

| PART I OF THE AGREEMENT | |
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| 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> <p>(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</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> <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 related companies (as defined in the Malaysian Companies Act 2016) ("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

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| | <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.

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| | <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 (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 (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> |

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| | <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 | 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):- (a) 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; (b) If an act of bankruptcy is committed by the Applicant or a resolution is passed for the Applicant's winding-up; (c) 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; |

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| | <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 fulfill 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> <p>4.13 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> <p>4.14 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> <p>4.15 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> <p>4.16 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> <p>4.17 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> <p>4.18 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> <p>4.19 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> <p>4.20 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> <p>4.21 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> <p>4.22 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> <p>4.23 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> |
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| | <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.

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| 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> |

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.

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.

Deposits

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.

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.

Limitation of The Bank's Liability

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.

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:-

- (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:-
 - (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.

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.

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.

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.

Intellectual Property Rights

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.

6.25 The Applicant undertakes that the Applicant will not at any time:-

- (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.

- 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,

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| | <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> <ul style="list-style-type: none">(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>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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