in relation to the Bank's dealings with Bursa Derivatives and/or Specified Exchanges or in relation to any registration of a Derivatives Contract with the Clearing House is personal to the Bank and need not be passed on to the Applicant. Notwithstanding the aforesaid, the Applicant will be deemed to act as a principal in all the Applicant's dealings with the Bank and the Applicant shall be liable as a principal in respect of all such dealings, transactions and orders of the Account.
	Appointment of Attorney / Agent
2.3	The Applicant in relation to dealings on Bursa Derivatives and/or Specified Exchanges appoints the Chief Executive Officer of the Clearing House as the Applicant's attorney and/or agent to do all things necessary to transfer any open positions held by the Bank on the Applicant's behalf to another broker should the Bank's clearing membership be suspended or terminated.
	Order Execution and Its Risks
2.4	All orders of the Applicant whether given orally, online trading, by e-mail or by any other communication code are transmitted at the Applicant's risk and the Applicant agrees that neither the Bank nor any of its employees or agents shall be liable for: <ul style="list-style-type: none"> (a) any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the delay, failure or alleged failure of the order management system or trading system used by the Bank or such

	<p>trading system as may be or will be introduced by Bursa Derivatives and the Bank ("Trading Systems") to execute, cancel or amend such orders; and</p> <p>(b) for any inaccuracy, error or delay in, or omission of any orders executed in the Trading Systems due either to any negligent act or omission by the Bank or any disseminating party, or to any "force majeure" events (including but not limited to flood, inclement weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of the Bank or any disseminating party.</p>
2.5	<p>The Applicant acknowledges that all price quotations given to the Applicant are subject to change and there may, on occasions, be a delay in making prices or in dealing due to the physical restraints on the Trading Systems or due to the very rapid changes in the prices of the futures and options that frequently take place, and agrees that reliance upon such information is at the Applicant's own risk and the Bank may not always be able to trade at the best prices quoted at any specific time or "at best" or "at market". The Bank shall not be liable for any loss howsoever arising by reason of its failing or being unable, to comply with the terms of any limit order undertaken on behalf of the Applicant. Where the Bank is for any reason whatsoever unable to perform the Applicant's order in full, and effects partial performance only, the Applicant shall accept and be bound by the outcome.</p>
2.6	<p>The Applicant acknowledges that there are inherent risks of losses in the event the Bank executes any futures/options contract, where relevant, under the Applicant's authority herein or the Applicant's instructions from time to time and that such losses shall be borne by the Applicant.</p>
	<p>Deposit and Margin</p>
2.7	<p>"Margin" means the amount of cash, letters of credit, bank guarantees or any other form of collateral as may from time to time be required by the Bank from the Applicant to meet the Applicant's obligations pursuant or arising from trading in Derivatives Contracts and which shall not be less than the margin stipulated by the Clearing House.</p> <p>"Approved Collateral" means such securities, fixed deposits, bonds, chattels (movable and immovable), commodity, investments and financial instruments (including but not limited to the benefit of any foreign exchange contracts, Derivatives Contracts or any other property whatsoever) and other valuables as the Applicant may, with the agreement of the Bank, deposit with, pledge to or transfer to the Bank by way of security to protect the Bank against any loss or risk of loss on present, future or contemplated Derivatives Contracts and includes Additional Collateral (as defined below).</p> <p>"Approved Securities" means securities prescribed by the Clearing House as eligible to be deposited with the Clearing House by the Bank for the purpose of the Bank's margin payment to the Clearing House.</p>
2.8	<p>The Applicant shall maintain with the Bank a deposit which shall be determined by the Bank and shall deposit such other amount, pay Margin and/or lodge such Approved Collateral (which shall be acceptable to the Bank) as may be required by the Bank from time to time in connection with the trading by the Applicant in Derivatives Contracts. The Applicant agrees and acknowledges: -</p> <p>(a) that the Applicant's liability in respect of Margin calls is not limited to the amount of the said deposit;</p> <p>(b) that the Bank may call for payment of a further deposit or Margin (by whatever terms those obligations are described) or call for the further lodgement of Approved Collateral as the Bank, in its absolute discretion deems necessary to protect itself from obligations incurred by executing Derivatives Contracts on the Applicant's behalf;</p> <p>(c) that the deposit, Margin and any Approved Collateral deposited with the Bank may be utilised in meeting any obligations of the Applicant or obligations incurred by the Bank in dealing in Derivatives Contracts on behalf of the Applicant, in respect of Derivatives Contracts traded by or on behalf of the Applicant and registered with the Clearing House;</p> <p>(d) that the Applicant is legally entitled to deposit, transfer or pledge the Approved Collateral to the Bank and the Approved Collateral are free from all liens, encumbrances and claims of any kind;</p> <p>(e) that the Applicant shall deliver or procure the delivery to the Bank or to the Bank's nominee all certificates, fixed deposits receipts, renewal receipts and/or other documents of title in relation to the Approved Collateral together, with appropriate duly executed transfer forms in respect thereof. Where the Approved Collateral are scripless securities prescribed under the Securities Industry (Central Depositories) Act 1991 or prescribed under other relevant statutes or rules regulating securities which are traded on other recognised stock exchanges declared by Bursa Securities, they shall be deposited or transferred into a securities account under the name of the Bank or the Bank's nominee maintained with the Bursa Malaysia Depository Sdn Bhd or to such other securities account and in such other manner as may be stipulated by the Bank from time to time;</p> <p>(f) that the Applicant further agrees to execute all relevant documents as may be required by the Bank at any time and from time to time for the purpose of facilitating and giving effect to Clauses (b) to (e) above;</p> <p>(g) that upon the pledge of the Approved Collateral, the Approved Collateral shall include all stocks, shares and other securities, rights or other property paid, distributed, accruing or offered at any time (by way of dividends, bonus, redemption rights, preference, option, warrant or otherwise) on, to or in respect of or in substitution of any of the Approved Collateral ("Additional Collateral") and all dividends paid or payable on the Approved Collateral and the Additional Collateral;</p> <p>(h) notwithstanding that the Approved Collateral are transferred and/or pledged to the Bank in accordance with the terms of the Agreement, the Applicant agrees that neither the Bank nor its nominee shall have any duty or responsibility with regard to attendance at meetings or voting in respect of any of the Approved Collateral or with regard to any subscription, conversions or other rights in respect thereof or with regard to any corporate exercise affecting or in relation to the Approved Collateral or in connection therewith or otherwise, or to participate at meetings or voting in respect of any of the Approved Collateral or take any affirmative action in connection with any of the matters mentioned herein except in accordance with the Applicant's written instructions which shall be given to the Bank at least seven (7) business days before the closing date for acting on the matters (and which shall be accompanied by the requisite payment in the case of subscription for rights and all other similar entitlements represented by the Approved Collateral) and upon such conditions and indemnities and provisions for expenses as the Bank and/or its nominee may require;</p> <p>(i) that the time for payment of Margin is of the essence and if no time is stipulated by the Bank prior to calling for Margin, then the Applicant is required to comply before the start of trading on the following business day;</p>

	<p>(j) that the liability to pay Margin accrues at the time the Margin requirement comes into existence regardless of when a call is made;</p> <p>(k) that in respect of trading in options, the liability to pay the premium accrues at the time the trade is executed regardless of when a demand for payment of the same is made;</p> <p>(l) that the Bank may (subject to the business rules of Bursa Derivatives and/or Specified Exchanges) deem one (1) hour a reasonable time to comply with a demand for payment of Margin; and</p> <p>(m) that in relation to trades conducted on Bursa Derivatives and/or Specified Exchanges and registered with the Clearing House on the Applicant's behalf, that the Applicant has no rights whether by way of subrogation or otherwise against any person or corporation other than the Bank.</p>
2.9	The Applicant agrees that in the event the Applicant wishes to lodge Approved Securities with the Bank, the Applicant shall enter into a Memorandum of Deposit in favour of the Bank upon such Terms and Conditions as may be stipulated by the regulatory authorities and/or the Bank.
2.10	Without prejudice to any other provision in the Agreement, the Applicant agrees that the Bank may hold securities or Derivatives Contracts purchased for the Applicant or may place Margin in an omnibus account of the Bank with another broker/custodian/nominee/Bursa Derivatives/Specified Exchanges/Clearing House aggregated with other securities or Derivatives Contracts purchased by the Bank for, or Margin deposited by, other clients of the Bank, and provided that the Bank has selected or engaged such broker/custodian/nominee/Bursa Derivatives/Specified Exchanges/Clearing House in good faith, the Bank shall not be liable to the Applicant for any and all loss suffered or incurred by the Applicant as a result of any act, omission or insolvency of such broker/custodian/nominee/ Bursa Derivatives/Specified Exchanges/Clearing House.
Closing Out of Derivatives Positions	
2.11	The Applicant will give the Bank liquidating instructions on open futures and option positions maturing in a current month at least five (5) business days prior to the first notice day in the case of long positions in open Derivatives Contracts and at least five (5) business days prior to the last trading day in the case of short positions in open Derivatives Contracts and long and short positions in open options contracts. Alternatively, the Applicant will provide the Bank with sufficient funds to take delivery of the contract or deliver the necessary delivery documents to the Bank to make delivery of the contract within the same period described above. If neither instruction, nor funds, nor documents are received by the Bank by the time specified above, the Bank may, without notice to the Applicant, either close out the Applicant's position or make or receive delivery on the Applicant's behalf upon such terms and by such methods which the Bank deems to be appropriate. If the Applicant fails to make delivery of documents in a timely manner, the Applicant will be responsible for any and all fines, late charges and damages imposed or suffered by Bursa Derivatives, the Specified Exchanges, Clearing House and/or by the Bank and all consequential losses and damages pursuant to all rules applicable and/or governing the operation of the Account(s) and also pursuant to the customary practices prevailing in the market concerned.
2.12	<p>The Applicant agrees and acknowledges that the Bank may at any time without prior notice in its absolute discretion take such steps as it may consider necessary or desirable to comply with or perform, cancel or satisfy any obligations of the Bank to the relevant regulatory authorities, Bursa Derivatives/Specified Exchanges and/or Clearing House in respect of Derivatives Contracts traded on the instructions of the Applicant including but without limitation to closing out and/or performing any and all such open Derivatives Contracts and may for such purpose: -</p> <p>(i) buy or sell (in any manner howsoever and including from itself) the subject matter/asset underlying any open Derivatives Contracts; and/or</p> <p>(ii) apply any Margin or Approved Collateral in each case so that all sums expended by the Bank in excess of any sums held by the Bank on the Applicant's behalf shall be paid by the Applicant to the Bank forthwith on demand.</p> <p>the Bank will attempt to give prior notice of such mentioned courses of actions, as appropriate, whenever possible;</p>
2.13	The Applicant is responsible to pay in cash any deficit (which shall include interest) owing to the Bank after closing out of any of the Applicant's Derivatives Contracts and also before closure of the Applicant's Account(s) and that if the Applicant fails to pay such deficit, the Bank may realise any deposit, Margin, Approved Collateral and/or Additional Collateral held by the Bank in any of the Applicant's Account(s) with the Bank upon such terms and consideration as the Bank deems fit and apply the proceeds thereof against the deficiency;
Trading Limit	
2.14	The Bank reserves the right to refuse to trade on behalf of the Applicant (other than closing out existing positions held on behalf of the Applicant), suspend the Applicant from trading and/or impose limit including buy and sell limits, position limits and limits on contract size on the Applicant's Account(s) without assigning any reasons thereto and without having to give due notice to the Applicant and the Applicant shall not exceed such limits. Any limits imposed by the Bank shall not be above the limits set by Bursa Derivatives and/or Specified Exchanges and may be reviewed by the Bank from time to time. Where Bursa Derivatives and/or Specified Exchanges imposes limits which are higher than the Bank's limits, the Applicant shall be obliged to observe the Bank's lower and agrees to abide by any position and exercise limits set by Bursa Derivatives, Specified Exchanges or Clearing House as notified by the Bank to the Applicant from time to time. The Applicant is aware that on certain trading days if the Derivatives Contracts are up or down their permissible limit set by Bursa Derivatives and/or Specified Exchanges, trading may cease to the Applicant's financial disadvantage.
Recording	
2.15	The Bank may, and the Applicant authorises the Bank to, record and archive all telephone and/or electronic communications with the Applicant in order to verify instructions given by the Applicant and that such records or archives shall be conclusive evidence of any instructions given by the Applicant, for all intents and purposes.
Recommendations by Representatives Not To Be Construed As Recommendations by the Bank	

	<p>2.16 The Applicant acknowledges that any trading recommendation, information or representation conveyed by the Bank and/or its authorised agents and/or its FBR is not to be construed as recommendation, advice, suggestion or solicitation for entering into Derivatives Contracts by the Bank, and that the Bank accepts no liability whatsoever for any loss or damage arising from or in connection with the said information or representation by the Bank's FBR. Any such recommendations and information although based upon information obtained from sources believed by the Bank to be reliable may be incomplete, may not have been verified and may be changed without notice to the Applicant and the Bank makes no representation, warranty or guarantee as to its accuracy, completeness or correctness. Any such recommendation or information is not to be taken in substitution for the exercise of judgment by the Applicant. The Applicant further agrees and acknowledges that all orders issued by the Applicant whether in reliance on recommendations or investment information obtained from the Bank, the Bank's authorised agents or its FBR or otherwise are at the Applicant's own sole risk and that the Applicant shall have no claims whatsoever against the Bank whether in contract or in tort for any losses incurred by the Applicant as a result thereof.</p> <p>2.17 The Applicant agrees that the Applicant will not hold the Bank or any of the Bank's officers, employees or agents responsible or liable for whatever losses incurred as a result of the act, representation and/or omission of the Applicant's FBR (including his/her assistant) in carrying out his/her duties in connection with the Applicant's Account.</p> <p>2.18 The Applicant acknowledges that the Bank's authorised agents, employees and FBRs are not authorised to accept any liability on the Bank's behalf, nor to waive or vary any of the Terms and Conditions in the Agreement.</p> <p>Opposite Position That May Be Taken By the Bank/Affin Group</p> <p>2.19 The Applicant is aware that the Bank is part of the Affin Bank Berhad's group of companies ("Affin Group") which is engaged in securities trading, derivatives trading, fund management, financing and research activities as well as providing investment banking, investment and financial advisory services. In the ordinary course of its business activities, the Bank or any member of the Affin Group may at any time hold positions, trade or otherwise effect transactions for its own account or the accounts of other clients, in debt or equity securities that may be opposite to the trading position taken by the Applicant. The Bank or any member of the Affin Group may also have given loans to any issuer of the securities traded or will be traded by the Applicant.</p> <p>2.20 The Bank has the right (subject to Section 99 of the CMSA), either on its own account or on behalf of other clients, to take opposite positions to the positions taken by the Applicant in Derivatives Contracts. The Bank, its directors, employees, FBRs or persons related to any of the foregoing may trade in Derivatives Contracts on their own account and take opposite positions to the positions taken by the Applicant in Derivatives Contracts.</p> <p>Contract Notes and Statements</p> <p>2.21 Any notice, communication, contract notes, contra statements, statements of accounts and/or other documents ("the said documents") issued by the Bank shall be deemed final, conclusive and binding, save for manifest error(s). The Bank reserves the right to amend or cancel and issue new contract notes, statements and/or any other said documents at any time if it discovers that the said documents are erroneous.</p> <p>2.22 The Applicant agrees that in the absence of manifest error, an unsigned computer generated statement of account or a manually prepared statement of account duly signed by any of the Bank's authorised staff showing the Applicant's indebtedness to the Bank shall be binding and conclusive evidence in any legal proceedings against the Applicant.</p> <p>Notices</p> <p>2.23 The Bank sends the following notices to the Applicant:</p> <ul style="list-style-type: none"> (a) Notices may be sent to the Applicant by ordinary mail or by electronic means whether through the internet, facsimile or other communication modes and shall be deemed to have been duly received by the Applicant if sent by the Bank to the correspondence address or electronic address given in the account application form, or to such other correspondence or electronic address as the Applicant may hereafter notify the Bank in writing or through electronic mode (notwithstanding its subsequent return by the post office or the system administrator of the relevant internet service provider). (b) Notices sent by mail shall be deemed duly given at 9.00 am on the second (2nd) business day immediately following the date of mailing. Notice sent by electronic mail shall be deemed given at the time the electronic mail was sent. Notice posted in the Bank's website portal shall be deemed given at the time the notice was posted. Notice by facsimile shall be deemed given upon the receipt of a confirmed transmission report by the Bank. Unless otherwise prohibited by the rules of Bursa Derivatives, notices may also be given to the Applicant in other means deemed appropriate by the Bank and the Applicant further agrees that such notice shall be deemed sufficient notice to the Applicant under this Clause. (c) The Applicant shall forthwith notify the Bank in writing of changes to any of the Applicant's addresses or other information including without limitation to the Applicant's correspondence and electronic mail addresses. Should the Applicant fail to notify the Bank or the Bank fail to receive the Applicant's notification, the said documents sent out by the Bank by ordinary post to the Applicant's last known correspondence address shall be deemed to have been received by the Applicant on the second business day following posting. (d) The Applicant further agrees that any notice given may take any form including without limitation any electronically produced unsigned notice, notice printed on the statement of account, contract notes, any other said documents sent by the Bank to the Applicant or printed on their over-leaves or a notice placed at the Bank's premises or other means deemed appropriate by the Bank and the Applicant further agrees that such notice shall be deemed sufficient notice to the Applicant under this Clause. (e) Where any communication by the Applicant is given by electronic mail or sent through the Bank's website portal, the Bank is entitled to rely upon and act in accordance with the message contained therein without enquiry as to the identity of the person making such communication and the Bank shall further be entitled to treat such communication as fully authorised and binding upon the Applicant. (f) All notices to the Bank shall be sent to its place of business as posted by the Bank in its website or such other place as the Bank may hereafter notify the Applicant in writing.
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	<p>Document Sent to the Bank via Electronic Communication or Facsimile</p> <p>2.24 Documents transmitted by electronic communication or facsimile may be accepted as original documents at the sole discretion of the Bank. In that event that the Bank accepts such documents as original documents, the signature of any person or entity thereon, is to be considered as original signature, and the document transmitted is to be considered to have the same effect as an original signature on an original document, otherwise at the request of the Bank, any documents sent via electronic communication or facsimile must be re-executed in original form by the persons or entities who executed the documents. No party hereto may raise the use of electronic communications or facsimile as a defense to the enforcement of any documents executed in compliance with this Clause.</p> <p>Change of Correspondence Address / Email Address</p> <p>2.25 The Applicant shall forthwith notify the Bank in writing of changes to any of the Applicant's addresses or other information including without limitation to the Applicant's mailing address and electronic mail addresses. Should the Applicant fail to notify the Bank or the Bank fail to receive the Applicant's notification, any said documents sent out by the Bank by ordinary post to the Applicant's last known address shall be deemed to have been received by the Applicant on the second (2nd) business day following posting.</p> <p>Verification of Transaction</p> <p>2.26 The Applicant is under a duty to examine and verify all entries in the notification of transaction which the Bank will send to the Applicant after the date of execution of the transaction and to report any error found therein. Unless the entries therein are objected to within three (3) business days after posting/transmission to the Applicant of the same, the entries shall be deemed correct and shall be conclusive against the Applicant and the Applicant shall be bound by all entries in the notification and the Bank shall be free from all claims in respect of any and every items shown in the notification.</p> <p>Review</p> <p>2.27 The Account is subject to internal review and the Bank at its absolute discretion is entitled to, at any time, suspend or terminate the Account without assigning any reasons thereto, notwithstanding Clause 2.28 below.</p> <p>Termination</p> <p>2.28 The Account may be terminated by either party by notice in writing of not less than five (5) business days and all balances in the Account shall become immediately at the expiry of such notice due and payable. Any termination hereof shall be without prejudice to the Bank's right to settle any transactions entered into, or to settle any liability incurred by the Applicant hereunder, prior to termination, and the Applicant shall remain liable for all costs and expenses incurred as a result of the Bank settling such transactions, which shall be paid to the Bank by the Applicant immediately upon demand. Upon termination of the Agreement, unless otherwise agreed in writing, the Bank will close out all the Applicant's open Derivatives Contracts and close out, abandon and/or exercise any options not yet exercised.</p> <p>2.29 Termination of the Agreement shall not affect either party's rights in respect of any antecedent breaches.</p> <p>2.30 The Bank shall not be liable to the Applicant for any claims, costs, damages or losses that may arise or that may be suffered or incurred by the Applicant as a result of the termination of the Agreement.</p>
3.	<p>SETTLEMENT AND SET-OFF</p>
	<p>Payment to the Bank</p> <p>3.1 The Applicant hereby agrees to pay to the Bank commission, fees, charges, levies, stamp duty and any taxes where relevant on the services provided at such rates as determined by the authorities or the Bank from time to time, including any amendment thereof with or without notice to the Applicant. The Applicant authorises the Bank to debit such amount from the Applicant's segregated account to meet such monetary obligations.</p> <p>3.2 The Bank may impose customary and reasonable charges including but not limited to brokerages, commissions and interest charges. These charges may be varied by the Bank from time to time without notice to the Applicant. If the Applicant's Account is on margin call or carries a debit balance, the Bank may charge interest commencing on the first day of margin call or debit balance. The interest rate charged shall be calculated at a commercial bank's prevailing rate to finance the margin call and/or debit balance.</p> <p>3.3 All payments to the Bank shall be in the currency in which they are due unless the Bank otherwise agrees, in free and clear funds and free of deductions or withholdings. If the Applicant is required to effect such deductions or withholdings, then the amount due to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equals to the amount the Bank should have received in the absence of such deduction or withholding.</p> <p>3.4 The Applicant undertakes to pay to the Bank, as and when due, or upon demand, all monies owing from the Applicant to the Bank in connection with the Account and to promptly pay interest on all amounts outstanding on the Account at the rate as may be determined by the Bank in its absolute discretion from time to time (both before and after judgment), as well as fees (on a full indemnity basis) and other expenses incurred by the Bank in recovering any amount outstanding from the Applicant or in connection with the Bank enforcing any of its rights under these terms and conditions, notwithstanding the termination of this Agreement and/or the closure of the Account and/or the CDS Account.</p> <p>3.5 The Applicant undertakes to inform the Bank of any material facts that may adversely affect the Applicant's financial position and/or the Applicant's creditworthiness from time to time. The Applicant hereby declares that the Applicant has the financial means to settle any outstanding amounts or debts due from the Applicant to the Bank or its related companies.</p> <p>Cross Border Trading Settlement</p>

- 3.6 The Bank may convert any currencies given to the Bank into any currency at the prevailing currency conversion rate or purchase any currency for settlement of the outstanding debt at the prevailing rate quoted by the Bank or a bank of the Bank's choice. The Applicant agrees and acknowledges that any risk of loss or damage or any cost or expense arising from the conversion of one currency to another currency pursuant to or in relation to the Applicant's account shall be borne by the Applicant, including but not limited to any shortfall whether in collateral or settlement amount due to exchange rate fluctuations which shall be considered an outstanding debt for which the Applicant is required to settle in full. The Applicant shall indemnify the Bank against any loss sustained by the Bank as a result of any conversion and shall in any event indemnify the Bank against the cost of making any purchase of currency. These indemnities constitute a separate and independent obligation from the other obligations contained herein and shall give rise to a separate and independent cause of action and shall apply irrespective of any indulgence granted by the Bank or its related companies and shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of sum(s) due from the Applicant to the Bank or its related companies.

Set-Off

- 3.7 The Bank is irrevocably authorised by the Applicant to utilise any sale proceeds due to the Applicant or any sum standing to the Applicant's credit whether by way of deposit, Margin or otherwise and/or dispose of, transfer or otherwise deal with any Approved Collateral deposited or pledged to the Bank for the Applicant's credit in any of the Applicant's Account(s) maintained with the Bank (whether singly or jointly held with other person(s), maintained at the same or different office of the Bank or serviced by the same or different FBR) to set off or cover any shortfall in deposit, Margin and/or Approved Collateral and/or to settle any outstanding sums or debt due to the Bank whether for securities trading, unit trust, fund management, loans facility or any products/facilities not specifically mentioned herein or due to its related company whether under any of the Applicant's personal account(s), joint account(s) held with others, account(s) for which the Applicant may be a guarantor or account(s) of any of the Applicant's related company (in the case of corporate applicant) and whether the transactions are effected on the same exchange or different exchanges and whether effected under the same account or different accounts maintained at the same office or at different offices of the Bank or its related company and whether serviced by the same person or otherwise in the following manner: -

- (a) firstly to apply in or towards satisfaction, or in reimbursement to the Bank, of all costs, expenses, interest, outstanding sum, damages, losses and liabilities incurred under or in respect of all and any Derivatives Contracts purchased or sold by the Bank on instruction of the Applicant and all liabilities, expenses and fees incurred in the Applicant's Account(s);
- (b) secondly to apply in or towards satisfaction, or in reimbursement to the Bank, of all costs, expenses, interest, outstanding sum, damages, losses and liabilities incurred under or in respect of all and any Derivatives Contracts purchased or sold by the Bank on instruction of the Applicant and all liabilities, expenses and fees incurred in any other of the Applicant's account(s) with the Bank;
- (c) thirdly to apply in or towards satisfaction of all damages, liabilities, losses and outstanding sum (including interest, expenses and fees) due from the Applicant to any Related Company of the Bank;
- (d) fourthly to apply in or towards satisfaction of all damages, liabilities, losses and outstanding sum (including interest, expenses and fees) due from any of the Applicant's related company to the Bank or to any of the Bank's related company; and
- (e) finally to repay any surplus to the Applicant.

The rights accorded to the Bank herein are exercisable by the Bank irrespective of whether an Event of Default (as defined below) has occurred or not.

Events of Default

- 3.8 The following shall constitute Events of Default: -

- (a) the Applicant shall fail: -
 - (aa) to provide deposit, Margin or Approved Collateral when called upon to do so;
 - (bb) to make or take delivery of any underlying assets of the Derivatives Contracts when required to do so; or
 - (cc) to pay any purchase price or other payments thereunder when due.
- (b) the death of the Applicant (being an individual);
- (c) the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other analogous proceedings, or the appointment of a receiver, in respect of the Applicant;
- (d) if distress or execution proceeding or writ of seizure and sale or attachment is levied or issued against any of the Applicant's monies, properties or assets;
- (e) the Applicant commencing or entering into any negotiation, compromise or arrangement with the Applicant's creditor(s);
- (f) default by the Applicant in the due performance or observance of any of the Terms and Conditions of the Agreement or any provisions of relevant statutes and regulations, the by-laws, rules, customs, usages or practices of Bursa Derivatives, Specified Exchanges or Clearing House;
- (g) any representation or warranty made in or in pursuance of the Agreement or in connection with the application for opening of the Applicant's Account(s) with the Bank or in any certificate, statement or other documents delivered to the Bank being or becoming incorrect or untrue in any material respect;
- (h) if any loan, credit facility, accommodation, guarantee, indemnity or other obligation whatsoever constituting indebtedness by the Applicant or any of the Applicant's subsidiaries (in the case of corporate applicant) to the Bank or the Bank's related company or any parties becomes due prior to its scheduled maturity (by demand or otherwise) or if such indebtedness shall not be paid at the maturity thereof or within the period of grace allowed for payment thereof or if the Applicant or any of the Applicant's subsidiaries is otherwise in breach of or in default of any agreement, deed or mortgage under or pursuant to which such indebtedness was created, incurred or assumed;
- (i) any of the consents, authorisations, approvals or board resolutions required by the Applicant to enter into this Terms and Conditions being modified in a manner unacceptable to the Bank or being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect; and
- (j) if in the Bank's opinion (without having to assign any reasons thereof) that the continuation and operations of the Applicant's account(s) is detrimental or would be likely to be detrimental to the Bank's interest or otherwise undesirable.

	<p>3.9 Without prejudice to any other right or remedy which the Bank may have under the Agreement, if any Event of Default occurs, the Bank shall be authorised, in its absolute discretion (but without being bound to do so) to take one or more of the following actions: -</p> <ul style="list-style-type: none"> (i) satisfy any obligation or liability the Applicant may have to the Bank, by selling, exchanging, converting into money or otherwise any Approved Collateral and/or any other security deposited with the Bank; (ii) cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Applicant; (iii) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of the Bank as security for the Applicant's Account(s); (iv) close out without recourse any or all the Applicant's Derivatives Contracts and any corresponding contracts; (v) borrow or buy properties or assets of whatsoever nature found necessary by the Bank or required to make delivery against any sale (including a short sale) effected for the Applicant; (vi) exercise any rights granted by Clause 3.7 hereof; and/or (vii) close the Applicant's Account(s) and terminate the Agreement forthwith. <p>PROVIDED ALWAYS THAT a prior demand for additional deposit, Margin or Approved Collateral or call of any kind from the Bank, or prior or outstanding demand or call from the Bank, or notice of the time and place of a sale or purchase shall not be considered a waiver of any of the Bank's rights granted by the Agreement.</p> <p>3.10 The Applicant hereby consents and agrees to the transfer of the legal ownership of the Approved Collateral to any party arising from the exercise of the Bank's powers herein and in connection thereto the Applicant irrevocably appoints the Bank as the Applicant's attorney and authorises the Bank to execute all relevant documents at any time and from time to time and accord to the Bank all rights and powers to take the necessary steps to execute and give effect to the above said transfer. Notwithstanding the above, where required by the Bank, the Applicant shall also execute all relevant documents for the purpose of executing and giving effect to the above said transfer.</p> <p>3.11 After deducting all costs and expenses incurred in connection with any action referred to in Clause 3.10 above, the Bank shall apply the sales proceeds or the value of the Approved Collateral in the manner stated in Clause 3.7 hereof.</p> <p>Withdrawal of Approved Collateral</p> <p>3.12 The Applicant shall be entitled to withdraw any or all of the Approved Collateral deposited and pledged herein, by giving the Bank ten (10) business days' notice in writing in any of the following circumstances:</p> <ul style="list-style-type: none"> (a) where the Approved Collateral are in surplus of the amount of Margin and outstanding sum (including interest, expenses and fees) owing to the Bank and its related company in any account(s) of the Applicant whether the account(s) are singly or jointly held with others or account(s) for which the Applicant is a guarantor, to the extent of the surplus amount; (b) where the value of the Approved Collateral to be withdrawn is replaced/exchanged with any other securities or form(s) of collateral acceptable by the Bank or cash of equal value; or (c) where the Applicant no longer has open positions in respect of Derivatives Contracts traded on the Applicant's behalf by the Bank or given up to the Bank and has no outstanding sums owing to the Bank or its related company in any account(s) whatsoever whether such account(s) are the Applicant's personal account(s), joint account(s) held with others or account(s) for which the Applicant is a guarantor and whether the account(s) are maintained at the same office or at different offices of the Bank or its related company and whether serviced by the same person or otherwise. <p>Official Receipt</p> <p>3.13 All payments shall be deemed received by the Bank only upon issuance of the Bank's official receipts. Should the Applicant make payment by cheques, the same must be crossed "A/C Payee Only" and issued in favour of the Bank.</p> <p>Payment by the Bank</p> <p>3.14 For any reason the Bank cannot effect payment or repayment to the Applicant in a particular currency in which payment or repayment is due, the Bank may effect payment or repayment in the equivalent in any currency selected by the Bank based on a rate of exchange determined by the Bank in respect thereof at the relevant time.</p>
4.	<p>ELECTRONIC TRADING SERVICE</p>
	<p>4.1 The Applicant is desirous of utilising the Electronic Trading Service" ("ETS"), which is the services and facilities that the Bank may permit the Applicant to access via any internet trading platform, website (including but without limitation to the Bank's Websites), computer, mobile devices, or any other means by which ETS Order (an order keyed in through the ETS which includes instructions to buy or sell, to modify and to cancel orders) may be submitted into the Trading Systems provided by the Bank and/or any third party providers selected by the Bank and ETS further includes direct market access ("DMA") by which an order is submitted into an ETS Infrastructure (the infrastructure established and/or maintained by or for the Bank which facilitates ETS) for execution in the Automated Trading System ("ATS") (an automated and computerised trading system established by Bursa Derivatives and/or Specified Exchanges) by the Applicant without any intervention by a FBR and/or being entered or re-entered by a FBR, to trade in Derivatives Contracts on Bursa Derivatives and/or Specified Exchange recognised by Bursa Derivatives.</p> <p>4.2 The Applicant agrees, understands and acknowledges that:</p> <ul style="list-style-type: none"> (i) The Applicant agrees that all access fees to the ETS Infrastructure will be the sole responsibility of the Applicant and the Applicant shall use its own computer equipment or telecommunication devices (at own cost and expenses) to utilise the ETS; (ii) The Applicant agrees to pay all relevant fees, charges, levies & taxes (including Good and Services Tax) for the ETS

	<p>and that the Applicant authorises the Bank to debit such amount from the Applicant's Account to meet such monetary obligations; and</p> <p>(iii) The Applicant acknowledges and agrees that the Bank may at its discretion vary the fees and charges payable for the use of ETS from time to time without prior notice given to the Applicant.</p>
4.3	The Applicant hereby agrees that trading in Derivatives Contracts pursuant to the ETS shall be subject to and be in compliance with any applicable laws including the CMSA, rules, regulations, guidelines and directives of Bursa Derivatives and/or Specified Exchanges and any other relevant authorities regulating DMA and be further subject to the guidelines, directives, terms and conditions set by the Bank (as may be issued and/or varied from time to time by the Bank) in relation to the trading and operation of the Applicant's Account(s) with the Bank and the use of the ETS.
4.4	<p>The Applicant acknowledges that the Applicant has knowledge on the following: -</p> <p>(i) the process of entering ETS Orders (including DMA orders) through the ETS Infrastructure;</p> <p>(ii) the requirements in the rules of Bursa Derivatives and/or Specified Exchanges in relation to trading on the market; and</p> <p>(iii) the relevant laws pertaining to trading on the market.</p>
4.5	The Applicant further acknowledges and agrees that if the Applicant directs an order or orders to a particular market, the Applicant shall assume full responsibility for possessing such skills and knowledge on the trading mechanisms in accordance with the rules and policies of that market (including but not limited to the trading hours, order types, margins required, etc.).
4.6	<p>The Applicant further acknowledges and agrees that the Bank reserves the right to: -</p> <p>(i) set specific parameters defining the ETS Orders including restriction to specific Derivatives Contract or size of orders;</p> <p>(ii) set a maximum order limit, whether it is an order limit per execution and/or daily limit and/or otherwise (each a "Limit"); 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</p> <p>(iv) discontinue accepting any orders from the Applicant at any time without notice.</p>
4.7	The Bank also reserves the right to change the designated parameters of authorised orders and/or the Applicant's Limit (including but not limited to restriction to specific instruments or size of order) from time to time at the Bank's discretion without notice.
4.8	The Applicant when entering an ETS Order, shall ensure that the ETS Order conforms to the designated parameters of authorised orders and that trading shall be within the Applicant's Limit as required and prescribed by the Bank.
4.9	The Applicant accepts full responsibility for monitoring the Applicant's Account(s) with the Bank and the Applicant shall be responsible for any accidental, fraudulent or unauthorised transaction, instruction or communication transmitted via the ETS Infrastructure. Upon notice or suspicion of any accidental, fraudulent or unauthorised transmission of transaction, instruction or communication, the Applicant shall immediately notify the Bank.
4.10	The Applicant shall be liable for and accept the consequences of all transactions transmitted (including transactions by persons authorised by the Applicant in the case of a corporate applicant) via the ETS 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 ETS Infrastructure. The Applicant shall not assert amongst others the absence of additional controls as a reason for rejecting commitments arising from ETS Orders transmitted via the ETS Infrastructure.
4.11	The Applicant warrants that only persons authorised by the Applicant can access and place ETS Orders and that such person is authorised under applicable law to conduct such trading at all times.
4.12	The Applicant further warrants that persons authorised by the Applicant to access and place ETS Orders are deemed to know the requirements of the rules of Bursa Derivatives and/or Specified Exchanges and other applicable requirements, rules, regulations and guidelines in relation to the entry and trading of ETS Orders including the knowledge as required under Clauses 4.4 & 4.5 herein.
4.13	The Bank shall be entitled to treat any transaction, instruction and/or communication transmitted and received by the ETS as genuine and the Bank shall be under no duty to verify the authenticity of such transaction, instruction or communication or the authorised persons of the Applicant placing the ETS Orders.
4.14	The Applicant agrees to verify the details of an ETS Order before transmission. The Applicant acknowledges that cancellation or modification of the ETS Order may not be possible once transmitted. The Applicant further acknowledges that a request to cancel or amend an ETS Order may only be possible before such ETS Order is executed and that the Applicant agrees to accept full responsibility for any full or partial execution of an ETS Order irrespective of whether or not the Applicant has attempted to cancel or amend such ETS Order.
4.15	An ETS Order may be rejected automatically by the ETS Infrastructure. The Bank may also in its absolute discretion reject, stop, intercede or cancel an ETS Order, if the conditions stipulated in Clause 4.7 are not fulfilled or if in the Bank's opinion, the execution of such ETS Order would be in breach of any applicable law or regulation or otherwise adversely affect the Bank or its related companies' interests or for any reason whatsoever.
4.16	<p>The Applicant hereby warrants and undertakes that: -</p> <p>(i) the Applicant shall ensure that all relevant laws, regulations, directives and the Bank's Terms and Conditions regarding the use of the ETS have been and will be complied with at all times;</p> <p>(ii) the Applicant shall not use the ETS or the ETS Infrastructure for any purposes except to place ETS Orders on Bursa Derivatives and/or Specified Exchanges;</p> <p>(iii) the Applicant has the authority to enter into and perform its obligations under the Agreement; and</p> <p>(iv) the Applicant's performance of its obligations hereunder will not violate or be in conflict with</p> <p>(a) any enactment, regulation, rule or other obligation to which the Applicant is subjected to;</p> <p>(b) the Applicant's memorandum and articles of association; or</p>

	(c) any other document, instrument or undertaking binding on the Applicant.
4.17	The Bank reserves the right to halt, suspend, or terminate the ETS and the transmission of ETS Orders via the ETS Infrastructure at the Bank's discretion at any time without notice.
4.18	The Applicant acknowledges and agrees to each of the following: - <ul style="list-style-type: none"> (i) The Bank does not expressly nor impliedly warrant or guarantee the result of the use of the ETS or with respect to any data, information or message including but not limited to Market Information (the collection or database of any information and data received by the Applicant through the ETS for the Applicant's use for trading in Derivatives Contracts) that the Bank may provide in connection with the ETS or that any or all failures, defects, or errors will be corrected, or that the ETS will meet the Applicant's requirements; (ii) No condition, warranty or representation of any kind is or has been given by or on behalf of the Bank in respect of the merchantability or fitness for a particular purpose for the use of the ETS, the ETS Infrastructure or any part thereof, and accordingly the Applicant confirms that the Applicant has not, in determining whether to use the ETS, relied on any condition, warranty or representation by the Bank or any person on the Bank's behalf, expressed or implied, in relation to the ETS or any part thereof; and (iii) The Applicant's access and use of the ETS is on a non-exclusive, non-transferable basis and the Applicant shall not allow any other person to use the ETS (except for authorised persons in the case of a corporate applicant).
4.19	The Bank 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 Applicant resulting from the Applicant's use of, or inability to use, the ETS (including but not limited to error, failure of transmissions, delays, failures caused by Bursa Derivatives and/or Specified Exchanges, service provider or any third party or unauthorised modifications by break-ins or any halting, suspension or termination of the ETS and the transmission of ETS Orders via the ETS Infrastructure by the Bank as provided herein or any other cause).
4.20	The Bank shall not be liable for the non-performance of any of the Bank's obligations under the Agreement or otherwise, by reason of any cause beyond the Bank's reasonable control, including but not limited to any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorised access, breakdown, suspension or failure of transmission or communication or computer facilities or arising from the ETS, 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.
4.21	The Bank shall not be liable or have any responsibility for any rejection, cancellation or intervention of an ETS Order by the ETS Infrastructure or the Bank.
4.22	The Applicant expressly acknowledges and agrees that the Bank has made no recommendation with respect to the ETS or any transactions in connection with the ETS and that the Bank and any third party service providers selected by the Bank provide the ETS on an "as is" basis and the usage of the ETS is at the Applicant's sole risk.
4.23	The Bank (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 ETS which is provided by a third party, including the internet access facility.
4.24	In no event shall the Bank be liable for any claim or demand, whatsoever and howsoever arising, in relation to the ETS and internet access facility. For the avoidance of doubt, the Bank 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 ETS and internet access facility.
4.25	The Applicant shall indemnify and keep the Bank 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: - <ul style="list-style-type: none"> (i) from any action taken by the Bank pursuant to any instructions, notice or request of the Applicant; (ii) due to failed settlement of transactions through the ETS Infrastructure as a result of the Applicant's negligence or willful misconduct; and (iii) due to the Applicant's breach of any of the provisions contained herein or in the Agreement or the infringement or violation of any third party's rights including but without limitation to copyright and other intellectual property rights. <p>provided always that this indemnity shall survive the termination of the Agreement or the closure of the Applicant's Account(s) or CDS Account.</p>
4.26	The Applicant acknowledges and agrees to each of the following: - <ul style="list-style-type: none"> (i) To provide the Bank with such information or documentary proof in respect of the matters set out in the Agreement or in any other documents/forms which may be or required to be executed by the Applicant in relation to the opening and operation of the Applicant's Account(s) and for the use of the ETS; (ii) The Applicant undertakes to inform the Bank in writing as soon as practicable of any changes to any particulars set out in the Agreement, or in any other forms or documents previously furnished by the Applicant to the Bank; (iii) In the event any particulars furnished by the Applicant pursuant to the Agreement or in relation to the ETS differs from those previously furnished by the Applicant to the Bank, the Bank is hereby authorised to update its records with the latest particulars and the Bank shall be at liberty to treat the latest particulars furnished by the Applicant as true, accurate and correct and to rely on same; (iv) Consent is hereby given by the Applicant to the Bank to disclose information and particulars pertaining to the transactions of the Applicant effected through the ETS and any other relevant information and particulars relating to the operation and use of the ETS by the Applicant to Bursa Derivatives and/or the Specified Exchanges, other relevant authorities, its professional advisers and to such other parties pursuant to any legal or statutory requirement; and (v) The Applicant is responsible for the confidentiality and use of the Applicant's Security Codes (all passwords, personal

	<p>identification numbers (PINS), logon identifiers, electronic devices and other codes and access procedure issued by the Bank or the security codes issuer as notified by the Bank from time to time to enable the Applicant to access and/or use the ETS). The Applicant shall not at any time disclose any Security Codes to any other party and the Applicant shall be responsible and liable for any disclosure or unauthorised use of the Security Codes issued to the Applicant. The Applicant is responsible for all transactions entered using the Security Codes issued to the Applicant.</p>
4.27	The Bank reserves the right to suspend service and deny access to the ETS without prior notice during scheduled or unscheduled system maintenance or upgrading.
4.28	<p>The Applicant further acknowledges and agrees to the following: -</p> <ul style="list-style-type: none"> (i) The Applicant is expressly prohibited from copying or redistributing the Market Information in any manner or format whatsoever (including through internet, the Bank's intranet or otherwise) to any individual or legal entity whatsoever, either for free or for valuable consideration; (ii) The Applicant shall take all reasonable measures in order to avoid the Market Information from being used or accessed for unauthorised purposes; and (iii) Neither the Applicant nor any other person shall hold the Bank liable in any way for the following: - <ul style="list-style-type: none"> (a) any inaccuracy, error or delay in, or omission of: - <ul style="list-style-type: none"> (aa) any such data, information message; or (bb) the transmission or delivery of any such data, information message; or (b) any loss or damage arising from or occasioned by: - <ul style="list-style-type: none"> (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 Bank.
4.29	The Bank agrees to provide training to the Applicant in respect of the requirements of the rules of Bursa Derivatives and/or the Specified Exchanges 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 Bursa Derivatives and/or the Specified Exchanges are communicated to the Applicant promptly.
4.30	Market Information (including but without limitation to research materials on prices quoted on Bursa Derivatives, the Specified Exchanges or other Specified Exchange whether prepared or compiled by the Bank or other parties), tools and software provided by the ETS are or may be obtained from third parties, exchanges or sources believed to be reliable. The Bank does not make any representations or warranty as to their accuracy, completeness, reliability, correctness, timeliness or availability or the authenticity, identity, competence or otherwise of any party who created, displayed, supplied or transmitted the Market Information and they are not to be taken in substitution for the exercise of care and judgment by the Applicant. It is hereby agreed that the Bank accepts no liability whatsoever for any direct or consequential loss arising from the use of or reliance on the Market Information, tools and/or software provided by the ETS.
4.31	The Applicant shall protect the copyrights, other intellectual property rights or other legal or moral rights of the ETS and Market Information provided therein, whether statutory or under the common law or under any other relevant law applicable to the ETS.
4.32	The Applicant irrevocably agrees and undertakes that the Applicant will not reproduce, replicate, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the ETS or the Market Information provided therein in any manner or use same for any unlawful or unauthorised purpose.
4.33	Notwithstanding Clause 4.17 on the rights of the Bank to terminate the ETS at any time without notice, the Applicant can only terminate the ETS by giving not less than thirty (30) days' notice to the Bank. Such termination shall not affect the rights and obligations of the parties accrued prior to the effective date of termination and shall not affect the validity of the Agreement which shall continue to remain in force and binding on the parties as provided thereof.

PART III OF THE AGREEMENT	
TERMS AND CONDITIONS FOR ISLAMIC SECURITIES TRADING	
1.	OPENING OF ACCOUNT
	<p>1.1 The Applicant requests the Bank to open the Islamic Securities trading account ("Account" or "Accounts" and it includes account opened and/or will be opened, where applicable) and agrees to abide by the Rules and Regulations of Bursa Malaysia Securities Berhad ("Bursa Securities") and any other relevant regulatory bodies, including their subsidiaries, and as may be amended/revised from time to time governing the purchase and sale of securities quoted on Bursa Securities or other recognised stock exchanges as declared by Bursa Derivatives. The Applicant hereby acknowledges that the Account opened shall only be used for securities as approved by Securities Commission Malaysia's Shariah Advisory Council and/or foreign securities traded on any of the recognised stock exchanges that are endorsed to be Shariah compliant securities by the recognized stock exchange or by a competent shariah standard setting body or a reputed or competent shariah scholar, either in Malaysia or elsewhere from time to time.</p> <p>1.2 The Applicant agrees that any trading via a trading account utilising share margin financing facility granted by the Bank or by a 3rd party shall be subject to such additional terms and conditions as may be contained in the respective facility agreement or terms and conditions, letter(s) of offer and/or any revisions thereof. The Applicant further agrees that the Applicant shall also be subject to any additional terms governing the Applicant's usage of other products of the Bank such as Retail Trust Account, Securitised Trading Account, Cash Management Account, Regulated Short Selling, Online Trading or such other products which the Bank may introduce from time to time.</p>
2.	TRADING, CONTRACT NOTE, STATEMENTS AND NOTICES
	<p>Order Execution and Its Risks</p> <p>2.1 All orders of the Applicant whether given orally, online trading, by e-mail or by any other communication code are transmitted at the Applicant's risk and the Applicant agrees that neither the Bank nor any of its employees or agents shall be liable for:</p> <ul style="list-style-type: none"> (a) any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the delay, failure or alleged failure of the order management system or trading system used by the Bank or such trading system as may be or will be introduced by Bursa Securities and the Bank ("Trading Systems") to execute, cancel or amend such orders; and (b) for any inaccuracy, error or delay in, or omission of any orders executed in the Trading Systems due to any "force majeure" events (including but not limited to flood, inclement weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of the Bank or any disseminating party. <p>2.2 The Applicant acknowledges that all price quotations given to the Applicant are subject to change and there may, on occasions, be a delay in making prices or in dealing due to the physical restraints on the Trading Systems or due to the very rapid changes in the prices of the securities that frequently take place, and agrees that reliance upon such information is at the Applicant's own risk and the Bank may not always be able to trade at the best prices quoted at any specific time or "at best" or "at market". The Bank shall not be liable for any loss howsoever arising by reason of its failing or being unable, to comply with the terms of any limit order undertaken on behalf of the Applicant. Where the Bank is for any reason whatsoever unable to perform the Applicant's order in full, and effects partial performance only, the Applicant shall accept and be bound by the outcome.</p> <p>2.3 The Applicant acknowledges that there are inherent risks of losses in the event the Bank executes any securities contract, where relevant, under the Applicant's authority herein or the Applicant's instructions from time to time and that such losses shall be borne by the Applicant.</p> <p>Delivery of Securities for Sale Contract</p> <p>2.4 The Applicant undertakes to abide by Section 98 of the Capital Markets and Services Act 2007 ("CMSA") that at all times prior to the execution of sell orders, except when executing Intraday Short Selling, the Applicant is in the position to exercise and has unconditional right to vest the securities to a purchaser of the securities. The Applicant shall be responsible and shall undertake to deliver the full quantity of the securities of all the sell orders made, on or before the due date of delivery and settlement. For sell order, the Applicant shall also disclose to the Applicant's DR the availability of sufficient securities as tradeable balance for the purpose of delivery in respect of that particular transaction.</p> <p>2.5 The Applicant undertakes to promptly deliver to the Bank securities and all other relevant documents relating to the securities sold by the Bank on the Applicant's behalf.</p> <p>Selling-Out or Buying-In</p> <p>2.6 The Applicant authorises the Bank in its absolute discretion to carry out such "selling-out" or "buying-in" of stocks, shares or securities to clear the Account's outstanding position and undertakes to indemnify the Bank against all losses and expenses incurred resulting from or in connection with any "buying-in" or "selling-out" executed on the Applicant's behalf in the event the Applicant fails to comply with any of the Applicant's obligations (including but not limited to the Applicant's payment obligations).</p> <p>Trading Limit</p>

- 2.7 The Bank reserves the right to refuse to trade on behalf of the Applicant (other than closing out existing positions held on behalf of the Applicant), suspend the Applicant from trading and/or impose limit including buy and sell limits, position limits and limits on contract size on the Applicant's Account(s) without assigning any reasons thereto and without having to give due notice to the Applicant and the Applicant shall not exceed such limits.

Recording

- 2.8 The Bank may, and the Applicant authorises the Bank to, record and archive all telephone and/or electronic communications with the Applicant in order to verify instructions given by the Applicant and that such records or archives shall be conclusive evidence of any instructions given by the Applicant, for all intents and purposes.

Recommendations by Representatives Not To Be Construed As Recommendations by the Bank

- 2.9 The Applicant acknowledges that information or representation conveyed by the Bank's DR is not to be construed as recommendations, advice, suggestion or solicitation for purchase or sale of securities by the Bank, and that the Bank accepts no liability whatsoever for any loss or damage arising from or in connection with the said information or representation by the Bank's DR. The Applicant acknowledges that any trading recommendations and market or other information communicated to the Applicant by the Bank or its DR do not constitute an offer to sell or the solicitation of an offer to buy any securities. Any such recommendations and information although based upon information obtained from sources believed by the Bank to be reliable may be incomplete, may not have been verified and may be changed without notice to the Applicant and the Bank makes no representation, warranty or guarantee as to its accuracy, completeness or correctness. Any such recommendation or information is not to be taken in substitution for the exercise of judgment by the Applicant. The Applicant further agrees and acknowledges that all orders issued by the Applicant whether in reliance on recommendations or investment information obtained from the Bank, the Bank's authorised agents or its DR or otherwise are at the Applicant's own sole risk and that the Applicant shall have no claims whatsoever against the Bank whether in contract or in tort for any losses incurred by the Applicant as a result thereof.

- 2.10 The Applicant agrees that the Applicant will not hold the Bank or any of the Bank's officers, employees or agents responsible or liable for whatever losses incurred as a result of the acts, representation and/or omission of the Applicant's DR (including his/her assistant) in carrying out his/her duties in connection with the Applicant's Account.

- 2.11 The Applicant acknowledges that the Bank's DR are not authorised to accept any liability on the Bank's behalf, nor to waive or vary any of the terms and conditions stated herein.

Opposite Position that May Be Taken by the Bank/Affin Group

- 2.12 The Applicant is aware that the Bank is part of the Affin Bank Berhad's group of companies ("Affin Group") which is engaged in securities trading, futures trading, fund management, financing and research activities as well as providing investment banking, investment and financial advisory services. In the ordinary course of its business activities, the Bank or any member of the Affin Group may at any time hold positions, trade or otherwise effect transactions for its own account or the accounts of other customers, in debt or equity securities that may be opposite to the trading position taken by the Applicant. The Bank or any member of the Affin Group may also have given financing to any issuer of the securities traded or will be traded by the Applicant.

Contract Notes and Statements

- 2.13 Any notice, communication, contract notes, contra statements, statements of accounts and/or other documents ("the said documents") issued by the Bank shall be deemed final, conclusive and binding, save for manifest error(s). The Bank reserves the right to amend or cancel and issue new contract notes, statements and/or any other said documents at any time if it discovers that the said documents are erroneous.
- 2.14 The Applicant agrees that in the absence of manifest error, an unsigned computer generated statement of account or a manually prepared statement of account duly signed by any of the Bank's authorised staff showing the Applicant's indebtedness to the Bank shall be binding and conclusive evidence in any legal proceedings against the Applicant.

Notices

- 2.15 The Bank sends the following notices to the Applicant:

- (a) Notices may be sent to the Applicant by ordinary mail or by electronic whether through the internet, facsimile or other communication modes and shall be deemed to have been duly received by the Applicant if sent by the Bank to the correspondence address or electronic address given in the account application form, or to such other correspondence or electronic address as the Applicant may hereafter notify the Bank in writing or through electronic mode (notwithstanding its subsequent return by the post office or the system administrator of the relevant internet service provider).
- (b) Notices sent by mail shall be deemed duly given at 9.00 am on the second (2nd) business day immediately following the date of mailing. Notice sent by electronic mail shall be deemed given at the time the electronic mail was sent. Notice posted in the Bank's website portal shall be deemed given at the time the notice was posted. Notice by facsimile shall be deemed given upon the receipt of a confirmed transmission report by the Bank. Unless otherwise prohibited by the rules of Bursa Securities, notices may also be given to the Applicant in other means deemed appropriate by the Bank and the Applicant further agrees that such notice shall be deemed sufficient notice to the Applicant under this Clause.
- (c) The Applicant further agrees that any notice given may take any form including without limitation any electronically produced unsigned notice, notice printed on the statement of account, contract notes, any other said documents sent by the Bank to the Applicant or printed on their over-leaves or a notice placed at the Bank's premises or other means deemed appropriate by the Bank and the Applicant further agrees that such notice shall be deemed sufficient notice to the Applicant under this Clause.
- (d) Where any communication by the Applicant is given by electronic mail or sent through the Bank's website portal, the Bank is entitled to rely upon and act in accordance with the message contained therein without enquiry as to the identity of the person making such communication and the Bank shall further be entitled to treat such communication as fully authorised and binding upon the Applicant.

	<p>(e) All notices to the Bank shall be sent to its place of business as posted by the Bank on its website or such other place as the Bank may hereafter notify the Applicant in writing.</p> <p>Document Sent to the Bank via Electronic Communication or Facsimile</p> <p>2.16 Documents transmitted by electronic communication or facsimile may be accepted as original documents at the sole discretion of the Bank. In that event that the Bank accepts such documents as original documents, the signature of any person or entity thereon, is to be considered as original signature, and the document transmitted is to be considered to have the same effect as an original signature on an original document, otherwise at the request of the Bank, any documents sent via electronic communication or facsimile must be re-executed in original form by the persons or entities who executed the documents. No party hereto may raise the use of electronic communication or facsimile as a defense to the enforcement of any documents executed in compliance with this Clause. The Applicant agrees not to dispute the validity or enforceability of electronic communications and waive any right to raise any defense based on the absence of writing.</p> <p>Change of Correspondence Address / Email Address</p> <p>2.17 The Applicant shall forthwith notify the Bank in writing of changes to any of the Applicant's addresses or other information including without limitation to the Applicant's mailing address and electronic mail addresses. Should the Applicant fail to notify the Bank or the Bank fail to receive the Applicant's notification, any said documents sent out by the Bank by ordinary post to the Applicant's last known address shall be deemed to have been received by the Applicant on the second (2nd) business day following posting.</p> <p>Verification of Transaction</p> <p>2.18 The Applicant is under a duty to examine and verify all entries in the notification of transaction which the Bank will send to the Applicant after the date of execution of the transaction and to report any error found therein. Unless the entries therein are objected to within three (3) business days after posting/transmission to the Applicant of the same, the entries shall be deemed correct and shall be conclusive against the Applicant and the Applicant shall be bound by all entries in the notification and the Bank shall be free from all claims in respect of any and every items shown in the notification.</p> <p>Trading of Foreign Securities</p> <p>2.19 The Bank may in its sole and absolute discretion determine and/or vary the availability limit based on the proportionate ratio determined by the Bank from the Applicant's approved limit or the Applicant's securities deposited and maintained with the Bank for the Applicant's dealing in non-ringgit securities through conventional means or the internet trading facilities, as the case may be. The Applicant agrees that the Bank shall have the right, at any time, to refuse the Applicant's orders or limit the purchases/sales ordered by the Applicant.</p> <p>Review</p> <p>2.20 The Account is subject to internal review and the Bank at its absolute discretion is entitled to, at any time, suspend or terminate the Account without assigning any reasons thereto, notwithstanding Clause 2.21 below.</p> <p>Termination</p> <p>2.21 The Account may be terminated by either party by notice in writing of not less than five (5) business days and all balances in the Account shall become immediately at the expiry of such notice due and payable. Any termination hereof shall be without prejudice to the Bank's right to settle any transactions entered into, or to settle any liability incurred by the Applicant hereunder, prior to termination, and the Applicant shall remain liable for all costs and expenses incurred as a result of the Bank settling such transactions, which shall be paid to the Bank by the Applicant immediately upon demand. The Bank shall also be entitled at its discretion, to cancel all unexecuted instructions as at the time of termination.</p> <p>2.22 Termination of the Agreement shall not affect either party's rights in respect of any antecedent breaches.</p> <p>2.23 The Bank shall not be liable to the Applicant for any claims, costs, damages or losses that may arise or that may be suffered or incurred by the Applicant as a result of the termination of the Agreement.</p>
3.	<p>SETTLEMENT AND TRUST MONEY</p>
	<p>Payment to the Bank</p> <p>3.1 The Applicant hereby agrees to pay to the Bank commission, fees, charges, levies, stamp duty and any taxes where relevant on the services provided at such rates as determined by the authorities or the Bank from time to time, including any amendment thereof with notice to the Applicant. The Applicant authorises the Bank to debit such amount from the Applicant's trust account to meet such monetary obligations. The Applicant shall strictly adhere that all payment made to the Bank is through the Bank's allocated Islamic bank account.</p> <p>3.2 For purchase of foreign securities, the Applicant undertakes to pay to the Bank promptly any commission, fees, costs or other charges at such rate or rates as the Bank may from time to time determine, imposed by the Correspondent Broker (as defined below) and any relevant exchanges on which the non-ringgit securities are listed or any of its clearing organisation; any taxes imposed by any competent authority on any account opened or transaction effected for the Applicant; and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to the gross negligence or willful misconduct of the Bank. The Bank has the right to deduct from the Applicant's trust account, an amount for the purpose of withholding tax in relation to the Applicant's transactions, as required by the relevant foreign regulatory/government bodies.</p> <p>3.3 The Applicant undertakes to pay to the Bank, as and when due, or upon demand, all monies owing from the Applicant to the Bank in connection with the Account and to promptly pay Ta'widh (compensation charges) up to maximum 1% for any default</p>

prior to maturity and up to maximum of the daily overnight Islamic Interbank Money Market rate for any default after maturity on the outstanding balance, as well as fees (on a full indemnity basis) and other expenses incurred by the Bank in recovering any amount outstanding from the Applicant or in connection with the Bank enforcing any of its rights under these terms and conditions, notwithstanding the termination of this Agreement and/or the closure of the Account and/or the Central Depository System account ("CDS Account").

Lien Over Securities

- 3.4 If any such fees, costs and expenses shall remain unpaid by the Applicant, the Bank shall have a first and paramount lien over the securities, with full power of sale, without prejudice to the Bank's other rights arising by operation of law.
- 3.5 If the Applicant does not pay for any securities that the Applicant purchases or does not settle any transactions with respect to securities by the due date, the Bank has the right to liquidate and impose charges on any or all of these transactions to the Applicant. The Bank may but need not exercise this right on any day after the day on which the right to liquidate first arose. The Bank will not be liable to the Applicant with respect to securities purchase transactions, on which the Applicant has defaulted, for any loss suffered by the Applicant as a result of any fall in the market price of the securities between the first (1st) day the right to liquidate arose and the day it actually sells the securities.
- 3.6 The Applicant agrees that:
- (a) any transfer of securities from the Applicant's Account shall be at the Applicant's cost and subject to the Bank's prior consent and to the laws, regulations and rules of the relevant jurisdiction; and
 - (b) the Bank shall at all times have a general lien over any and all securities held by the Bank for the Applicant as security for any outstanding obligation owed by the Applicant to the Bank. The Bank may at all times exercise this lien by effecting a sellout of any or all of such securities and apply the net proceeds towards settlement or discharge of the Applicant's obligations to the Bank.
- 3.7 The Bank is authorised at its discretion to deal with and/or withhold outward transfer of all securities purchased by the Applicant or on the Applicant's behalf held by the Bank whether in the Bank's custody or in the Applicant's CDS Account with the Bank, and use the proceeds of sale towards satisfaction of all payments due and/or owing by the Applicant to the Bank.
- 3.8 If any such fees, costs and expenses shall remain unpaid by the Applicant, the Bank shall have a first and paramount lien over the securities in the Applicant's CDS Account, with full power of sale, without prejudice to the Bank's other rights arising by operation of law.

Financial Means to Settle Outstanding Amounts

- 3.9 The Applicant undertakes to inform the Bank of any material facts that may adversely affect the Applicant's financial position and/or the Applicant's creditworthiness from time to time. The Applicant hereby declares that the Applicant has the financial means to settle all the Applicant's purchase contracts and any outstanding amounts or debts due from the Applicant to the Bank or its related companies.
- 3.10 The Applicant agrees to pay the Bank without demand, all charges relating to transactions for the Applicant's Account and all outstanding debt arising from transactions effected for the Applicant's Account(s) including legal fees incurred by the Bank on a solicitor and client basis in the enforcement of any of the Applicant's obligations and liabilities in connection therewith.

Settlement of Foreign Securities

- 3.11 The Bank will calculate the value of the Applicant's transaction in the securities in Ringgit Malaysia using such exchange rate as the Bank may determine at its sole discretion. All transactions in the securities for the Bank's account shall be settled in Ringgit Malaysia or, any other currency requested by the Applicant or Applicant's DR provided it is approved by the relevant authorities and agreed by the Bank, at an exchange rate determined by the Bank. The Applicant will bear all losses, damages, or costs that result from any currency conversion in connection with any transaction in the securities for the Applicant's Account.
- 3.12 The Bank may convert any currencies given to the Bank into any currency at the prevailing currency conversion rate or purchase any currency for settlement of the outstanding debt at the prevailing rate quoted by the Bank or a bank of the Bank's choice. The Applicant agrees and acknowledges that any risk of loss or damage or any cost or expense arising from the conversion of one currency to another currency pursuant to or in relation to the Applicant's account shall be borne by the Applicant. The Applicant shall indemnify the Bank against any loss sustained by the Bank as a result of any conversion and shall in any event indemnify the Bank against the cost of making any purchase of currency. These indemnities constitute a separate and independent obligation from the other obligations contained herein and shall give rise to a separate and independent cause of action and shall apply irrespective of any indulgence granted by the Bank or its related companies and shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of sum(s) due from the Applicant to the Bank or its related companies.
- 3.13 Delivery and settlement between the Bank and the Applicant in respect of transactions in the securities shall be effected not later than the scheduled settlement date of the relevant exchange. Where the scheduled settlement date falls on a public holiday in Malaysia, Singapore and/or the jurisdiction wherein the Correspondent Broker is located ("Said Jurisdiction"), settlement between the Bank and the Applicant will be effected on the following business day for both Malaysia, Singapore and the Said Jurisdiction.
- 3.14 Contra deal(s) in respect of earlier purchase contract(s) shall only be allowed at the absolute discretion of the Bank and subject to the laws, regulations and rules of the relevant exchange. The Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or income or advantage of which the Applicant may be deprived, which arises from the Bank's refusal to allow the Applicant to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the relevant exchange.

Ta'widh (Compensation Charges)

	<p>3.15 The Applicant further agrees to pay Ta'widh up to maximum 1% for any default prior to maturity and up to maximum of the daily overnight Islamic Interbank Money Market rate for any default after maturity on the outstanding balance. The Applicant also expressly agrees that such prevailing daily overnight Islamic Interbank Money Market rate shall continue to apply to post-judgment debts.</p> <p>Official receipt</p> <p>3.16 All payments shall be deemed received by the Bank only upon issuance of the Bank's official receipts. Should the Applicant make payment by cheques, the same must be crossed "A/C Payee Only" and issued in favour of the Bank.</p> <p>Payment by the Bank</p> <p>3.17 For any reason the Bank cannot effect payment or repayment to the Applicant in a particular currency in which payment or repayment is due, the Bank may effect payment or repayment in the equivalent in any currency selected by the Bank based on a rate of exchange determined by the Bank in respect thereof at the relevant time</p> <p>Trust money</p> <p>3.18 The Applicant may remit to and deposit with the Bank a sum of money including such sum which may hereafter come into the Bank's possession (hereinafter collectively referred to as "the Advance Payment Sum") for the Bank to hold and to utilise for payment of all such amount that may be due from the Applicant from time to time under the Applicant's Account (including but without limitation to payment for all purchase contracts on due dates and all commissions, charges and expenses arising thereto) either at the Applicant's or Applicant's DR's request and/or in the absolute discretion of the Bank, with or without any notice to the Applicant.</p> <p>3.19 In the event that there should be any outstanding sum of whatsoever nature (including but without limitation to payment for purchase contracts, trading losses, brokerage, compound charges, costs, expenses, legal fees on a solicitor-client basis) due and payable under any of the Applicant's Account(s), the Applicant hereby irrevocably agrees and authorises:</p> <p>(a) the Applicant's DR and/or his/her assistant and/or such other person relieving the DR during the DR's absence; and/or</p> <p>(b) the Bank</p> <p>without giving further notice to the Applicant to withdraw or off-set the entire or any part of the Advance Payment Sum or amount due to the Applicant at any time the Bank deems fit towards settlement of such outstanding sum that may be due from the Applicant to the Bank from time to time under such Account(s). The Bank reserves its discretions to prioritise the settlement sequence should there be more than one type or item of the outstanding sum.</p> <p>3.20 The Applicant further hereby irrevocably authorises the Bank to hold all sales proceeds due to the Applicant under the Account from time to time as part of the Advance Payment Sum and to utilise it as per Clauses 3.18 and 3.19 above.</p> <p>3.21 The Applicant's DR shall be permitted to withdraw all or part of the Advance Payment Sum by giving the Bank not less than two (2) business days' notice subject always to there being no outstanding sum due or to be due to the Bank under any of the Applicant's Account(s) and subject further to there being no open positions in these Account(s). Payment from the Bank for such withdrawal shall be made in the form of a crossed cheque in the Applicant's favour or other form of payment method in the Applicant's favour.</p>
4.	<p>GLOBAL TRADING</p>
	<p>Correspondent Brokers</p> <p>4.1 The Bank is entitled to delegate the execution of the Applicant's orders for the securities listed in foreign stock exchanges ("Global Trading") to a correspondent broker of the Bank's choice (the "Correspondent Broker"). As between the Correspondent Broker and the Bank, the Bank may be obliged to regard itself as being primarily responsible for the execution of the Applicant's orders. In this connection, the Applicant acknowledges that the Bank may, but is not obliged to, take such measures (including effecting payment and settlement in respect of the Applicant's orders that have been executed) as may be necessary to ensure non-default of the Bank's own primary responsibility as aforesaid (notwithstanding that as between the Applicant and the Bank, the Applicant is in or has notified the Bank that the Applicant will be in default).</p> <p>4.2 The Applicant agrees to be bound by any other terms and conditions or agreements executed between the Bank and the Bank's Correspondent Broker in relation to services rendered to facilitate the Applicant's trading in non-ringgit securities. The Applicant shall also have read and fully understood the Bank's other terms and conditions before commencing any Global Trading activities.</p> <p>Rules Governing Transactions</p> <p>4.3 All transactions by the Bank on the Applicant's behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the relevant exchanges on which the non-ringgit securities are listed and its clearing organisation on which such transactions are executed or cleared by the Bank or its agents or any of its affiliates for the Applicant's Account, to all applicable rules of governmental/foreign government authorities and self-regulatory organisations and to all applicable laws and regulations promulgated thereunder. In respect of trading in securities, the Applicant shall be fully responsible to comply with applicable laws and regulations including foreign exchange control laws and shall obtain all necessary approvals or make all necessary registrations or filings with the relevant authorities.</p> <p>4.4 Accordingly, the Bank or its agent or any of its affiliates may be required to provide information relating to the Applicant's Account. The Bank shall not be liable to the Applicant as a result of any action taken by the Bank or its agent or any of its affiliates with any such rules, laws or regulations, including without limitation, any liquidation, in whole or in part, of the Applicant's positions or any other action taken in the event that any exchange declares an emergency.</p>

Information and Execution Delay

- 4.5 The Applicant acknowledges that when trading in non-ringgit securities there may be delays in stock quotes and execution of orders via the Correspondent Broker. While the Bank will take reasonable care to mitigate any such delay, the Applicant agrees that neither the Bank nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by the Applicant in reliance upon the information provided or for any interruption of any data or information.

Nominees/Custodial

- 4.6 The Bank may on the terms set out below hold all securities purchased for the Applicant either directly or through a nominee or custodian (who may effect such holding through a sub-nominee or sub-custodian). Such nominee/custodian and/or such sub-nominee/sub-custodian may or may not be within Malaysia and in the latter case, the Applicant consents to the Bank having absolute discretion in their appointment or approval in their appointment. All costs and fees imposed and/or associated with the holding of the securities by any of them shall be for the Applicant's Account. Accruals with respect to any and all securities so customized, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia as the Bank thinks fit and credited into the Applicant's Account.
- 4.7 The duties of the Bank as custodian of the securities purchased for the Applicant shall be:
- (a) to hold or procure to be held to its order all documents evidencing ownership of the securities and identity in its books that all securities belong to the Applicant;
 - (b) to procure that all securities other than bearer securities are registered in the name of the Bank or such nominee/custodian or sub-nominee/sub-custodian which has been appointed. In these circumstances, the securities will still be held in such a way that it is readily apparent that the securities are not the property of the Bank or any nominee/custodian or sub-nominee/sub-custodian (as the case may be). The securities may be registered collectively with securities of other clients of the Bank in the same name and where so registered, the Applicant's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records although the Bank and/or its delegate will maintain records such that it will be readily apparent the degree of the Applicant's interest in the commingled securities so collectively held but on the express understanding and agreement of the Applicant that where such commingling and aggregation of the Applicant's securities and other persons results in entitlements which otherwise without such commingling or aggregation would not have accrued to the securities. The Bank has full discretion as to the allotment of what entitlements as amongst its clients as it deems fit;
 - (c) to use its reasonable endeavours to collect and receive entitlements including income and other monies due with respect to the securities provided that the Applicant acknowledges and accepts that the Bank (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:
 - (i) exercise or discharge any obligations conferred or imposed by reason of the Bank's holding of the securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;
 - (ii) send or give notice of any proxy form or other document which the Bank may receive in respect of the securities; or
 - (iii) recognise any claim in the nature of a trust or equitable claim by anyone other than the Applicant in respect of the securities or any part thereof.
 - (d) to credit to the Applicant's Account all income and other payments received by the Bank under paragraph (c) above;
 - (e) to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the securities; and
 - (f) to keep or (to the extent reasonably practicable) procure to be kept by any nominee/custodian or sub-nominee/sub-custodian (as the case may be), such books, records and statements in retrievable form, as may be necessary to provide an adequate record of all securities held and transactions carried out by or on behalf of the Applicant.

Holding of Securities on Aggregate or Omnibus Basis

- 4.8 Without prejudice to the terms for the provision of nominee/custodian services with respect to the securities set out in Clause 4.7 above, the Applicant acknowledges and consents to the fact that any securities belonging to the Applicant held with the Bank or its nominee or custodian for any reason whatsoever may be held with securities held for other clients of the Bank on an aggregate or omnibus basis.

Exclusion of Liability

- 4.9 The Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant unless they are due to gross negligence or willful misconduct of the Bank, or income or advantage of which the Applicant may be deprived, which arises from or in connection with:
- (a) the manner in which the Applicant's securities are held hereunder or the manner in which monies received or intended to be received are dealt with or the manner in which proxy forms or other documents and notices in relation to the securities are dealt with;
 - (b) the loss, theft or destruction of, or any damage to, any of the securities or certificates relating thereto; and
 - (c) the performance or non-performance of the Bank.
- 4.10 While the Bank will use reasonable care in the selection of any nominee, custodians, agent or delegate, the Bank shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Applicant, or income or advantage of which the Applicant may be deprived, which arises from or in connection with:-
- (a) the insolvency of any nominee, custodian, sub-nominee or sub-custodian; or
 - (b) any act or omission of any nominee, custodian, sub-nominee or sub-custodian,
- 4.11 The Bank shall not be liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.
- 4.12 The Bank shall not be liable or have any responsibility to the Applicant for any loss or damage incurred or suffered by the Applicant if the performance of the Bank's obligations is interrupted, delayed or prevented by circumstances, acts or events

	<p>beyond its control. This shall include but not be limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.</p> <p>4.13 The Applicant understands and acknowledges that any trading recommendations and market or other information communicated to the Applicant by the Bank are incidental to the provision of services by the Bank to the Applicant under the trading terms and do not constitute an offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Securities or any other stock exchanges. Such recommendations and information although based upon information obtained from sources believed by the Bank to be reliable, may be incomplete, may not have been verified and may be changed without notice to the Applicant. The Bank makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished to the Applicant or as to the tax consequences of his/her transactions.</p> <p>4.14 The Applicant acknowledges that whilst every effort shall be made by the Bank to ensure that the Applicant receives all entitlements due to the Applicant for all the securities held in custody by the Bank on the Applicant's behalf, the Bank shall not be held liable for any loss or damage suffered by the Applicant if the Bank fails to do so.</p> <p>Authorisation</p> <p>4.15 Without prejudice to any clauses herein, the Bank is authorised (but is not obliged), either by itself, through a nominee, custodian, sub-nominee or sub-custodian or otherwise, to do any lawful act or thing which in the discretion of the Bank is necessary to preserve the integrity of the securities held in custody and/or any account and/or to protect the reasonable interests of the Applicant and/or the Bank.</p> <p>Termination</p> <p>4.16 Where the Bank is of the view, at its sole discretion, that the continued trading in the securities for the Applicant's Account is not to the mutual benefit of the Bank and the Applicant, the Bank may by notice in writing to the Applicant terminate trading in the securities for his/her Account. Upon termination, the Bank shall be entitled to utilise any amount due to the Applicant and/or liquidate the securities and utilise the proceeds thereof to settle any outstanding amounts due and owing to the Bank without further notice to the Applicant. Any amounts remaining with the Bank shall be refunded by the Bank to the Applicant in such manner as the Applicant shall specify. In the event that no manner is specified for the refund, the Bank shall use its discretion to refund the same in the manner it deems fit. The remaining securities belonging to the Applicant held with the Bank shall be transferred to such account with such custodian or otherwise dealt with in the manner as the Applicant shall specify at his/her cost and expense subject to the laws, regulations and rules of the relevant jurisdiction.</p>
5.	ONLINE TRADING (SECURITIES ON BURSA SECURITIES AND GLOBAL MARKETS)
	<p>Provision of Services</p> <p>5.1 The Applicant hereby requests to be given access to the Bank's online trading system ("Online Trading").</p> <p>5.2 Online Trading shall mean trading in securities using any form of communication, whether between persons, things, or persons and things, in the form of sound, data, text, visual images, signals or any other form or any combination of those forms whether in digital format or otherwise (including but without limitation to using the Bank's computer or telephonic services or systems, internet, private network, personal computers, mobile telephones, hand-held terminals, television, radio and pager) and includes services or information accessible through the Bank's proprietary software and/or any other form of communication.</p> <p>5.3 Online Trading provided by the Bank consists of online electronic services, products, research materials, data and facilities for purposes of information, communication and trading of securities listed on the Bursa Securities that may be introduced from time to time. Notwithstanding this, the Bank may at any time and from time to time, vary or change any part of Online Trading.</p> <p>5.4 The Bank reserves the right to determine how trading via Online Trading shall be conducted. Notwithstanding the above, all trading activities shall be conducted in accordance with the provisions of the Rules of Bursa Securities or any other relevant laws and regulations pertaining thereto.</p> <p>5.5 The Bank shall be entitled, at any time and from time to time without in any way being liable for any loss or damage whatsoever to the Applicant to:-</p> <ul style="list-style-type: none"> (a) amend, modify, suspend or terminate the operation of the Online Trading; (b) suspend or terminate the Applicant's access to or use of the Online Trading; and/or (c) de-activate the Access Codes (as hereinafter defined). <p>Trading Orders</p> <p>5.6 The Applicant is responsible for safeguarding all user identification number, password (including passwords for login and trading), and personal identification number ("PIN") and/or the Account number ("Access Codes") and hereby indemnifies and shall keep indemnified the Bank against any loss, financial or otherwise which may result from the unauthorised use of the same by any persons. Any order(s) received by the Bank through the use of the Access Codes shall be deemed to have been issued by the Applicant, and the Bank shall have no responsibility or obligation whatsoever to inquire further as to whether the placing of such orders has been properly authorised.</p> <p>5.7 The receipt and/or execution of an order initiated by the Applicant shall not be deemed acceptance by the Bank of the Applicant's order until and unless:-</p> <ul style="list-style-type: none"> (a) the full and comprehensive details of such order are received and recorded by the Bank; (b) the order may be relied and acted on by the Bank without further reference to or verification from the Applicant; and (c) the order is not subject to further review of the Bank for any reasons whatsoever.

	<p>5.8 Notwithstanding the above, the Bank reserves the right to limit and restrict the orders accepted from the Applicant at its sole discretion and for any reason whatsoever without explanation to the Applicant.</p> <p>5.9 The Applicant understands that the system availability, response time and trade execution may be affected by changes in market conditions, system performance and other factors. The Applicant shall not hold the Bank responsible for any delays in the acceptance, communication and/or execution of orders resulting from any factors that may affect the availability of the Online Trading.</p> <p>5.10 The Applicant acknowledges that not all trades will be executed concurrently with the order(s) issued by the Applicant. The Applicant further acknowledges and accepts, without liability to the Bank, its employees or agents, that there will be times when a quoted price will change prior to the execution of the order due to market circumstances and the Bank, its employees or agents, shall not be held liable for any financial loss arising as a result thereof.</p> <p>5.11 The Applicant has knowledge on the requirements and relevant laws pertaining to trading on the stock market of the Bursa Securities as well as the knowledge on the process of entering Direct Market Access ("DMA") Order (which means the process by which orders to buy or sell contracts including any modifications and cancellations thereof are submitted for execution in the automated and computerized securities trading system established by Bursa Securities ("ATS") by persons referred to in Chapter 8 Part B of the Rules of Bursa Securities without any intervention by a DR or being entered or re-entered by a DR).</p> <p>5.12 The Applicant (DMA client) shall enter orders and trade in compliance with the Rules of the Bursa Securities and other applicable regulatory requirements and agrees as well as is aware that there are specific parameters defining the orders including restriction to specific instruments or size of orders, and the Bank has the right to reject orders that do not fall within the designated parameters of authorised orders or for any other reasons.</p> <p>5.13 The Applicant (DMA client) agrees and is aware that the Bank has the right to change or remove an order in the order book (order book is defined as an 'electronic book' that shows the demand for the shares of the company at various prices on a real time basis) and the right to cancel any trade for any reason whatsoever or discontinue accepting orders from the Applicant at any time without notice.</p> <p>Change or Cancellation of Orders</p> <p>5.14 The Applicant shall be solely responsible for ensuring the accuracy and completeness of the Applicant's instructions or orders. Any instructions or orders transmitted through Online Trading shall be irrevocable, subject to Clause 5.16 below.</p> <p>5.15 The Applicant acknowledges that instructions or orders given by the Applicant on the Online Trading in respect of trading in securities may not be executed by the Bank in the sequent in which it was received by the Bank or at the price indicated in the price quotation service given on the Online Trading.</p> <p>5.16 The Applicant shall be entitled to change or cancel any order(s) that the Applicant has successfully communicated. Notwithstanding the above, the Applicant acknowledges that a request to cancel or change of an order can only be done if the request is received and effected before the order is executed.</p> <p>Deposits</p> <p>5.17 The Bank reserves the right to require the Applicant to place a deposit prior to the execution of any transaction through Online Trading. Notwithstanding the above, the Bank shall have the absolute discretion to fix and/or vary the amount of deposit payable by the Applicant and the time and manner for the placement and nature of such deposit.</p> <p>5.18 The Bank shall not be held responsible or be liable for any failure to provide Online Trading to the Applicant arising out of or in connection to any failure, refusal or delay by the Applicant in placing such deposit as may be stipulated by the Bank.</p> <p>Limitation of The Bank's Liability</p> <p>5.19 The Bank does not warrant the reliability, merchantability or fitness for a particular purpose or use and gives no other warranty or guarantee of any kind, either express or implied, regarding Online Trading or any other aspect of Online Trading (including without limitation any information provided through it), including but not limited to data, information, messages, or access, or the execution of any orders and/or the cancellation or change of any such order(s) and the Applicant further agrees that neither the Bank nor its employees or agents shall be liable for any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the failure or alleged failure of the Bank to execute, cancel or amend such orders.</p> <p>5.20 The Applicant agrees that neither the Bank nor its employees or agents shall be liable in any way for all or any of the following, unless they are due to the Bank's gross negligence or willful misconduct:-</p> <ul style="list-style-type: none"> (a) any inaccuracy, error or delay in, or omission of any such data, information or messages, or any other aspect of Online Trading or transmission or delivery of any such data, information or message; (b) any loss or damage arising from or occasioned by or in connection with:- <ul style="list-style-type: none"> (i) any such inaccuracy, error or delay in, or omission; (ii) non-performance; (iii) interruption of any data information or message, or any other aspect of Online Trading, due either to any "force majeure" events (including but not limited to flood, inclement weather, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power or equipment failure, or software failure or malfunction) or any other cause beyond the reasonable control of the Bank or any disseminating party; (c) any decision made or action taken by the Applicant or any other persons whomsoever in reliance upon the data, information or messages disseminated and/or provided by Online Trading. <p>5.21 In addition to and not in derogation of any other terms of this Agreement, the Applicant agrees that, in providing Online Trading, neither the Bank nor its employees or agents shall, in any event, be liable to the Applicant or any other parties having access to the Online Trading whether with or without the Bank's consent for any direct, consequential, incidental, special or</p>
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	<p>indirect losses or damage (including but not limited to loss of income, trading losses and damages) that results from any inconvenience, delay or loss of the use of the Online Trading or access to the Applicant's trading account, or any of the circumstances enumerated in this Clause.</p>
5.22	<p>The Applicant further agrees that neither the Bank nor its employees or agents shall be liable for any losses or damages resulting from a cause over which they have no direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephones or other interconnect problems, unauthorised access, theft, errors, weather, earthquakes, floods and strikes or other labour problems. The Applicant agrees that it shall not, in any way prejudice the contractual and statutory rights of the Bank to the information furnished through Online Trading.</p>
5.23	<p>The Applicant acknowledges that Bursa Securities, Securities Commission and BNM are the regulatory and supervisory authorities of the Bank and that they shall have the right to examine, inspect or scrutinise the Applicant's terminals for audit and other supervisory purposes as and when they deem fit. The Applicant acknowledges that it shall not hold the Bank liable for any costs, damages, losses that may arise from or in connection with such actions unless such costs, damages and losses are due to Bank's gross negligence or willful misconduct.</p>
	<p>Intellectual Property Rights</p>
5.24	<p>The Applicant acknowledges that the Bank, Bursa Securities and other information providers own certain copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Online Trading and the Website, and the Applicant undertakes that the Applicant will NOT at any time question or dispute the ownership of the same. Unless otherwise stated, the Bank shall be deemed to be the author and sole owner of the intellectual property rights subsisting in the layout, design, programming code, testing documentation and other contents and information created and/or derived by the Bank in the course of or in connection with the performance of this Agreement.</p>
5.25	<p>The Applicant undertakes that the Applicant will not at any time:-</p> <ul style="list-style-type: none"> (a) abuse or permit the abuse of any intellectual property rights or adopt any trade mark, service mark, trade name, or commercial designation that includes or is similar to or may be mistaken for the whole or any part of the same used by the Bank; and (b) reproduce, adapt, translate, arrange or make available to any third party, either directly or indirectly, any part of the Online Trading (including any electronic materials necessary for its operation), and any other data, program or other material stored that the Applicant may have access to except to the extent that the Applicant is expressly permitted to do so by the Bank.
5.26	<p>The Applicant acknowledges that civil and criminal penalties may be incurred in the event of any infringement of any intellectual property rights subsisting in any part of the Online Trading or otherwise in connection with the Online Trading and that any such infringement by the Applicant may result in incalculable damage and/or loss to the Bank, and accordingly agrees that, in addition to any other right or remedy of the Bank, the Bank shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof.</p>
5.27	<p>The Applicant is expressly prohibited from copying or redistributing the market information in any manner or format whatsoever (including through the internet, the Bank's intranet or otherwise) to any individual or legal entity whatsoever, either for free or for valuable consideration; and the Applicant shall take all reasonable measures to avoid the market information from being used or accessed for unauthorised purpose and the Bank shall not be held liable in any way for the following: -</p> <ul style="list-style-type: none"> (a) any inaccuracy, error or delay in, or omission of: - <ul style="list-style-type: none"> (i) any such data, information message; or (ii) the transmission or delivery of any such data, information message; or (b) any loss or damage arising from or occasioned by: - <ul style="list-style-type: none"> (i) any such inaccuracy, error, delay, or omission; (ii) non-performance; or (iii) interruption in any such data, information message, due to any "force majeure or to any other cause beyond the control of the Bank.
	<p>Notification by Applicant</p>
5.28	<p>The Applicant agrees that the Applicant shall notify the Bank immediately and in any case not later than twenty-four (24) hours from the time the Applicant should have become aware of the existence of any of the following:-</p> <ul style="list-style-type: none"> (a) any loss, theft or tampering of the Applicant's Access Codes; (b) any unauthorised use of any of the Applicant's Access Codes or any information obtained thereunder; (c) any failed or incorrect receipt of an order initiated by the Applicant through the Online Trading; and (d) any receipt of confirmation (whether electronic, written or otherwise) of an order which the Applicant did not place or any receipt of inaccurate or conflicting report of information or any other errors or inaccuracies that may come to the attention of the Applicant, in the course of trading.
5.29	<p>The Applicant shall be deemed to have received and shall be bound by any notification or acknowledgement given by the Bank on the Online Trading concerning the carrying out or execution of the Applicant's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Applicant.</p>
5.30	<p>The Bank reserves the right to determine the validity of the Applicant's objection to a transaction arising from, but not limited to, the above. Should the Applicant fail to notify the Bank in the time specified above of the occurrence of any of the above incidents, neither the Bank nor any of its information or system providers, licensors, employees or agents, shall be responsible and/or liable to the Applicant or any other party whose claim may arise through the Applicant for any claims with respect to handling, mishandling or the loss of any order.</p>

	<p>5.31 All notifications in relation to the Clause 5.28 must be sent directly to Affin Hwang Investment Bank Berhad (Securities Division) at Levels 2, 3, 4, 5 & 7, Wisma Sri Pinang, 60 Green Hall, 10200 Penang, or communicated to our Customer Service by telephone no. 04-263 6996 or facsimile no. 04-263 9597 respectively, or e-mail us at support@affinhwang.com or eservices@affinhwang.com</p> <p>Confidentiality</p> <p>5.32 The Applicant shall be responsible for the confidentiality and the use of the Access Codes. The Applicant further accepts full and absolute responsibility for all orders entered through and under the Access Codes. The Bank agrees that it will not divulge the same to any third party without the prior approval of the Applicant unless it is required to do so by the operation of law and/or where disclosure is necessary for the purpose of performing its obligations under the Agreement.</p> <p>Online Global Trading</p> <p>5.33 The Applicant wishes to trade online using the Applicant's existing trading account(s) maintained with the Bank in securities listed on foreign stock exchanges with the foreign parties that are providing Global Trading portal services to the Bank.</p> <p>5.34 The Applicant has been furnished with and hereby confirms that the Applicant has read and understood all the terms and conditions imposed by the Bank's Correspondent Broker which are available at Bank's Global Online Trading web portal and hereby accepts and agrees to be bound by them.</p> <p>5.35 The Applicant further agrees to abide by the rules, regulations, by-laws, directives of Bursa Securities, any other regulatory authorities or such other stock exchanges whether in Malaysia or elsewhere as may be amended, revised and supplemented from time to time and applicable to the Applicant.</p> <p>5.36 The Applicant also hereby agrees to the following terms and conditions:-</p> <ul style="list-style-type: none"> (a) All receipts and/or payments in foreign currencies must be made through interbank or telegraphic transfer only. Any bank charges payable shall be borne exclusively by the Applicant. Foreign currencies in the form of cash and bank drafts are not acceptable over the counter. (b) All fees, costs and expenses (including but not limited to the subscription fees) incurred or payable, whether directly or indirectly, in connection with the Bank's provision of cross border securities trading facility to the Bank shall be borne by the Applicant. The Applicant hereby agrees to indemnify the Bank and to keep indemnified against any loss, damage, fees, costs and expenses that the Bank may incur or suffer arising from or in connection with the Bank's provision of such facility to the Applicant. (c) Funds must be available in the respective currency trust account at least one (1) business day before the purchase date for all transactions involving the purchase of securities. (d) The Bank will credit the Applicant's respective currency trust account on due date for all transactions involving the sale of securities. (e) Any cross currency settlement of trades and/or withdrawal from the trust account shall be subject to currency conversion and the exchange rate shall be based on the date of instruction and the Bank shall not be liable in any way for any foreign exchange losses whatsoever. (f) The Applicant shall be required to instruct the Bank by giving one (1) business day's notice for any cross currency settlement and/or withdrawal from the trust account. <p>5.37 The terms and conditions contained herein shall be construed as in addition to and not in derogation of the terms and conditions of Global Trading stated in the Clause 4 above.</p>
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PART IV(A) OF THE AGREEMENT**DECLARATION BY APPLICANT (applicable to Securities and Derivatives trading applicants, unless otherwise stated)****1. ACCEPTANCE OF TERMS AND CONDITIONS**

- 1.1 The Applicant declares that he/she is over 18 years of age and that he/she is not a bankrupt nor has any pending bankruptcy proceeding against the Applicant and that the Applicant has no criminal or adverse credit records at any time to date. The Applicant further confirms that the Applicant has full authority to enter into this contract and that any deficiency in the Applicant's declaration and/or legal standing shall not absolve the Applicant from any liabilities stated herein.
- 1.2 Applicant undertakes that the Applicant is not and will not be in violation of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and such other rules, regulations and policies pertaining to anti-money laundering/counter-terrorism financing in force in Malaysia ("AML Laws") from time to time and agrees to forthwith provide any information and documents pertaining to the Applicant to the Bank as may be required for compliance with AML Laws;
- 1.3 Any reference to a statutory enactment or provision shall include that enactment or provision and any regulations by-laws and guidelines made or issued in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into between the parties herein and shall include any past statutory enactment or provision or regulation (as from time to time modified or re-enacted) which such enactment or provision or regulation has directly or indirectly replaced.
- 1.4 The Applicant acknowledges and agrees to abide by all terms and conditions imposed by the Bank relating to the services extended to the Applicant herein and/or the Applicant's Account and that the Bank may at any time or from time to time impose or vary such terms and conditions in its sole and absolute discretion including but not limited to terms and conditions which may be imposed pursuant to the requirements of Foreign Account Tax Compliance Act of the United States of America ("FATCA"), Automatic Exchange of Financial Account Information Rules 2016 pursuant to the requirements of Organisation for Economic Co-operation and Development ("OECD") (also known as Common Reporting Standard "CRS") or other rules and regulations as may be imposed upon the Bank ("Terms and Conditions"), without prior or further reference to the Applicant. Upon the imposition or amendment being posted by the Bank on its website and/or the Applicant being notified by other means, notice of the same shall be deemed to have been effected at the time when the notice is posted on the Bank's website. Upon the effective date of notice, the new or amended terms and conditions imposed by the Bank shall be deemed binding on the Applicant from the date of notice being effected. The relevant provisions of this Agreement shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.
- 1.5 In the event of any conflict between these Terms and Conditions and any of the supplementary terms and conditions or declaration(s) made by Applicant in the Applicant's application(s) for such other Accounts with the Bank, such supplementary terms and conditions or declaration(s) shall prevail.
- 1.6 The Terms and Conditions shall be binding on the heirs, estate, representatives and/or successors in title of the Applicant and the Bank. The Applicant further undertakes that the Applicant shall not assign the Applicant's rights and liabilities under this Agreement or the Account, to any third party. The Applicant hereby expressly consents to the Bank assigning or transferring any of its rights and obligations under this Agreement or any contract hereunder to any other party, without any reference to the Applicant.
- 1.7 The rights and obligations of the Bank shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being, and similarly the liabilities and/or obligations of the Applicant shall continue to be valid and binding for all purposes whatsoever and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Applicant shall in any way affect the liabilities and/or obligations of the Applicant in relation to any transactions whatsoever, whether past, present or future.
- 1.8 In these terms and conditions, unless there is something in the subject or context that is inconsistent with such construction or unless it is otherwise expressly provided:
- (a) words denoting persons include corporations and vice versa and include their respective heirs, estate, personal representatives, successors in title or permitted assigns;
 - (b) any reference to "securities" includes any securities or rights, monies, interests, entitlement and property whatsoever which may at any time be accrued to the Applicant, or for which the Applicant is entitled to, under any rights, bonus, distribution or other issue, or dividends, or monies received under or attributable to any such securities;
 - (c) any reference to a "business day" is to a day whereby the Bursa Securities, Bursa Derivatives or the Specified Exchanges is/are open for business, where applicable;
 - (d) if any period of time 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 if any period of time falls on a day, which is not a business day, then that period is deemed to expire on the previous business day;
 - (e) words and phrases, definitions of which are given in the CMSA, shall be construed as having the meaning thereby attributed to them, but excluding any statutory modification thereof not in force at the date of this Agreement;
 - (f) any reference to "pay" includes payments made in cash or by way of bank drafts or effected through inter-bank transfers to the account of the payee, giving the payee access to immediately available, freely transferable and cleared funds; and
 - (g) any reference to these terms and conditions or any provisions in these terms and conditions shall include all amendments and modifications made to these terms and conditions from time to time.
- 1.9 Indulgence given by the Bank shall not constitute a waiver of any rights of the Bank. Knowledge or acquiescence by the Bank of, or in, any breach of any of the provisions of this Agreement, or the failure of, or delay by, the Bank to insist on strict compliance with any terms or conditions herein, shall not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such

	<p>knowledge, acquiescence, failure or delay, the Bank shall remain entitled to exercise its rights and remedies under this Agreement, and at law, and to require strict performance of all of the provisions of this Agreement.</p> <p>1.10 In the event that any one (or more) of the provisions herein is unenforceable for whatever reason, all other provisions herein shall remain valid and unaffected and a provision which is valid and enforceable and achieves to the greatest extent possible the objectives of such illegal, void, invalid or unenforceable provision, will be substituted in its place.</p> <p>1.11 Time wherever mentioned shall be of the essence of this Agreement.</p> <p>1.12 The Applicant irrevocably submits to the jurisdiction of the Courts of Malaysia and the terms and conditions herein shall be governed by and construed according to the laws of Malaysia.</p> <p>1.13 The information provided by the Applicant in this application is complete, true and correct in all respects and that the Applicant has not withheld any material fact and information and undertakes to update the Bank of any changes to the information given.</p> <p>1.14 The Applicant further declares that the source of funds for the transaction(s) under the Account is derived from lawful means.</p> <p>1.15 The Applicant declares that the information provided hereunder is not intended to amount to or constitute investment, tax or legal advice by the Bank.</p> <p>1.16 The Applicant agrees to provide additional information or documentary proof as and when required by the Bank. The Applicant also authorises the Bank to obtain any other information from any sources as the Bank may in its sole discretion deem appropriate.</p> <p>1.17 The Applicant has read and understood the terms and conditions and information contained in Part I (applicable to Securities only) and Part II (applicable to Derivatives only) and accepts and agrees to be bound by them.</p> <p>1.18 The Applicant has read and understood the terms and conditions and information in relation to the Memorandum of Deposit of Securities contained in Clause 4 of the Part I (applicable to Securities only) and agrees to be bound by them.</p>
2.	APPOINTMENT AND AUTHORISATION
	<p>Authorisation Given To DR / FBR & the Bank's Officers</p> <p>2.1 The Applicant hereby appoints and authorises the DR and/or such other DR (and/or other Registered Representatives) who the Applicant's DR deems fit; and/or (ii) the Applicant's FBR (as stipulated in Part F of the Trading Account Application Form), including their assistant, to collect CDS Account documents, cheque and such other documents in relation to the Account, to apply for withdrawal of trust deposit or available funds maintained in the Account and to do such acts on the Applicant's behalf in relation to the Account unless such documents have not been released by the Bank pursuant to Clause 6 below or the act is not permitted by Malaysian laws.</p> <p>2.2 The Applicant hereby authorises and consents to the Bank, its authorised officers and the Applicant's DR/FBR to enquire into and have full access to the Applicant's Account and to disclose all or part of the Applicant's stock portfolio to the Applicant's DR/FBR or to the authorised officers of the exempt dealers, as the case may be, for the purpose of facilitating the Applicant's sale or purchase of securities transactions and/or derivatives contracts. The Applicant hereby confirms that this authorisation shall be valid for an indefinite period (this authorisation shall bind the Applicant's successor-in-title) until revoked by the Applicant in writing and duly acknowledged by the Bank. The Applicant agrees that neither the Bank nor its employees or authorised officers or agents will be responsible for the accuracy, correctness, completeness, timeliness or sequence of the securities balance and/or derivatives contracts, nor are they liable for any delays in delivering the securities balance, or any part thereof to the Applicant or the Applicant's DR/FBR.</p> <p>2.3 The Applicant understands that this could give rise to risks of the documents and cheques being lost, misappropriated or otherwise mishandled while they are in the custody of the Applicant's DR/FBR and/or their assistant.</p> <p>Authorisation of Conducting Credit Reference Checks</p> <p>2.4 The Applicant confirms that the Applicant consents to the Bank conducting credit checks on the Applicant and the Applicant authorises the Bank to disclose the Applicant's personal data(s) (as defined under the Personal Data Protection Act 2010 ("PDPA")) to Bank Negara Malaysia's Credit Bureau via Central Credit Reference Information System ("CCRIS"), CTOS Data Systems Sdn. Bhd. ("CTOS"), Financial Information Services Sdn. Bhd. ("FIS"), Credit Bureau Malaysia Sdn. Bhd. ("CBM") and/or all other credit agencies not mentioned herein which are registered under the Credit Reporting Agencies Act 2010 ("CRAA") in Malaysia (collectively, the "Agencies") to conduct credit reference / reporting checks on the Applicant from time to time in connection with the application, distribution, provision of facilities, products, services or transactions, regardless of whether the relationship between the Bank and the Applicant has been terminated and/or an event of default under the facility, product, service or transaction with the Bank has occurred.</p> <p>2.5 The Applicant agrees that the purpose indicated by the Bank of a legitimate interest to request for the Applicant's report and information shall be sufficient and adequate proof of a valid purpose within the meaning of the CRAA.</p> <p>2.6 The Applicant consents to the Agencies, to process, disclose and release the Applicant's credit report and information to the Bank and/or its legal representatives without any further reference to the Applicant, for the purposes of enabling the processing of a facility, product, service or transaction offered by the Bank to the Applicant to whom the Applicant has agreed to provide security and any related processes arising therefrom, including but not limited to:</p> <ul style="list-style-type: none"> (a) credit evaluation, monitoring, credit review; (b) opening of account(s) with the Bank; and (c) debt recovery purposes and other legal proceedings. <p>2.7 Where the Bank requires any such processing to be further processed by its Head Office, subsidiaries or any processing centre located outside Malaysia, the Applicant hereby gives his/her/its consent to the Agencies as mentioned under Clause 2.4 to make such disclosure of the Applicant's credit report to the said Head Office, subsidiaries or the processing centre located outside Malaysia.</p>

	<p>2.8 The Applicant agrees that this consent shall be:-</p> <ul style="list-style-type: none"> (a) on a continuing basis and shall be effective at any time and from time to time; (b) applicable whether or not such credit reference information is confidential information or in the public domain; (c) irrevocable and unconditional; (d) cover all financing / facilities already granted or to be granted by the Bank to the Applicant or any third party / parties in respect of which the Applicant is the security provider; and (e) cover all existing or future accounts of whatsoever nature and description at any business premises of the Bank, wherever located. <p>Consent to Bursa Depository</p> <p>2.9 The Applicant agrees and consents to the disclosure by Bursa Depository to the Bank, and to such agents, service providers and sub-contractors of the Bank as informed by the Bank to Bursa Depository, of information or documents relating to the Applicant's affairs and in particular relating to the Applicant's securities account(s). This consent shall be valid until revoked by the Applicant in writing and duly acknowledged by the Bank. The Applicant releases Bursa Depository and the Bank from any loss or liability arising from or in connection with this authorisation, except for loss or liability the Applicant may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository and/or the Bank.</p> <p>Indemnity Arising from Acting In Accordance With the Authorisation</p> <p>2.10 The Applicant shall assume all responsibilities or liabilities whatsoever for any direct or consequential losses arising from or in connection with the Bank acting in accordance with the Applicant's authorisation. The Applicant further agrees to indemnify the Bank against all actions, claims, demands, damages, costs, charges and expenses which the Bank may sustain, incur and be liable for as a result of or in consequence of or in connection with the Bank acting in accordance with this authorisation.</p> <p>2.11 Notwithstanding this authorisation, the Applicant hereby agrees that the Bank shall have the absolute right and discretion not to act on this authorisation without further reference to the Applicant whereupon the Applicant shall absolve the Bank of all liabilities and claims as a result of it exercising such right and discretion.</p>
3.	<p>CONSENT AND AUTHORISATION PURSUANT TO DELIVERY OF CONTRACT NOTES AND OTHER DOCUMENTS THROUGH ELECTRONIC</p> <p>3.1 The Applicant hereby consents and authorises the Bank and its authorised officer to issue and deliver contract notes or statements, monthly statements and any documents and any other notices ("said documents") by way of electronic including posting the said documents at the Bank's website portal and sending the said documents to the Applicant through email ("eStatement").</p> <p>3.2 The Applicant hereby confirms that this consent shall be valid for an indefinite period until revoked by the Applicant in writing or via electronic and duly acknowledged by the Bank. The Applicant acknowledges that the Bank may cancel the eStatement service without providing any reasons and/or prior notices to the Applicant.</p> <p>3.3 The Applicant hereby acknowledges, accepts and assumes the risks associated with the transfer of the said documents by way of electronic and/or delivery, including but not limited to delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond the Bank's control or anticipation and/ or inherent risks in transmitting the said documents by way of electronic. The Applicant shall not dispute or challenge the validity, enforceability or admissibility of any documents issued and delivered by way of electronic.</p> <p>3.4 In the event of systems failure, the Applicant hereby consents to receive the said documents via post or fax or such other means as the Bank deems fit and appropriate.</p> <p>3.5 The Applicant acknowledges that any said documents delivered by way of electronic shall be deemed to be duly served on the Applicant on the day such communication was made.</p> <p>3.6 Notwithstanding the delivery of the said documents by way of electronic, the Applicant will continue to be bound by the same terms and conditions as if the said documents were delivered to the Applicant in physical form and assume any inherent risks in respect of the delivery of the said documents via electronic such as risks associated with unauthorised access to the Applicant's email account, interrupted access to the Applicant's email account or the Bank's website portal, non-receipt of undelivered email notification by the Bank.</p> <p>3.7 The Applicant agrees to pay a statement fee (which is subjected to revision from time to time) to the Bank for any requests of hardcopy statements.</p>
4.	<p>AUTHORISATION PURSUANT TO SECTIONS 113 AND 118 OF THE CAPITAL MARKETS AND SERVICES ACT 2007 ("CMSA")</p> <p>4.1 The Applicant agrees, consents, directs and authorises the Bank to withdraw the Applicant's assets (including monies) from the trust account or the client's segregated account and place and/or invest all or part of same in deposit accounts with institutions licensed under the Financial Services Act 2013, in short term placements, money markets and/or such other financial instruments deemed fit and proper ("Permitted Investment") by the Bank.</p> <p>4.2 The Bank is further authorised by the Applicant to deal with the interest and/or profit derived from the Permitted Investment (if any). The Bank shall pay to the Applicant such interest and/or profit as it may determine in relation to such Applicant's assets after taking into account any withholding tax and charges & expenses incurred by the Bank in maintaining the trust account or the client's segregated account PROVIDED FURTHER, that:</p> <p><i>Applicable for securities trading:</i></p>

	<p>(i) No interest and/or profit shall be paid to the Applicant where the monies in the Applicant's trust account are less than Ringgit Malaysia Five Thousand (RM5,000.00).</p> <p><i>Applicable for derivatives trading:</i></p> <p>(ii) No interest and/or profits shall be paid to the Applicant where the excess funds (i.e. equity less initial margin) in the Applicant's account are less than Ringgit Malaysia Thirty Thousand (RM30,000.00); or</p> <p>(iii) Where the Bank has accepted the use of collaterals to cover the Applicant's margins, no interest shall be paid for any excess funds in the Applicant's account.</p> <p>4.3 The Applicant agrees and acknowledges that any interest and/or profit paid by the Bank to the Applicant may be less than that received by the Bank. The interest and/or profit rate is published in the Bank's website at https://einvest.affinhwang.com and shall be subjected to changes from time to time without prior notification to the Applicant.</p>
5.	<p>DECLARATION PURSUANT TO THE FOREIGN EXCHANGE ADMINISTRATION RULES ("FEA RULES") ISSUED BY BNM, FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") AND COMMON REPORTING STANDARD ("CRS")</p> <p>FEA Rules</p> <p>5.1 The Applicant is aware that, for purposes of funding the Applicant's trading in non-ringgit securities and/or derivatives contracts, the Applicant shall at all times comply with the relevant notices on FEA Rules issued by BNM.</p> <p>5.2 Where applicable, the Applicant who is a non-resident acknowledges and shall at all times use the approved modes of payment to make payment to the Bank and shall comply with the relevant FEA Rules.</p> <p>FATCA and CRS</p> <p>(Where applicable) Authorisation and Undertakings:</p> <p>5.3 Under penalties of perjury, the Applicant declares that the Applicant has examined the information contained in the Agreement relating to FATCA and that the information provided is true, correct, reliable and complete.</p> <p>5.4 The Applicant hereby authorises the Bank to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Bank for tax purposes, a copy of the Agreement or where applicable, the Form W-9 and to disclose to such tax authorities or such party any additional information that the Bank may have in its possession that is relevant to the Applicant's qualification for any benefits claimed on the basis of this declaration.</p> <p>5.5 The Applicant hereby acknowledges and agrees that information contained in the Agreement and information regarding income and/or monies paid or credited to or for the benefit of the Applicant's Account(s) may be reported to the tax authorities of the country in which such income and/or monies arise and that those tax authorities may provide the information to the country or countries in which the Applicant is a resident for tax purposes.</p> <p>5.6 The Applicant hereby authorises the Bank to provide, directly or indirectly, a copy of the Agreement and information regarding income and/or monies paid or credited to or for the benefit of the Applicant's Account(s) to:</p> <ul style="list-style-type: none"> (i) any person that has control, receipt, or custody of income and/or monies to which the Agreement relates; (ii) any person that can disburse or make payments of income and/or monies to which the Agreement relates; or (iii) any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes. <p>5.7 The Applicant hereby certifies that the Applicant is the beneficial owner of all the income and/or monies to which the Agreement relates or the Applicant is using the Agreement to document itself as an individual or entity that is an owner of an account or accounts held at the Bank.</p> <p>5.8 The Applicant hereby undertakes to notify the Bank within thirty (30) days of any change in circumstances that affect the tax residency status of the Applicant or cause any declaration in the Agreement to become incorrect or incomplete (including any changes to the information given) and to provide the Bank an updated self-certification form and declaration (in the format prescribed by the Bank) within thirty (30) days of such change in circumstances.</p> <p>5.9 The Applicant hereby irrevocably and unconditionally undertakes to fully indemnify the Bank against all claims, proceedings, liabilities, costs, charges and expenses which the Bank may incur at any time as a consequent of any information supplied and/or omitted to be supplied by the Applicant (including any update of, or supplement to, information already provided) being or being alleged to be misleading and/or deceptive in any respect.</p>
6.	<p>DECLARATION PURSUANT TO THE PRIVACY NOTICE, PDPA & CONSENT FOR DISCLOSURE OF APPLICANT'S INFORMATION</p> <p>Privacy Notice</p> <p>6.1 The Applicant hereby confirms that the Applicant has read, understood and agreed to be bound by the Bank's Privacy Notice which governs the processing of the Applicant's personal information. For the avoidance of doubt, the Applicant agrees that the said Privacy Notice shall be deemed to be incorporated and forms part of the Agreement and the Applicant shall be deemed to have given his/her/its consent for the disclosure of the Applicant's personal information and/or information related to the Applicant's Account to and/or by the Bank, regardless whether the Account has been terminated and/or an event of default under the Account has occurred and whether such disclosure is made to the relevant party in or outside of Malaysia.</p> <p>6.2 The Applicant understands that in the course of the Bank's business operations, the Bank may need to disclose the Applicant's information to third parties. The Applicant further understands that the Bank has in place measures to protect the Applicant's information in compliance with the PDPA and the manner of how the Bank uses, processes and discloses the Applicant's information is outlined in</p>

	<p>the Bank's Privacy Notice, a copy of which has been posted to the Applicant and/or is available at the Bank's website at www.affinhwang.com.</p> <p>6.3 Whilst the Bank exercises care in disclosing the Applicant's information to third parties, the Bank will not be liable to the Applicant or any third party for wrongful handling or disclosure of the Application's information to any other persons.</p> <p>6.4 The Applicant hereby agrees to indemnify and holds harmless the Bank, its directors, agents, DR/FBR or any relevant person acting on the Bank's instructions in relation to any alleged or actual loss, claim, damages, and/or demands arising out of or in relation to the disclosure of Applicant's personal information pursuant to this Clause and/or the said Privacy Notice.</p> <p>PDPA Relating to Third Parties' Information</p> <p>6.5 In the event that the Applicant provides the Bank with the personal and financial information relating to any third parties, for the purposes of opening one or more accounts, obtaining facilities with the Bank and/or operating the said accounts/facilities, the Applicant hereby confirms and warrants that the Applicant has obtained the necessary consent from the said third parties and/or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with the Agreement, and the Applicant hereby undertakes to procure the necessary consent from the said third parties and to provide a copy of the Bank's Privacy Notice (which is available at www.affinhwang.com) to the said third parties for the Bank to provide the said third parties with information on the Bank's products, services and/or offers which may be of interest and/or financial benefit to them. Where such information is provided to the Bank, the Applicant agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial information relating to the said third parties.</p> <p>6.6 The Applicant hereby agrees to notify such third parties in writing of the personal data notice available at Bursa Malaysia's website at www.bursamalaysia.com.</p> <p>6.7 Should the aforesaid consent be subsequently revoked by any of the said third parties, the Applicant agrees that the Bank shall have the discretion to terminate the Agreement in accordance with the terms of the Agreement without recourse by the Applicant against the Bank.</p>
7.	DECLARATION PURSUANT TO THE ONLINE TRADING
	<p>7.1 The Applicant accepts and agrees to be bound by the terms and conditions of the Bank's online trading system for securities and/or derivatives trading ("Online Trading") including the terms and conditions appearing on the Bank's website and such additions and amendments made from time to time by the Bank at its sole discretion without further reference to the Applicant.</p> <p>7.2 The Applicant agrees to pay such fees and charges on all outstanding sums, taxes and license fees (if any) which may be imposed by the Bank from time to time in respect of the Bank's Online Trading.</p> <p>7.3 The Applicant acknowledges that the provision to the Applicant of the access to Bank's Online Trading shall not be construed as an offer, invitation or solicitation by the Bank to purchase or sell securities and/or trading in derivatives contracts.</p> <p>7.4 The Applicant agrees to make the Applicant's own independent evaluation of the investment merits that is suitable for the Applicant and such information appearing on or provided through Bank's Online Trading not be deemed to be a solicitation of a transaction by the Bank. Any such information is not to be taken as substitution for the exercise of judgment and discretion by the Applicant or as substitution for professional advice.</p> <p>7.5 The Applicant agrees that neither the Bank nor any of its employees or agents guarantees the correctness, accuracy, completeness, timeliness or correct sequencing of any such data, information or messages disseminated, nor are they liable for any delays or errors in the transmission or delivery of data, information or message, or any part thereof.</p>
8.	DECLARATION PURSUANT TO THE SHARE MARGIN FINANCING (applicable to Securities trading applicants)
	<p>8.1 The Applicant requests the Bank to approve the application for the share margin financing/IPO/ESOS financing facility and, if approved, the Applicant authorises the Bank at its absolute discretion and at the Applicant's costs and expenses, to register and/or transfer securities to be deposited with the Bank's authorised nominee(s) ("the Nominee").</p> <p>8.2 The Applicant authorises the Bank to open a share margin financing/IPO/ESOS securities trading account in the name of the Nominee for the Applicant and in the event that the Applicant requests the Nominee to open a CDS Account with the Bank in the name of the Nominee for the Applicant, the Applicant shall be the ultimate and absolute beneficial owner of the said CDS Account.</p> <p>8.3 The Applicant agrees to abide by the rules and regulations of Bursa Securities, Bursa Depository and other relevant regulatory bodies and as maybe amended/revised from time to time governing the use of the CDS Account.</p>
9.	DECLARATION PURSUANT TO THE CONTRA GUIDELINES (applicable to Securities trading applicants)
	<p>9.1 The Applicant agrees to abide the contra guidelines issued by the Bank pursuant to Rules of Bursa Securities for settlement of purchase contracts by way of contra against a corresponding sales contract as set out below:</p> <p>9.1.1 Contra settlement of contract is only allowed for purchase and sale contracts of a similar security and for a similar quantity done.</p> <p>9.1.2 Contra is only allowed for contracts done on a ready basis.</p> <p>9.1.3 The Bank reserves the right not to accept settlement by way of contra without having to assign any reasons thereto.</p>

	<p>9.1.4 Settlement by contra may only be effected not later than contract due date after the contract date (or other settlement due date in line with the settlement cycle prescribed by Bursa Securities) except for subsequent sales to close off a purchase position or pursuant to a selling-out exercise.</p> <p>9.1.5 Under normal circumstances, the Bank will automatically contra all outstanding purchase positions against any subsequent sales of the same securities.</p> <p>9.1.6 A contra statement shall be issued to Applicants detailing the buy and sell contracts that have been contra-ed and the balance due, if any.</p> <p>9.1.7 The Bank shall settle any contra gains to the Applicant within three (3) market days from the date of contra. Applicants are required to settle contra losses due to the Bank within 3 market days following the date of such contra.</p> <p>9.1.8 Interest is charged on unpaid contra losses for each calendar day from the market day after contract due date of the date of contra. The interest rate will be determined by the Bank from time to time.</p> <p>9.1.9 For purchase contracts settled by contra, interest is charged daily on the contract value for the funding period. For example, for each calendar day from the market day after contract due date of the purchase contract to contract due date of the corresponding sales contract subject to any grace period as may be determined by the Bank from time to time. The number of calendar days can be changed in line with the settlement cycle prescribed by Bursa Securities.</p> <p>9.1.10 The Bank reserves the right to waive, vary or change the interest charge on contra transactions or the rate thereof.</p> <p>9.1.11 All contra losses shall be netted off against contra gains and other credit items due from the Bank.</p>
10.	<p>DECLARATION PURSUANT TO THE STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT (applicable to Securities trading applicants)</p>
	<p>10.1 The Applicant has read and clearly understood the fundamental facts of the Structure Warrants Risk Disclosure Statement as set out below: As defined in the Bursa Securities' Directive On Minimum Standards And Conduct Of Participating Organisations For Trading In Structured Warrants, "Structured Warrants" means individually or collectively as the context may require, call warrants, put warrants, basket warrants, bull equity-linked structures or such other structures that may be specified by Bursa Securities from time to time.</p> <p>10.1.1 This statement is provided to the Applicant in accordance with the Directives of the Rules of Bursa Securities.</p> <p>10.1.2 The purpose of this statement is to inform the Applicant that the risk of loss in purchasing Structured Warrants can be substantial. The Applicant should therefore assess if the purchase of Structured Warrants is suitable for the Applicant in the light of the Applicant's financial circumstances. In deciding whether to purchase Structured Warrants, the Applicant should be aware of the following:</p> <ul style="list-style-type: none"> (i) The purchase of a Structured Warrant is subject to risk of losing the full purchase price of the Structured Warrants and all transaction costs; (ii) In order to realise any value from a Structured Warrant, it is necessary to sell the Structured Warrants or exercise the Structured Warrants on or before their expiry dates; (iii) Under certain conditions, it may become difficult to sell the Structured Warrants; (iv) Upon exercise of the Structured Warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issue of the Structured Warrants; (v) Placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Applicant's losses to the intended amount. Market conditions may not make it possible to execute such orders; and (vi) The high degree of leverage that is obtainable from Structured Warrants because of the small initial outlay can work against the Applicant as well as for the Applicant. The use of leverage can lead to large losses as well as gains. <p>10.2 This brief statement cannot disclose all the risks and other aspects of purchasing Structured Warrants. The Applicant should therefore carefully study the terms and conditions of any Structured Warrants before the Applicant decides to purchase. If the Applicant is in doubt in relation to any aspect of this statement or the terms of a Structured Warrant, the Applicant should consult his/her/its DR or the Bank.</p>
11.	<p>DECLARATION PURSUANT TO THE INTRADAY SHORT SELLING ("IDSS") RISK DISCLOSURE STATEMENT AND TERMS AND CONDITIONS OF SECURITIES BORROWING FOR IDSS (applicable to Securities trading applicants)</p>
	<p>The Applicant has read and clearly understood the fundamental facts of the IDSS Risk Disclosure Statement, read together with the terms and conditions of securities borrowing for IDSS, as set out below:</p> <p>11.1 IDSS Risk Disclosure Statement</p> <p>11.1.1 This statement is provided to the Applicant in accordance with the directives of the Rules of Bursa Securities.</p> <p>11.1.2 IDSS refers to the short selling of Approved Securities with a view to closing off the short position within the same day, if the same is carried out in accordance with Part D of Chapter 8 of the Rules of Bursa Securities.</p>

11.1.3	The Applicant should have full understanding of the requirements pertaining to IDSS before engaging in the same. The Applicant should evaluate his/her/its own financial position, risk tolerance and investment experiences while taking into account the following risk factors before engaging in IDSS.
11.1.4	<p>Types of Risk:</p> <ul style="list-style-type: none"> (i) Investment risk: The Applicant should assess the investment risks arising from price fluctuation if the Applicant chooses to engage in IDSS. In the event the securities price increases instead of decreases, IDSS may lead to extraordinary losses, because the Applicant may have to purchase the securities at a very high price in order to cover a short position. (ii) Trading costs: The Applicant should understand the trading costs resulting from frequent trading activities. (iii) Risks of failure to close off with a buy position on the same day as the short selling: <ul style="list-style-type: none"> (a) The Applicant should assess the securities the Applicant will need to purchase to close off the short position before the end of day, and may need to prepare sufficient funds for settlement in the event of failure of opposite offsetting. The funds include but not limited to the cost of borrowing and the cost to purchase securities above the market price in the event of buying-in for the settlement of an uncovered position. (b) It may become difficult for the Applicant to buy back the securities to close off a sell position at the end of a trading day. Failure to close off the sell position will be deemed as non-compliance with the Rules of Bursa Securities and appropriate enforcement action maybe be taken against you.
11.1.5	This brief statement cannot disclose all the risks and other significant aspects of executing IDSS. The Applicant should carefully study the requirement pertaining to IDSS, gain an understanding of other possible affecting factors, and perform a well-thought financial planning and risk evaluation before engaging in this activity. If the Applicant is in doubt in relation to any aspect of this statement, the Applicant should consult the Applicant DR or the Bank.
11.2	<p>Terms and Conditions of Securities Borrowing for IDSS</p> <p>The following terms and conditions shall govern the securities borrowing transaction should the Applicant wish to borrow securities to cover any potential failed trade to deliver securities arising from a sale transaction:</p>
11.2.1	<p>Loan of Securities</p> <ul style="list-style-type: none"> (i) The Applicant ("the Borrower") may, from time to time, orally or in writing authorise the DR to initiate a securities borrowing request to avoid potential failed trade and deliver the securities borrowed to Bursa Malaysia Securities Clearing Sdn Bhd to fulfill the delivery obligation of a sale trade ("Potential Failed Sale Trade"). (ii) The Borrower agrees that the quantity of the securities borrowed ("Loaned Securities") shall not exceed the quantity of the securities where delivery to Bursa Securities for settlement will fail without the borrowing. (iii) The Borrower agrees the quantity of securities borrowing, the quantum and basis of the borrowing fees maybe different and/or amended from time to time. (iv) The loan of the securities borrowing ("Loan") shall commence when the securities are transferred to the Borrower's securities account. (v) The Borrower agrees that the borrowing request shall be subjected to the Bank's discretion and approval.
11.2.2	<p>Collateral</p> <ul style="list-style-type: none"> (i) The Borrower authorises the Bank to withhold the proceeds from the Potential Failed Sale Trade as collateral to the Loan. (ii) If the proceeds are not sufficient to cover the Loan Fees mentioned in the item 11.2.3 below or any costs or charges incurred by the Bank, the Bank has the right to demand for the outstanding Loan Fees, costs or charges due from the Borrower (including initiating legal action in court).
11.2.3	<p>Loan Fees</p> <ul style="list-style-type: none"> (i) The Borrower agrees to pay the Bank the fees to the Loan ("Loan Fees") which shall include the following items: <ul style="list-style-type: none"> (a) Borrowing Fee The Borrowing Fee shall be calculated based on five (5) tick sizes as stipulated by Bursa Malaysia Participating Organisations' Trading Manual where buying-in prices shall be based on, and 0.5% of the value of the Potential Failed Sale Trade plus the five (5) tick sizes stated above or a minimum fee of RM150, whichever is higher. The Borrowing Fee shall accrue from and including the date on which the Loaned Securities are transferred to the Borrower, but excluding, the date on which such Loaned Securities are returned to the Bank (herein after referred to as "Loan Period"); (b) Bursa Intermediary Fee payable to Bursa Securities through the Bank, which is 0.04% per annum of the Loan value for the Loan Period, calculated daily based on the closing price of the Loaned Securities or Ringgit Malaysia Two Hundred (RM200), whichever is higher; (c) Borrowing Representative Fee which is 0.04% per annum of the Loan value for the Loan Period, calculated daily based on the closing price of the Loaned Securities or Ringgit Malaysia Two Hundred (RM200), whichever is higher;

	<p>(d) Bursa Securities Transfer Fee of Ringgit Malaysia Forty (RM40.00);</p> <p>(e) Goods and Services Tax ("GST") of all the fees where the rate may be changed by the Government of Malaysia from time to time. The rate of GST is currently zero (0%); and</p> <p>(f) Such other fees that may be payable by the Borrower from time to time.</p> <p>(ii) The Loan Fees payable hereunder shall be payable on the day the Loan Securities are returned. The Borrower authorises the Bank to deduct the Loan Fees from the Borrower's trust money maintained in the Retail Trust Account. Should the Borrower fail to pay the fee on the payable date, an interest of Eight Percent (8%) per annum shall be charged on the amount not paid.</p> <p>11.2.4 Termination of the Loan</p> <p>(i) The Loan is deemed terminated when the Borrower returns the Loan Securities by transferring the securities to the Bank designated securities account.</p> <p>(ii) The Borrower agrees to return the Loan Securities within six (6) market days from the date of the Potential Failed Sale Trade, failing which the Bank has the right, but not obligated, to purchase the Loan Securities from the market at prevailing market price without notification to the Borrower.</p> <p>11.2.5 Distributions and Corporate Actions</p> <p>(i) The Bank, as the Lender, shall be entitled to receive all distributions made on or in respect of the Loan Securities which are not otherwise received by the Bank, to the full extent it would be so entitled if the Loan Securities had not been lent to Borrower.</p> <p>(ii) Any cash distributions made on or in respect of the Loan Securities, which the Bank as the Lender is entitled to receive shall be paid by the Borrower to the Bank on the date of termination of the Loan, in an amount equals to such cash distribution. Non-cash distributions which the Bank is entitled to receive shall be added to the Loan Securities on the date of termination of the Loan and shall be considered such for all purpose, Borrower shall forthwith transfer the same to the Bank.</p>
12	DECLARATION PURSUANT TO THE DISCRETIONARY FINANCING (applicable to Securities trading applicants)
	<p>Discretionary Financing allows the Applicant to extend the settlement due date of eligible purchase contracts up to the seventh market day following the contract date ("T+7") ("DF").</p> <p>12.1 Applicant has read and clearly understood and undertook to abide by all rules, regulations, guidelines and directives issued by the relevant regulatory bodies or which may or are in force from time to time in respect of the DF. The Applicant further agrees to comply with the rules, directives, policies, procedures and conditions stipulated by the Bank (whether or not notified to the Applicant) in relation to the operation of the DF facility.</p> <p>12.2 Eligible Contract</p> <p>12.2.1 Purchase contracts which are eligible for DF ("Eligible Contracts") must fulfill the following criteria: -</p> <p>(a) Securities listed on Bursa Securities;</p> <p>(b) Settlement currency is Ringgit Malaysia; and</p> <p>(c) ready basis contract</p> <p>The above criteria for Eligible Contracts may be revised from time to time at the discretion of the Bank without any prior notice given to the Applicant.</p> <p>12.2.2 The utilisation of DF on Eligible Contracts shall commence on a date where the application for DF has been received, approved and processed by the Bank ("DF Commencement Date") until such time as and when the DF is terminated by the Applicant or the Bank ("DF Termination Date").</p> <p>12.2.3 Upon the DF Commencement Date, the Applicant shall be deemed to have notified the Bank that on the contract date, DF is required for all the Eligible Contracts which have not been settled by the Applicant on or before the contract due date. Eligible Contract that is not rejected by the Bank shall be referred to as "DF Contract". For the avoidance of doubt, the Eligible Contracts on the DF Commencement Date refer to those unsettled contracts due on the DF Commencement Date, even though the contracts were executed prior to the DF Commencement Date. Contracts due on a date before the DF Commencement Date are not eligible.</p> <p>12.2.4 Notwithstanding Clause 12.2.3 above, the Applicant agrees that the Bank shall have the discretion and reserves the right to reject any Applicant's request for DF of an Eligible Contract and the Bank shall not be obliged to provide or assign any reasons whatsoever nor is required to give prior written notification to the Applicant on the same. However, should an Eligible Contract be rejected, the settlement due date shall remain as per the due date stated in the contract note.</p> <p>12.3 Fees and Charges</p> <p>12.3.1 Upon the Applicant's request and in consideration of the Bank allowing the DF to be extended to the Applicant, the Applicant hereby agrees and undertakes to pay such fees, disbursements and/or charges in relation to DF ("DF Fee") as may be determined by the Bank (including such fees or rates that may be varied from time to time, with or without prior notice to the Applicant).</p>

	<p>12.3.2 The DF Fee shall be calculated based on a rate determined by the Bank and may change from time to time, multiply by the net purchase value of the Eligible Contract. The net purchase value shall include the transactions charges that are associated with the purchase transaction (e.g. commission, clearing fee, stamp duty and service tax).</p> <p>12.3.3 The Applicant also acknowledges that interest will also be levied on any outstanding overdue contracts. Such interest shall be calculated based on the net value of the contract and the number of calendar day(s) from the contract due date to the settlement date (both days inclusive) at a rate determined by the Bank.</p> <p>12.3.4 DF can be suspended for a period of time as determined by the Bank or can be terminated by either party without assigning any reasons whatsoever. Notwithstanding the suspension or termination of the DF, the Applicant is and shall continue to be responsible for all DF and/or non-DF outstanding contracts including but not limited to DF Fee, interest, debts and liabilities due under the DF and/or due under the Applicant's Accounts and/or any other trading account for which the Applicant may be a principal or a guarantor until all such outstanding contracts and amount (together with its interests and fees) have been fully settled.</p> <p>12.4 Settlement of DF Contracts</p> <p>12.4.1 DF Contracts shall be settled latest by 12.30pm on T+7 either via payment in full or to contra such outstanding DF Contracts position, failing which, the Bank shall reserve its rights, but not obligated, to force sell the outstanding DF Contracts on the eighth market day following the contract date ("T+8" or "DF Force-Selling Day").</p> <p>12.4.2 Where there is a sale contract and a purchase contract of the same securities in a same trading account, both purchase and sale contracts will be settled on a 'contra' basis. If there are more than one purchase contract of the same securities, the selection of the purchase contract to 'contra' against the sale contract will be based on the sequence of contract date and time of the purchase contract, unless and until the Applicant or the Applicant's DR instructs the Bank to do otherwise before the cut-off time of the day where the sale trade is executed.</p> <p>12.4.3 The Applicant acknowledges and understands that the DF Force-Selling Day for DF Contracts will be on T+8, and not T+3 as practiced for non-DF purchase contract. The Applicant is deemed to be aware that the risk involved in the financial or contra loss for DF Contracts can be higher than those of non-DF purchase contracts, as securities prices can drop significantly during the extended settlement period.</p> <p>12.5 Rights to Discontinue DF</p> <p>12.5.1 The continuing operation of DF for the Applicant shall be entirely at the Bank's discretion.</p>
13	<p>DECLARATION PURSUANT TO THE RISK ASSOCIATED WITH TRADING IN FOREIGN SECURITIES (applicable to Securities trading applicants)</p>
	<p>13.1 In light of the risks of trading in foreign securities, the Applicant agrees to undertake such transactions only if the Applicant understands the nature of securities and the contracts (and contractual relationship) which the Applicant is entering into and the extent of the Applicant's exposure to risk. The Applicant agrees to carefully consider whether trading in securities is appropriate in the light of the Applicant's experience, objectives, financial resources and other relevant circumstances. If in any doubt, the Applicant agrees to seek professional advice. Different securities involve different levels of risk and in considering whether to trade in securities, the Applicant agrees to be aware of the following points:</p> <p>13.1.1 Price fluctuation The price and value of any investment in securities and the income, if any, from them, can fluctuate and may fall against the Applicant's interest. An individual security may experience downward price movements and may under some circumstances even become valueless. An inherent risk of trading securities is that losses may be incurred, rather than profits made, as a result of buying and selling securities.</p> <p>13.1.2 Suspension or Restriction of Trading Market conditions (illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any security because of price limits or trading halts) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.</p> <p>13.1.3 Warrants A warrant is a time-limited right to subscribe for securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying securities results in a disproportionately large movement, favourable or unfavourable, in the price of the warrant. The prices of warrants can therefore be volatile. It is essential for everyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless.</p> <p>13.1.4 Commission and Other Charges The Applicant agrees to obtain a clear explanation of all commissions, fees, and any other charges and understand that these charges may affect the Applicant's net profit (if any) or increase the Applicant's loss. The Applicant agrees that the Applicant will be liable for these charges (as may be amended from time to time).</p> <p>13.1.5 Transactions in Other Jurisdictions Transactions on markets in other jurisdictions may expose the Applicant to additional risks. Such markets may be subjected to rules that may offer different or diminished investor protection. Before entering into such trades, the Applicant agrees that the Applicant must be aware of the rules relevant to the particular transactions. The Bank's local regulatory authority may be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Applicant's transactions have been effected.</p> <p>13.1.6 Currency Risks</p>

	<p>The potential for profit or loss from transactions on foreign markets or in foreign currency-denominated securities will be affected by fluctuations in foreign currency exchange rates.</p> <p>13.1.7 Trading Facilities and Electronic Trading The Bank's trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and computer systems, the Applicant will be exposed to risks associated with the systems including the failure of hardware and software. The result of any system failure may be that the Applicant's order is either not executed according to instructions or is not executed at all. The Applicant is aware that the Internet is not a completely reliable transmission medium and there may be delays in service provisions.</p> <p>13.1.8 Restricted Trading Days The Applicant's ability to trade in securities may be restricted to days when Bursa Securities is open for trading. The Bank may at its absolute discretion (but is not obliged to) increase the trading days from time to time. This means that the Applicant may be unable to trade in securities when Bursa Securities is closed for trading notwithstanding that the relevant exchange on which the Applicant wish to trade may be open for trading and that the Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises hereunder. This would increase the risk of loss as the Applicant would not be able to effect transactions on days when Bursa Securities is not open for trading. The price of securities may experience substantial movements on such days when the Applicant is unable to trade in the securities.</p> <p>13.2 The risks disclosed above are not exhaustive and there may be other significant aspects of trading in non-ringgit securities that may not have been disclosed herein.</p>
14	DECLARATION PURSUANT TO THE FUTURES AND OPTIONS CONTRACTS (applicable to Derivatives trading applicants)
	<p>The Applicant has read and clearly understood the fundamental facts and nature of the Futures and Options Contracts and the Risk Disclosure Statement associated with the Futures and Options Contracts as set out below:</p> <p>14.1 The Nature of Futures and Options Contracts</p> <p>The Applicant is advised to read and understand the contents of below before entering into a contract. If in doubt, the Applicant should consult his/her/its broker or seek professional advice.</p> <p>14.1.1 Futures Contracts</p> <ul style="list-style-type: none"> (i) A futures contract is a standardised agreement traded on a recognized exchange. The contract obligates the buyer to take delivery, and the seller to make delivery of a described commodity or financial instrument on a specified future date. The quantity and quality of the described commodity or financial instrument ("the underlying") are also specified in the contract. (ii) There are two types of futures contracts: - <ul style="list-style-type: none"> (a) deliverable contracts, under which the seller agrees to make delivery and the buyer agrees to take delivery of the underlying on a given future date at a predetermined price set currently; and (b) cash settlement contracts, where no actual delivery of commodity or financial instrument takes place at contract expiration. On contract expiration date, the holder of the contract will receive or pay out in cash the difference in value since the contract was made. (iii) The terms and conditions of a futures contract are set out in the rules and regulations of the Exchange on which the contract was made. (iv) The futures price is determined in the marketplace by means of an outcry system or an electronic system that represents market consensus of what the underlying price should be at a specified future time. (v) The Applicant may 'liquidate' or 'close out' his/her/its position prior to contract expiration date by making an opposite transaction. For instance, if the Applicant had bought (sold) a futures contract, he/she/it can sell (buy) a new futures contract in the same month to close out the initial contract. (vi) Small initial capital outlays (initial margins) allow futures contracts to provide Applicants the leverage to have greater exposures in the market. This margin is a performance bond and is required to protect market users from counterparty default. (vii) The initial margin on futures contracts is governed by the minimum margins established by the clearing house. It varies from time to time depending on the volatility of the market and is being calculated to cover the maximum expected movement in the market from one day to the next. (viii) The Applicant's open positions are marked-to-market daily and margin call will be made in the event the available margin falls below the maintainable margin set by the trading member or clearing house. If the Applicant is unable to comply with the margin calls within a reasonable time, some or all of the Applicant's open positions may be closed out and the resulting losses are deducted from the margins before the balances are returned. If margin calls are met, or if profits are realized on a futures transaction, the margin may be returned to the Applicant on request when the contract is closed out. <p>14.1.2 Options Contracts</p>

- (i) An options contract gives the buyer the right, but not the obligation to purchase or sell a specified asset at a specified price, on or before a specified date, from the seller of the contract. If the buyer exercises his/her/its right, the seller of the options contract has the obligation to deliver or purchase the specified asset from the buyer.
- (ii) European style option allows the buyer to exercise his/her/its right only on expiration date while American style option allows the exercising of the buyer's right on or before the expiration date. The Applicant should be aware of the type of option the Applicant is trading as it may affect the duration of the Applicant's exercisable right or, obligation to take or make delivery of the specified asset.
- (iii) The buyer of an option has limited risk exposure where only his/her/its premium (option price) is at stake if the option is not exercised. However, the buyer's profit potential is virtually unlimited if the market moves in his/her/its favour where profits can be realized by selling the option contract at a higher premium or closing out the resulting contract by exercising the buyer's right.
- (iv) Profit potential of the option seller is essentially limited to the premium paid to him/her/it by the buyer of the option. However, the inherent risk borne by the seller is unlimited if the market moves unfavourably against him/her/it.

14.2 The Nature of the Obligations Assumed by A Person Who Instructs A Futures Broker To Enter Into A Futures Or Options Contract

14.2.1 The Applicant having given instructions to the Bank to enter into futures or options contracts on his/her/its behalf, must be prepared to:

- (i) place a minimum deposit established by the Bank or the Clearing House on each futures contract upon execution of an order. The Bank reserves the right to call a higher deposit than the minimum set;
- (ii) pay on demand for any margin calls made by the Bank to maintain the futures position (i.e. contract or set of contracts) held by the Applicant;
- (iii) at the close of trading on the day of expiration, if the Applicant is the seller (buyer) of a futures contract that is still in force, the Applicant is obligated to make (take) delivery of the underlying instrument described in the deliverable contract. The buyer will have to pay the contract price in full;
- (iv) settle any losses which were incurred as a result of a mandatory cash adjustment made on a cash settlement contract held by the Applicant which is still in force at the expiration of the contract;
- (v) when the buyer of a call (put) options contract exercises his/her/its right and if the Applicant is the seller of the options contract, the Applicant is obligated to sell (purchase) the specified asset at the specified price to (from) the buyer; and
- (vi) The buyer of an option contract will pay the full premium to the seller, which in turn will pay a margin to the Clearing House to guarantee its fulfillment.

14.3 Risk Disclosure Statement

14.3.1 The Applicant hereby acknowledges that: -

- (i) that dealing in Derivatives Contracts may create an obligation to give or take delivery or make cash settlement in accordance with the terms of trading of such Derivatives Contracts;
- (ii) the trading in Derivatives Contracts may be a speculative activity and in a fast moving market where prices are subject to sharp fluctuations may result in severe loss of capital; and
- (iii) on certain trading days if Derivatives Contracts are up or down their permissible Exchange limit, trading may cease to the Applicant's financial disadvantage.

14.3.2 This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options contracts. In light of the risks, the Applicant should undertake such transactions only if the Applicant understands the nature of the futures and options contracts (and contractual relationships) into which the Applicant is entering and the extent of his/her/its exposure to risk. Trading in futures and options contracts is not suitable for many members of the public. The Applicant should carefully consider whether trading is appropriate for him/her/it in light of the Applicant's experience, objectives, financial resources and other relevant circumstances.

14.3.3 RISKS ASSOCIATED WITH FUTURES CONTRACTS

(a) Effect of "Leverage" or "Gearing"

Transactions in futures contracts carry a high degree of risks. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have proportionately larger impact on the funds the Applicant has deposited or will have to deposit - this may work against the Applicant as well as for him/her/it. The Applicant may sustain a total loss of initial margin funds and any additional funds deposited with the futures broker to maintain his/her/its position. If the market moves against the Applicant's position or margin levels are increased the Applicant may be called upon to pay substantial additional funds on short notice to maintain his/her/its position. If the Applicant fails to comply with a request for additional funds within the time prescribed, the Applicant's position may be liquidated at a loss as he/she/it will be liable for any resulting deficit.

(b) Risk-reducing Orders or Strategies

The placing of certain orders (e.g. "stop-loss orders, where permitted under the business rules of an exchange company) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible

to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

(c) **Terms and Conditions of Contracts**

The Applicant should ask his/her/its futures broker about the terms and conditions of the specific futures contracts which he/she/it is trading and associated obligations (e.g. the circumstances under which the Applicant may become obligated to make or take delivery of the underlying instrument of a futures contract and, in respect of futures contracts that are eligible exchange-traded options or futures options (“options”), expiration dates and restriction on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying instrument or state of affairs that is the subject of the futures contract.

(d) **Suspension or Restriction of Trading and Pricing Relationship**

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in a contract or contract month of trading month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Applicant has sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying that is the subject of a futures contract and the futures contract, may not exist. This can occur when, for example, the absence of an underlying reference price may make it difficult to judge “fair” value.

(e) **Deposited Cash and Securities**

The Applicant should familiarise himself/herself/itself with the protections accorded to money or other securities the Applicant deposits, particularly in the event of a futures broker’s insolvency or bankruptcy. The extent to which the Applicant may recover his/her/its money or securities may be governed by specific legislation.

(f) **Commission and Other Charges**

Before the Applicant begins to trade, the Applicant should obtain a clear explanation of all commission, fees and other charges for which he/she/it will be liable. These charges will affect the Applicant’s net profit (if any) or increases his/her/its loss.

(g) **Currency Risks**

The profit or loss in transactions in foreign currency-denominated contracts will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

(h) **Trading Facilities**

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Applicant’s ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or futures brokers. Such limits may vary - the Applicant should ask his/her/its futures broker for details in this respect.

14.3.4 ADDITIONAL RISKS ASSOCIATED WITH OPTIONS

Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. The Applicant should calculate the extent to which the value of the options must increase for his/her/its position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying instrument. If the option is on a futures contract, the purchaser will acquire a long position or short position (as the case may be) in relation to the futures contract, with associated liabilities for margin. If the purchased options expire worthless, the Applicant will suffer a total loss of his/her/its investment (which is the option premium) in addition to incurring transaction costs. If the Applicant is contemplating purchasing deep-out-of-the-money options, the Applicant should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by a seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying instrument. If the option is on a futures contract, the seller will acquire a position in the futures contract with associated liabilities for margin. If the option is “covered”, for example by the seller assuming a corresponding long position in the underlying that is the subject of the option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

PART IV(B) OF THE AGREEMENT**DECLARATION BY APPLICANT (applicable to Islamic Securities Trading)****1. ACCEPTANCE OF TERMS AND CONDITIONS**

- 1.1 The Applicant declares that he/she is over 18 years of age and that he/she is not a bankrupt nor has any pending bankruptcy proceeding against the Applicant and that the Applicant has no criminal or adverse credit records at any time to date. The Applicant further confirms that the Applicant has full authority to enter into this contract and that any deficiency in the Applicant's declaration and/or legal standing shall not absolve the Applicant from any liabilities stated herein.
- 1.2 Applicant undertakes that the Applicant is not and will not be in violation of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and such other rules, regulations and policies pertaining to anti-money laundering/counter-terrorism financing in force in Malaysia ("AML Laws") from time to time and agrees to forthwith provide any information and documents pertaining to the Applicant to the Bank as may be required for compliance with AML Laws;
- 1.3 Any reference to a statutory enactment or provision shall include that enactment or provision and any regulations by-laws and guidelines made or issued in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into between the parties herein and shall include any past statutory enactment or provision or regulation (as from time to time modified or re-enacted) which such enactment or provision or regulation has directly or indirectly replaced.
- 1.4 The Applicant acknowledges and agrees to abide by all terms and conditions imposed by the Bank relating to the services extended to the Applicant herein and/or the Applicant's Account and that the Bank may at any time or from time to time impose or vary such terms and conditions in its sole and absolute discretion including but not limited to terms and conditions which may be imposed pursuant to the requirements of Foreign Account Tax Compliance Act of the United States of America ("FATCA"), Automatic Exchange of Financial Account Information Rules 2016 pursuant to the requirements of Organisation for Economic Co-operation and Development ("OECD") (also known as Common Reporting Standard "CRS") or other rules and regulations as may be imposed upon the Bank ("Terms and Conditions"), without prior or further reference to the Applicant. Upon the imposition or amendment being posted by the Bank on its website and/or the Applicant being notified by other means, notice of the same shall deemed to have been effected at the time when the notice is posted on the Bank's website. Upon the effective date of notice, the new or amended terms and conditions imposed by the Bank shall be deemed binding on the Applicant from the date of notice being effected. The relevant provisions of this Agreement shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.
- 1.5 In the event of any conflict between these Terms and Conditions and any of the supplementary terms and conditions or declaration(s) made by Applicant in the Applicant's application(s) for such other Accounts with the Bank, such supplementary terms and conditions or declaration(s) shall prevail.
- 1.6 The Terms and Conditions shall be binding on the heirs, estate, representatives and/or successors in title of the Applicant and the Bank. The Applicant further undertakes that the Applicant shall not assign the Applicant's rights and liabilities under this Agreement or the Account, to any third party. The Applicant hereby expressly consents to the Bank assigning or transferring any of its rights and obligations under this Agreement or any contract hereunder to any other party, without any reference to the Applicant.
- 1.7 The rights and obligations of the Bank shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being, and similarly the liabilities and/or obligations of the Applicant shall continue to be valid and binding for all purposes whatsoever and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Applicant shall in any way affect the liabilities and/or obligations of the Applicant in relation to any transactions whatsoever, whether past, present or future.
- 1.8 In these terms and conditions, unless there is something in the subject or context that is inconsistent with such construction or unless it is otherwise expressly provided:
- (a) words denoting persons include corporations and vice versa and include their respective heirs, estate, personal representatives, successors in title or permitted assigns;
 - (b) any reference to "securities" includes any securities or rights, monies, benefit, entitlement and property whatsoever which may at any time be accrued to the Applicant, or for which the Applicant is entitled to, under any rights, bonus, distribution or other issue, or dividends, or monies received under or attributable to any such securities;
 - (c) any reference to a "business day" is to a day whereby the Bursa Securities is open for business, where applicable;
 - (d) if any period of time 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 if any period of time falls on a day, which is not a business day, then that period is deemed to expire on the previous business day;
 - (e) words and phrases, definitions of which are given in the CMSA, shall be construed as having the meaning thereby attributed to them, but excluding any statutory modification thereof not in force at the date of this Agreement;
 - (f) any reference to "pay" includes payments made in cash or by way of bank drafts or effected through inter-bank transfers to the account of the payee, giving the payee access to immediately available, freely transferable and cleared funds; and
 - (g) any reference to these terms and conditions or any provisions in these terms and conditions shall include all amendments and modifications made to these terms and conditions from time to time.
- 1.9 Indulgence given by the Bank shall not constitute a waiver of any rights of the Bank. Knowledge or acquiescence by the Bank of, or in, any breach of any of the provisions of this Agreement, or the failure of, or delay by, the Bank to insist on strict compliance with any terms or conditions herein, shall not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such

	<p>knowledge, acquiescence, failure or delay, the Bank shall remain entitled to exercise its rights and remedies under this Agreement, and at law, and to require strict performance of all of the provisions of this Agreement.</p> <p>1.10 In the event that any one (or more) of the provisions herein is unenforceable for whatever reason, all other provisions herein shall remain valid and unaffected and a provision which is valid and enforceable and achieves to the greatest extent possible the objectives of such illegal, void, invalid or unenforceable provision, will be substituted in its place.</p> <p>1.11 Time wherever mentioned shall be of the essence of this Agreement.</p> <p>1.12 The Applicant irrevocably submits to the jurisdiction of the Courts of Malaysia and the terms and conditions herein shall be governed by and construed according to the laws of Malaysia.</p> <p>1.13 The information provided by the Applicant in this application is complete, true and correct in all respects and that the Applicant has not withheld any material fact and information and undertakes to update the Bank of any changes to the information given.</p> <p>1.14 The Applicant further declares that the source of funds for the transaction(s) under the Account is derived from lawful means.</p> <p>1.15 The Applicant declares that the information provided hereunder is not intended to amount to or constitute investment, tax or legal advice by the Bank.</p> <p>1.16 The Applicant agrees to provide additional information or documentary proof as and when required by the Bank. The Applicant also authorises the Bank to obtain any other information from any sources as the Bank may in its sole discretion deem appropriate.</p> <p>1.17 The Applicant has read and understood the terms and conditions and information contained in Part III of the Agreement and accepts and agrees to be bound by them.</p>
2.	<p>APPOINTMENT AND AUTHORISATION</p> <p>Authorisation Given To DR & the Bank's Officers</p> <p>2.1 The Applicant hereby appoints and authorises the DR and/or such other DR (and/or other Registered Representatives) who the Applicant's DR deems fit; (as stipulated in Part F of the Trading Account Application Form), including their assistant, to collect CDS Account documents, cheque and such other documents in relation to the Account, to apply for withdrawal of trust deposit or available funds maintained in the Account and to do such acts on the Applicant's behalf in relation to the Account unless such documents have not been released by the Bank pursuant to Clause 6 below or the act is not permitted by Malaysian laws.</p> <p>2.2 The Applicant hereby authorises and consents to the Bank, its authorised officers and the Applicant's DR to enquire into and have full access to the Applicant's Account and to disclose all or part of the Applicant's stock portfolio to the Applicant's DR or to the authorised officers of the exempt dealers, as the case may be, for the purpose of facilitating the Applicant's sale or purchase of securities transactions contracts. The Applicant hereby confirms that this authorisation shall be valid for an indefinite period (this authorisation shall bind the Applicant's successor-in-title) until revoked by the Applicant in writing and duly acknowledged by the Bank. The Applicant agrees that neither the Bank nor its employees or authorised officers or agents will be responsible for the accuracy, correctness, completeness, timeliness or sequence of the securities balance, nor are they liable for any delays in delivering the securities balance, or any part thereof to the Applicant or the Applicant's DR.</p> <p>2.3 The Applicant understands that this could give rise to risks of the documents and cheques being lost, misappropriated or otherwise mishandled while they are in the custody of the Applicant's DR and/or their assistant.</p> <p>Authorisation of Conducting Credit Reference Checks</p> <p>2.4 The Applicant confirms that the Applicant consents to the Bank conducting credit checks on the Applicant and the Applicant authorises the Bank to disclose the Applicant's personal data(s) (as defined under the Personal Data Protection Act 2010 ("PDPA")) to Bank Negara Malaysia's Credit Bureau via Central Credit Reference Information System ("CCRIS"), CTOS Data Systems Sdn. Bhd. ("CTOS"), Financial Information Services Sdn. Bhd. ("FIS"), Credit Bureau Malaysia Sdn. Bhd. ("CBM") and/or all other credit agencies not mentioned herein which are registered under the Credit Reporting Agencies Act 2010 ("CRAA") in Malaysia (collectively, the "Agencies") to conduct credit reference / reporting checks on the Applicant from time to time in connection with the application, distribution, provision of facilities, products, services or transactions, regardless of whether the relationship between the Bank and the Applicant has been terminated and/or an event of default under the facility, product, service or transaction with the Bank has occurred.</p> <p>2.5 The Applicant agrees that the purpose indicated by the Bank of a legitimate interest to request for the Applicant's report and information shall be sufficient and adequate proof of a valid purpose within the meaning of the CRAA.</p> <p>2.6 The Applicant consents to the Agencies, to process, disclose and release the Applicant's credit report and information to the Bank and/or its legal representatives without any further reference to the Applicant, for the purposes of enabling the processing of a facility, product, service or transaction offered by the Bank to the Applicant to whom the Applicant has agreed to provide security and any related processes arising therefrom, including but not limited to:</p> <ul style="list-style-type: none"> (a) credit evaluation, monitoring, credit review; (b) opening of account(s) with the Bank; and (c) debt recovery purposes and other legal proceedings. <p>2.7 Where the Bank requires any such processing to be further processed by its Head Office, subsidiaries or any processing centre located outside Malaysia, the Applicant hereby gives his/her/its consent to the Agencies as mentioned under Clause 2.4 to make such disclosure of the Applicant's credit report to the said Head Office, subsidiaries or the processing centre located outside Malaysia.</p> <p>2.8 The Applicant agrees that this consent shall be:-</p>

	<p>(a) on a continuing basis and shall be effective at any time and from time to time;</p> <p>(b) applicable whether or not such credit reference information is confidential information or in the public domain;</p> <p>(c) irrevocable and unconditional;</p> <p>(d) cover all financing / facilities already granted or to be granted by the Bank to the Applicant or any third party / parties in respect of which the Applicant is the security provider; and</p> <p>(e) cover all existing or future accounts of whatsoever nature and description at any business premises of the Bank, wherever located.</p> <p>Consent to Bursa Depository</p> <p>2.9 The Applicant agrees and consents to the disclosure by Bursa Depository to the Bank, and to such agents, service providers and sub-contractors of the Bank as informed by the Bank to Bursa Depository, of information or documents relating to the Applicant's affairs and in particular relating to the Applicant's securities account(s). This consent shall be valid until revoked by the Applicant in writing and duly acknowledged by the Bank. The Applicant releases Bursa Depository and the Bank from any loss or liability arising from or in connection with this authorisation, except for loss or liability the Applicant may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository and/or the Bank.</p> <p>Indemnity Arising from Acting In Accordance With the Authorisation</p> <p>2.10 The Applicant shall assume all responsibilities or liabilities whatsoever for any direct or consequential losses arising from or in connection with the Bank acting in accordance with the Applicant's authorisation. The Applicant further agrees to indemnify the Bank against all actions, claims, demands, damages, costs, charges and expenses which the Bank may sustain, incur and be liable for as a result of or in consequence of or in connection with the Bank acting in accordance with this authorisation, unless the losses and damages are due to the Bank's misconduct (<i>ta'addi</i>), negligence (<i>taqsir</i>), or breach of specified terms (<i>mukhalafah al-shurut</i>).</p> <p>2.11 Notwithstanding this authorisation, the Applicant hereby agrees that the Bank shall have the absolute right and discretion not to act on this authorisation without reference to the Applicant whereupon the Applicant shall absolve the Bank of all liabilities and claims as a result of it exercising such right and discretion</p>
3.	CONSENT AND AUTHORISATION PURSUANT TO DELIVERY OF CONTRACT NOTES AND OTHER DOCUMENTS THROUGH ELECTRONIC
	<p>3.1 The Applicant hereby consents and authorises the Bank and its authorised officer to issue and deliver contract notes or statements, monthly statements and any documents and any other notices ("said documents") by way of electronic including posting the said documents at the Bank's website portal and sending the said documents to the Applicant through email ("eStatement").</p> <p>3.2 The Applicant hereby confirms that this consent shall be valid for an indefinite period until revoked by the Applicant in writing or via electronic and duly acknowledged by the Bank. The Applicant acknowledges that the Bank may cancel the eStatement service without providing any reasons and/or prior notices to the Applicant.</p> <p>3.3 The Applicant hereby acknowledges, accepts and assumes the risks associated with the transfer of the said documents by way of electronic and/or delivery, including but not limited to delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond the Bank's control or anticipation and/ or inherent risks in transmitting the said documents by way of electronic. The Applicant shall not dispute or challenge the validity, enforceability or admissibility of any documents issued and delivered by way of electronic.</p> <p>3.4 In the event of systems failure, the Applicant hereby consents to receive the said documents via post or fax or such other means as the Bank deems fit and appropriate.</p> <p>3.5 The Applicant acknowledges that any said documents delivered by way of electronic shall be deemed to be duly served on the Applicant on the day such communication was made.</p> <p>3.6 Notwithstanding the delivery of the said documents by way of electronic, the Applicant will continue to be bound by the same terms and conditions as if the said documents were delivered to the Applicant in physical form and assume any inherent risks in respect of the delivery of the said documents via electronic such as risks associated with unauthorised access to the Applicant's email account, interrupted access to the Applicant's email account or the Bank's website portal, non-receipt of undelivered email notification by the Bank.</p> <p>3.7 The Applicant agrees to pay a statement fee (which is subjected to revision from time to time) to the Bank for any requests of hardcopy statements.</p>
4.	CONSENT PURSUANT TO SECTION 113 OF THE CAPITAL MARKETS AND SERVICES ACT 2007 ("CMSA")
	<p>4.1 The Applicant agrees and consents the Bank to withdraw the Applicant's monies from the Islamic trust account and place and/or invest all or part of same in Islamic deposit and/or Islamic investment accounts with Islamic financial institutions licensed under the Islamic Financial Services Act 2013, in short term Islamic placements, Islamic money markets and/or such other Shariah compliant financial instruments deem fit and proper by the Bank.</p> <p>4.2 The Bank is further liable to secure the full sum of the monies deposited by the Applicant. The Bank may grant hibah (if any) to the Applicant based on the Bank's sole discretion.</p>

5.	DECLARATION PURSUANT TO THE FOREIGN EXCHANGE ADMINISTRATION RULES ("FEA RULES") ISSUED BY BNM, FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") AND COMMON REPORTING STANDARD ("CRS")
	<p>FEA Rules</p> <p>5.1 The Applicant is aware that, for purposes of funding the Applicant's trading in non-ringgit securities, the Applicant shall at all times comply with the relevant notices on FEA Rules issued by BNM.</p> <p>5.2 Where applicable, the Applicant who is a non-resident acknowledges and shall at all times use the approved modes of payment to make payment to the Bank and shall comply with the relevant FEA Rules.</p> <p>FATCA and CRS</p> <p>(Where applicable) Authorisation and Undertakings:</p> <p>5.3 Under penalties of perjury, the Applicant declares that the Applicant has examined the information contained in the Agreement relating to FATCA and that the information provided is true, correct, reliable and complete.</p> <p>5.4 The Applicant hereby authorises the Bank to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Bank for tax purposes, a copy of the Agreement or where applicable, the Form W-9 and to disclose to such tax authorities or such party any additional information that the Bank may have in its possession that is relevant to the Applicant's qualification for any benefits claimed on the basis of this declaration.</p> <p>5.5 The Applicant hereby acknowledges and agrees that information contained in the Agreement and information regarding income and/or monies paid or credited to or for the benefit of the Applicant's Account(s) may be reported to the tax authorities of the country in which such income and/or monies arise and that those tax authorities may provide the information to the country or countries in which the Applicant is a resident for tax purposes.</p> <p>5.6 The Applicant hereby authorises the Bank to provide, directly or indirectly, a copy of the Agreement and information regarding income and/or monies paid or credited to or for the benefit of the Applicant's Account(s) to:</p> <ul style="list-style-type: none"> (i) any person that has control, receipt, or custody of income and/or monies to which the Agreement relates; (ii) any person that can disburse or make payments of income and/or monies to which the Agreement relates; or (iii) any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes. <p>5.7 The Applicant hereby certifies that the Applicant is the beneficial owner of all the income and/or monies to which the Agreement relates or the Applicant is using the Agreement to document itself as an individual or entity that is an owner of an account or accounts held at the Bank.</p> <p>5.8 The Applicant hereby undertakes to notify the Bank within thirty (30) days of any change in circumstances that affect the tax residency status of the Applicant or cause any declaration in the Agreement to become incorrect or incomplete (including any changes to the information given) and to provide the Bank an updated self-certification form and declaration (in the format prescribed by the Bank) within thirty (30) days of such change in circumstances.</p> <p>5.9 The Applicant hereby irrevocably and unconditionally undertakes to fully indemnify the Bank against all claims, proceedings, liabilities, costs, charges and expenses which the Bank may incur at any time as a consequent of any information supplied and/or omitted to be supplied by the Applicant (including any update of, or supplement to, information already provided) being or being alleged to be misleading and/or deceptive in any respect.</p>
6.	DECLARATION PURSUANT TO THE PRIVACY NOTICE, PDPA & CONSENT FOR DISCLOSURE OF APPLICANT'S INFORMATION
	<p>Privacy Notice</p> <p>6.1 The Applicant hereby confirms that the Applicant has read, understood and agreed to be bound by the Bank's Privacy Notice which governs the processing of the Applicant's personal information. For the avoidance of doubt, the Applicant agrees that the said Privacy Notice shall be deemed to be incorporated and forms part of the Agreement and the Applicant shall be deemed to have given his/her/its consent for the disclosure of the Applicant's personal information and/or information related to the Applicant's Account to and/or by the Bank, regardless whether the Account has been terminated and/or an event of default under the Account has occurred and whether such disclosure is made to the relevant party in or outside of Malaysia.</p> <p>6.2 The Applicant understands that in the course of the Bank's business operations, the Bank may need to disclose the Applicant's information to third parties. The Applicant further understands that the Bank has in place measures to protect the Applicant's information in compliance with the PDPA and the manner of how the Bank uses, processes and discloses the Applicant's information is outlined in the Bank's Privacy Notice, a copy of which has been posted to the Applicant and/or is available at the Bank's website at www.affinwang.com.</p> <p>6.3 Whilst the Bank exercises care in disclosing the Applicant's information to third parties, the Bank will not be liable to the Applicant or any third party for wrongful handling or disclosure of the Applicant's information to any other persons.</p> <p>6.4 The Applicant hereby agrees to indemnify and holds harmless the Bank, its directors, agents, DR or any relevant person acting on the Bank's instructions in relation to any alleged or actual loss, claim, damages, and/or demands arising out of or in relation to the disclosure of Applicant's personal information pursuant to this Clause and/or the said Privacy Notice.</p> <p>PDPA Relating to Third Parties' Information</p> <p>6.5 In the event that the Applicant provides the Bank with the personal and financial information relating to any third parties, for the purposes of opening one or more accounts, obtaining facilities with the Bank and/or operating the said accounts/facilities, the Applicant hereby</p>

	<p>confirms and warrants that the Applicant has obtained the necessary consent from the said third parties and/or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with the Agreement, and the Applicant hereby undertakes to procure the necessary consent from the said third parties and to provide a copy of the Bank's Privacy Notice (which is available at www.affinhwang.com) to the said third parties for the Bank to provide the said third parties with information on the Bank's products, services and/or offers which may be of interest and/or financial benefit to them. Where such information is provided to the Bank, the Applicant agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial information relating to the said third parties.</p> <p>6.6 The Applicant hereby agrees to notify such third parties in writing of the personal data notice available at Bursa Malaysia's website at www.bursamalaysia.com.</p> <p>6.7 Should the aforesaid consent be subsequently revoked by any of the said third parties, the Applicant agrees that the Bank shall have the discretion to terminate the Agreement in accordance with the terms of the Agreement without recourse by the Applicant against the Bank.</p>
7.	DECLARATION PURSUANT TO THE ONLINE TRADING
	<p>7.1 The Applicant accepts and agrees to be bound by the terms and conditions of the Bank's online trading system for securities trading ("Online Trading") including the terms and conditions appearing on the Bank's website and such additions and amendments made from time to time by the Bank at its sole discretion. Such additions and amendments (if any) shall be notified by the Bank to the Applicant through the Bank's website and the Applicant shall be deemed to have notice of such additions and amendments upon posting of the same by the Bank on its website.</p> <p>7.2 The Applicant agrees to pay such fees and charges on all outstanding sums, taxes and license fees (if any) which may be imposed by the Bank from time to time in respect of the Bank's Online Trading.</p> <p>7.3 The Applicant acknowledges that the provision to the Applicant of the access to Bank's Online Trading shall not be construed as an offer, invitation or solicitation by the Bank to purchase or sell securities.</p> <p>7.4 The Applicant agrees to make the Applicant's own independent evaluation of the investment merits that is suitable for the Applicant and such information appearing on or provided through Bank's Online Trading not be deemed to be a solicitation of a transaction by the Bank. Any such information is not to be taken as substitution for the exercise of judgment and discretion by the Applicant or as substitution for professional advice.</p> <p>7.5 Whilst the Bank exercises care in the dissemination, transmission or delivery of data, information or message, the Applicant agrees that neither the Bank nor any of its employees or agents guarantees the correctness, accuracy, completeness, timeliness or correct sequencing of any such data, information or messages disseminated, nor are they liable for any delays or errors in the transmission or delivery of data, information or message, or any part thereof.</p>
8.	DECLARATION PURSUANT TO THE CONTRA GUIDELINES
	<p>8.1 The Applicant agrees to abide the contra guidelines issued by the Bank pursuant to Rules of Bursa Securities for settlement of purchase contracts by way of contra against a corresponding sales contract as set out below:</p> <p>8.1.1 Contra settlement of contract is only allowed for purchase and sale contracts of a similar security and for a similar quantity done.</p> <p>8.1.2 Contra is only allowed for contracts done on a ready basis.</p> <p>8.1.3 The Bank reserves the right not to accept settlement by way of contra without having to assign any reasons thereto.</p> <p>8.1.4 Settlement by contra may only be effected not later than contract due date after the contract date (or other settlement due date in line with the settlement cycle prescribed by Bursa Securities) except for subsequent sales to close off a purchase position or pursuant to a selling-out exercise.</p> <p>8.1.5 Under normal circumstances, the Bank will automatically contra all outstanding purchase positions against any subsequent sales of the same securities.</p> <p>8.1.6 A contra statement shall be issued to Applicants detailing the buy and sell contracts that have been contra-ed and the balance due, if any.</p> <p>8.1.7 The Bank shall settle any contra gains to the Applicant within three (3) market days from the date of contra. Applicants are required to settle contra losses due to the Bank within 3 market days following the date of such contra.</p> <p>8.1.8 Ta'widh (compensation charges) is charged up to maximum 1% for any default prior to maturity and up to maximum of the daily overnight Islamic Interbank Money Market rate for any default after maturity on the outstanding balance.</p> <p>8.1.9 All contra losses shall be netted off against contra gains and other credit items due from the Bank.</p>
9.	DECLARATION PURSUANT TO THE RISK ASSOCIATED WITH TRADING IN FOREIGN SECURITIES
	<p>9.1 In light of the risks of trading in foreign securities, the Applicant agrees to undertake such transactions only if the Applicant understands the nature of securities and the contracts (and contractual relationship) which the Applicant is entering into and the extent of the Applicant's exposure to risk. The Applicant agrees to carefully consider whether trading in securities is appropriate in the light of the Applicant's experience, objectives, financial resources and other relevant circumstances. If in any doubt, the Applicant agrees to seek</p>

	<p>professional advice. Different securities involve different levels of risk and in considering whether to trade in securities, the Applicant agrees to be aware of the following points:</p>
9.1.1	<p>Price fluctuation</p> <p>The price and value of any investment in securities and the income, if any, from them, can fluctuate and may fall against the Applicant's interest. An individual security may experience downward price movements and may under some circumstances even become valueless. An inherent risk of trading securities is that losses may be incurred, rather than profits made, as a result of buying and selling securities.</p>
9.1.2	<p>Suspension or Restriction of Trading</p> <p>Market conditions (illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any security because of price limits or trading halts) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.</p>
9.1.3	<p>Warrants</p> <p>A warrant is a time-limited right to subscribe for securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying securities results in a disproportionately large movement, favourable or unfavourable, in the price of the warrant. The prices of warrants can therefore be volatile. It is essential for everyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless.</p>
9.1.4	<p>Commission and Other Charges</p> <p>The Applicant agrees to obtain a clear explanation of all commissions, fees, and any other charges and understand that these charges may affect the Applicant's net profit (if any) or increase the Applicant's loss. The Applicant agrees that the Applicant will be liable for these charges (as may be amended from time to time).</p>
9.1.5	<p>Transactions in Other Jurisdictions</p> <p>Transactions on markets in other jurisdictions may expose the Applicant to additional risks. Such markets may be subjected to rules that may offer different or diminished investor protection. Before entering into such trades, the Applicant agrees that the Applicant must be aware of the rules relevant to the particular transactions. The Bank's local regulatory authority may be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Applicant's transactions have been effected.</p>
9.1.6	<p>Currency Risks</p> <p>The potential for profit or loss from transactions on foreign markets or in foreign currency-denominated securities will be affected by fluctuations in foreign currency exchange rates.</p>
9.1.7	<p>Trading Facilities and Electronic Trading</p> <p>The Bank's trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and computer systems, the Applicant will be exposed to risks associated with the systems including the failure of hardware and software. The result of any system failure may be that the Applicant's order is either not executed according to instructions or is not executed at all. The Applicant is aware that the Internet is not a completely reliable transmission medium and there may be delays in service provisions.</p>
9.1.8	<p>Restricted Trading Days</p> <p>The Applicant's ability to trade in securities may be restricted to days when Bursa Securities and/or approved foreign exchange is open for trading. The Bank may at its absolute discretion (but is not obliged to) increase the trading days from time to time. This means that the Applicant may be unable to trade in securities when Bursa Securities and/or approved foreign exchange is closed for trading notwithstanding that the relevant exchange on which the Applicant wish to trade may be open for trading and that the Bank shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by the Applicant, or profit or advantage of which the Applicant may be deprived, which arises hereunder. This would increase the risk of loss as the Applicant would not be able to effect transactions on days when Bursa Securities is not open for trading. The price of securities may experience substantial movements on such days when the Applicant is unable to trade in the securities.</p>
9.2	<p>The risks disclosed above are not exhaustive and there may be other significant aspects of trading in non-ringgit securities that may not have been disclosed herein.</p>