UOB KAY HIAN (M) SDN BHD
(Registration No. 199001003423 (194990-K))
A Participating Organisation of Bursa Malaysia Securities Berhad
A Trading Participant of Bursa Malaysia Derivatives Berhad
A Registered IUTA and IPRA of Federation of Investment Managers Malaysia

COVENANTS, TERMS AND CONDITIONS AND DECLARATION AND RISK DISCLOSURE STATEMENT FOR TRADING ACCOUNT APPLICATION("T&C")_CORPORATE / INSTITUTIONAL / ASSOCIATION APPLICANT (Hereinafter referred to as the Client once the Applicant is onboarded.)

1 DECLARATION AS PER BANK NEGARA MALAYSIA'S FOREIGN EXCHANGE ADMINISTRATIVE POLICY

We hereby declare that we have been briefed and understand that Multi-Currency Securities that are listed on Bursa are foreign currency assets, thus these securities fall within the purview of Bank Negara Malaysia's Foreign Exchange Administrative Policy. We also understand that the same policy applies for our trading in securities listed in foreign Exchanges. Henceforth, all rules pertaining to investment in foreign currency assets are applicable.

In the event we are Malaysian resident with domestic borrowing, we do solemnly declare that:

1. We shall consent to abide with and be bound by the provision of the Exchange Control Act 1953 and Bank Negara Foreign Exchange Administrative Policy and any amendments from time to time with regards to any transaction or payments to or from our relevant trading account(s);
2. We shall be fully responsible to monitor our share trading, limits and ensure compliance of our relevant trading account(s) with the Exchange Control Act 1953 and Bank Negara Foreign Exchange Administrative Policy and any amendments from time to time;
3. if our domestic ringgit borrowings status should change, it is our responsibility to notify the Company in writing and update the Declaration.

(i) Residents are defined as:
- Citizens of Malaysia (excluding persons who have obtained permanent resident status of a territory outside Malaysia and are residing abroad);
- Non-citizens who have obtained permanent resident status in Malaysia and are residing permanently in Malaysia; or
- Persons, whether body corporate or unincorporated, registered or approved by any authority in Malaysia.

(ii) Domestic ringgit borrowings/financings refer to any ringgit advances, loans, financing facilities, trade financing facilities, hire purchase, factoring facilities with recourse, financial leasing facilities, guarantee for payment of goods, redeemable preference shares or similar facilities in whatever name or form, except:
- Trade credit terms extended by suppliers for all types of goods and services;
- Forward foreign exchange contracts entered into with licensed onshore banks;
- Performance guarantees and financial guarantees;
- One personal housing loan and one vehicle loan obtained from Residents;
- Credit card and charge card facilities;
- Operational leasing facilities;
- Factoring facilities without recourse; and
- Inter-company borrowings within a corporate group in Malaysia.

2 PDPA ACKNOWLEDGEMENT AND DECLARATION

With reference to UOB Kay Hian (M) Sdn Bhd ("the Company") Privacy Notice, we hereby solemnly:

1. declare that we received a copy of the Company's Privacy Notice, have read and fully understood the Privacy Notice and its contents which have been explained to us;
2. consent, permit, agree and authorize the Company to have full access to our personal data and process our personal data information for the purposes stated in the Notice; and
3. undertake that we shall update and/or keep our personal data information up-to-date with UOBKH.

3 PERSONAL INFORMATION COLLECTION STATEMENT CONCERNING NORTHBOUND CHINA CONNECT ORDERS

Processing of Personal Data

We acknowledge and agree that in providing the Stock Connect Northbound Trading Service to us, UOB Kay Hian (M) Sdn Bhd ("the Company") shall be required to:

(i) tag each of our orders submitted to the China Stock Connect System ("**CSC**") with a Broker-to-Client Assigned Number ("BCAN") that is unique to us or the BCAN that is assigned to our joint account with the Company if appropriate; and

(ii) provide to the Hong Kong Exchanges and Clearing Limited (the "**Exchange**") our assigned BCAN and such identification information ("Client Identification Data" or "CID") relating to us as the Exchange may request from time to time under the Rules of the Exchange.

Without limitation to any notification the Company has given us or consent the Company has obtained from us in respect of the processing of our personal data in connection with our account and the Company's services to us, we acknowledge and agree that the Company may collect, store, use, disclose and transfer personal data relating to us as required as part of the Stock Connect Northbound Trading Service, including as follows:

(a) to disclose and transfer our BCAN and CID to the Exchange and the relevant subsidiaries of The Stock Exchange of Hong Kong Limited ("**SEHK**")from time to time, including by indicating our BCAN when inputting a China Connect Order into the CSC, which shall be further routed to the relevant China Connect Market Operator on a real-time basis;

(b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store our BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;

(c) to allow the relevant China Connect Clearing House to: (i) collect, use and store our BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use our BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies

having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and

(d) to allow the relevant China Connect Market Operator to: (i) collect, use and store our BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets.

By instructing the Company in respect of any transaction relating to China Connect Securities, we acknowledge and agree that the Company may use our personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the Stock Connect Northbound Trading. we also acknowledge that despite any subsequent purported withdrawal of consent by us, our personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

Consequences of failing to provide Personal Data or Consent

Failure to provide the Company with our personal data or consent as described above may mean that the Company shall not, or no longer be able, as the case may be, to carry out our trading instructions or provide us with the Company's Stock Connect Northbound Trading Service.

Information Collection Statement concerning Northbound China Connect Orders (Applicable For Institutional Client Only)

We acknowledge and agree to use or transfer our identification information by UOB Kay Hian (M) Sdn Bhd (including Entity name, Place of incorporation and Legal Entity Identifier ("LEI") / Certificate of Incorporation number etc.) for the purpose of complying with the Investor ID Model regime for Northbound Trading. We hereby also duly declared for the purpose of opening main account and all sub accounts and also confirmation whether the institution belongs to Trade through Exchange Participants in the trading application form.

4 DECLARATION FOR UTRADE SERVICES

In consideration of UOB Kay Hian (M) Sdn Bhd ("the Company") extending the UTRADE Services to us, we hereby declare that:

1. this application is subject to the approval of the Company, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary without limitation to the Covenants and Undertakings;
2. we shall subscribe the Company's UTRADE Services for a minimum of one (1) year and we shall abide by all the Terms and Conditions stipulated in the Terms and Conditions of the Company's UTRADE Services in force from time to time;
3. the company may from time to time vary the Terms and Conditions of the Company's UTRADE Services and the charges at its absolute discretion with or without notifying us where upon the duty of being updated as to the same or being aware of it from time to time falls within our own responsibility;
4. we understand and agree that all costs and charges incurred by us in using Company's UTRADE Services shall be borne by us and we authorised the Company to debit our Trading Account with the Company for charges (if any) without refund;
5. we understand and agree that the Company reserves the sole and absolute discretion right to reject, withdraw or terminate our application or usage of the Company's UTRADE Services without notice and assigning any reason thereto; and
6. we shall register online and activate the UTRADE account and shall thereupon give our consent and acceptance to all the Terms and Conditions of the Company's UTRADE Services online of which it shall be our responsibility to periodically check and keep updated from time to time.

5 AUTHORISATION AND UNDERTAKING FOR MULTICURRENCY SETTLEMENT

AUTHORISATION

1. We hereby state our consent and authorise UOB Kay Hian (M) Sdn Bhd ("the Company") with immediate effect:
   a) to settle our foreign securities transactions in the foreign market in the settlement currency of our choice that we notify or select herein and/or any updates there from.
   b) in the event we fail to inform or select the settlement currency, the Company is entitled at its discretion to settle our trade in Malaysian Ringgit (MYR) and/or any other currency and we will not raise any objection against the Company.
   c) in the event we wish to settle in currency other than the currency we have notified or selected herein and/or any updates there from, then we must notify the Dealer's Representative ("DR) by end of the trading day. Nevertheless, the Company shall have the right at any time to refuse to act on such instruction and we hereby agree that the Company shall not be liable for any loss and/or cost which we may incur.
   d) furnish the contract notes for our foreign securities transactions in the respective country's trading currency as well as MYR.
2. We hereby authorise our DR on our behalf to give instruction to the Company to amend and/or to change the settlement currency for our transaction conducted on the foreign market. we further authorise the DR to execute any relevant form(s) as required by the Company from time to time for the above purpose.
3. we further authorise the Company to perform the following in respect of our trust account:
   a) convert from our domestic trust account or withdraw from our foreign currency trust account for the settlement purpose including to settle any interest/late payment charge, fees or charges, taxes, fines, penalty, corporate actions in respect of the transactions conducted on the foreign market;
   b) to credit into our foreign currency trust account and/or to convert to MYR and credit our domestic trust account, for any sales proceeds due from sales of securities listed on the foreign market;
   c) to withdraw from our foreign currency trust account(s) and remit to our Foreign Currency Account with any financial institutions.

DECLARATION, UNDERTAKING AND ACKNOWLEDGMENT

1. In consideration of the abovementioned authorization and request, we hereby acknowledge, accept and agree with the following terms and conditions:
   a) to bear any fees, charges and/or penalties which may be charged by any agency banks or banking institutions should we remit foreign currency inward or outward via telegraphic transfers.
   b) to pay the administrative fees charged by the Company for transactions conducted on the foreign market arising from our request to settle the above trades in foreign currency as may be imposed by the Company from time to time.
   c) that the settlement currency selected by us when we place our order cannot be changed once the contract has been booked out.
   d) in the event we choose to settle in foreign currency but fail to make available the required fund, we agree that the trade settlement shall be by default currency of MYR and we shall be liable for any additional charges/fees imposed by the company.

e) acknowledges and agrees that there are risks associated with dealing in securities in multiple markets and the settlement in the traded currency/ies of which the Company has no control of and shall not be liable for any loss or damage occasioned by the same under any circumstance whatsoever.
f) agrees that the Company has the right to charge interest/late payment charge in the traded currency on all overdue debit sum .
g) to abide the Company's internal policies and any amendments or variation thereof.

2. In consideration of the abovementioned authorization and request, we hereby irrevocably undertake to indemnify the Company fully from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and expenses which the Company may sustain, incur and be liable to inconsequence of or attributable to or arising from the Company performing the aforesaid request. The right of full indemnity shall continue in full effect notwithstanding the suspension, termination or closure of our account with the Company.

6 DECLARATION FOR ELECTRONIC PAYMENT

We hereby:

1. affirm that all the information stated in the trading application form are correct as at the date of the form and we are the beneficial owner of the bank account number and account name as stated herein.
2. authorise the Company to credit into our bank account all our sale proceeds, contra gains, credit withdrawal and any sum standing to credit arising from our transaction(s) conducted through all the trading account(s) with the Company. Whilst the Company is authorised to pay direct to our bank account, we agree that the Company is not obligated to do so and may elect other means of payment as it deems appropriate without prior notice to us.
3. irrevocably authorise the Company to utilize the sale proceeds, contra gains and/or any sum standing to credit in our trading account(s) to set off against any amount due by us in any manner the Company deem fit.
4. irrevocably consent to disclose such of our personal information, as may be necessary to facilitate any payment that may be due to us in respect of the selling of securities, contra gains, credit withdrawal and any sum standing to credit in our trading account, directly into our bank account stated in this form or as may be updated from time to time.
5. irrevocably consent to indemnify Company fully and to keep Company fully indemnified from and against any expenses, loss, damages or liability whether actual or contingent, which Company may incur as a consequence of this electronic payment.

7 DECLARATION FOR ELECTRONIC CONTRACT NOTES AND ELECTRONIC STATEMENT

We hereby instruct the Company to deliver/issue our daily contract notes and/or any other statements/advices that may be made available to us by the Company in relation to the above Trading Account via the web portal stated above with immediate effect. we hereby agree and confirm the following:

1. consent to the issuance and delivery of contract notes and statements/advices to us in electronic form via the web portal
2. accept and assume the risks associated with electronic or online devices, including 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 Company's control or anticipation and/or inherent risks in receiving electronic contract notes and statements/advices.
3. fully aware and understand the processes, procedures and risks involved in using the internet for the electronic services and we shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents therein.
4. understand and agree that in the event of the system failure where the electronic contract notes and statements/advices cannot be generated and/or delivered to us via web portal, the Contract Note/Statement/advices shall be sent to us in a hardcopy form via the post.
5. agree that this instruction shall be valid until written revocation is given by us to the Company. we also understand that the Company may cancel this service without providing any reason and/or prior notice to us.
6. shall assume all responsibility or liability whether actual or contingent whatsoever for any direct or consequential loss arising from or in connection with the Company acceding to our above request. we further agree to indemnify the Company fully and hold the Company harmless from and against all actions, proceedings, claims, demands, losses, damages, costs, penalties, fines, charges and expenses which the Company may sustain, incur and be liable to in consequence of or attributable to or arising from the above request.
7. that all the information stated in this form are correct as at the date of this form and that we have not willfully withheld any facts.

8 ACKNOWLEDGEMENT AND DECLARATION BY APPLICANT

We hereby declare that the information given are true and correct. We hereby solemnly:

1. confirm and declare that we have read, fully understood and agree to be bound by all the covenants and undertakings and accept all the terms and conditions of the various type of Trading Accounts as hereinafter stated which we may have requested to open now or in future;
2. acknowledge that we have received a copy of the **STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT** and understand its contents which have been explained to us;
3. we have read the **FOREIGN SECURITIES RISK DISCLOSURE STATEMENT** for securities listed on the foreign stock exchanges and understand its contents, which have been explained to us;
4. declare that we have been briefed and understand Bank Negara Malaysia's Foreign Exchange Administrative Policy on the Multi-Currency Securities and shall consent to abide with and be bound by the provision of the Exchange Control Act 1953 and the declaration made herein;
5. agree that the Company's acceptance of our applications shall constitute a valid agreement binding on us based on this declaration, information from the Application Form For Individual Applicant and stipulations hereinafter contained in the Covenants and Undertakings, Terms and Conditions of the various type of trading accounts which we may have requested to open now or in future, as if an agreement under any written law relating to dealing in shares and/or other securities has been properly constituted and executed. In the event we do not apply or signup for a particular type of account(s), then the declaration and the terms and conditions of that particular account(s) shall not be applicable to us;
6. agree that the Company reserves the right to reject this application without assigning any reasons whatsoever;
7. understand that the information supplied by us is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with Company setting out how Company may use and share the information supplied by us;
8. acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information;

9. certify that we am the Account Holder (or am authorised to sign for the Account Holder) of all the account(s) to which this form relates;
10. declare that all statements made in this declaration are, to the best of our knowledge and belief, correct and complete; and
11. undertake to advise the Company within **7** days of any change in circumstances which affects the tax residency status of the individual identified in this form or causes the information contained herein to become incorrect or incomplete, and to provide the Company with a suitably updated self-certification and Declaration within **7** days of such change in circumstances.

12. Applicable only to applicant who apply for trading in the Leap Market.

We hereby declare that:

a) this application is subject to the approval of the Company without limitation to the Covenants and Undertakings of the Application Form for Corporate Applicant, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary;

b) We hereby declare that we fall under the definition of Sophisticated Investors and qualifies as the Eligible Investors as per Schedule 6 and/or Schedule 7 of the Capital Market and Services Act 2007 as follows:

(i). We ("the Company") hereby declare that we fall under the definition of Sophisticated Investor, which is:
(ii). A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts; or
(iii). A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies; or
(iv). A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
(v). A corporation that is a public company under the Companies Act 1965 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
(vi). A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967; or
(vii). A statutory body established by an Act of Parliament or an enactment of any State.

Note : - Proof of net assets/ income is compulsory.

If we fall under OTHER category/type of investor as provided herein per Schedule 6 and/or Schedule 7 of the CMSA 2007 (as amended, consolidated or re-enacted), we shall separately inform the Company.

12.1 Accordingly, we hereby irrevocably and unconditionally undertake to indemnify the Company and keep Company fully and effectively indemnified against all claims, demands, losses, penalties, proceedings, damages and/or expenses that Company may incur or suffer, whether arising directly or indirectly as a result of our/our declaration as herein contained.

12.2 We make this declaration conscientiously believing the same to be true and accurate.

12.3 We shall undertake to advise the Company within 7 days of any change in circumstances which affects our status as Sophisticated Investor or causes the information contained herein to become incorrect or incomplete.

12.4 We acknowledge that we have received a copy of the LEAP MARKET RISK DISCLOSURE STATEMENT and understand its contents which have been explained to us.

12.5 We understand and agree that the Company reserves the right to reject, withdraw or terminate our application without notice and assigning any reason thereto.

13. Applicable only to applicant who apply for trading in Leverage and Inverse Exchange Traded Funds.

We hereby declare that:

a) this application is subject to the approval of the Company without limitation to the Covenants and Undertakings of the Application Form for Corporate Applicant, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary;

b) We hereby declare that we have fulfilled one of following qualifying criteria:

(i) We fall under the definition of Sophisticated Investors and qualifies as the Eligible Investors as per Schedule 6 and/or Schedule 7 of the Capital Market and Services Act 2007 as follows:

- A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts;
- A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies;
- A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies;
- A corporation that is a public company under the Companies Act 1965 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding RM10 million or its equivalent in foreign currencies;
- A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967; or
- A statutory body established by an Act of Parliament or an enactment of any State.

Note : - Proof of net assets/ income is compulsory.

If we fall under OTHER category/type of investor as provided herein per Schedule 6 and/or Schedule 7 of the CMSA 2007 (as amended, consolidated or re-enacted), we shall separately inform the Company.

(ii) We have a Margin Account;
(iii) We have executed at least 5 transactions in exchange traded derivatives or structured warrants within the preceding 12 months; or
(iv) We have utilized a performance simulator which simulates trading in L&I ETFs and undergone an e-learning tutorial developed by the Exchange for trading in L&I ETFs.

13.1 Accordingly, we hereby irrevocably and unconditionally undertake to indemnify the Company and keep Company fully and effectively indemnified against all claims, demands, losses, penalties, proceedings, damages and/or expenses that Company may incur or suffer, whether arising directly or indirectly as a result of our/our declaration as herein contained.

14. We make this declaration conscientiously believing the same to be true and accurate.

14.3 We shall undertake to advise the Company within 7 days of any change in circumstances which affects our status as Sophisticated Investor or causes the information contained herein to become incorrect or incomplete.

14.4 We acknowledge that we have received a copy of the LEVERAGED & INVERSE EXCHANGE TRADE FUNDS RISK DISCLOSURE STATEMENT and understand its contents which have been explained to us.

14.5 We understand and agree that the Company reserves the right to reject, withdraw or terminate our application without notice and assigning any reason thereto.

15. Applicable only to applicant who apply for trading in Foreign Securities.

15.1 We recognise acknowledge and consent agree that to the Company to hold all foreign securities purchased for us either directly through a Nominee or Custodian (who may effect such holding through a Sub- Nominee or Sub-Custodian), We undertake to fully and effectively indemnify and keep the

Company and UOB Kay Hian Nominees indemnified at all times against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) whether based on contract, tort or otherwise, that are sustained, incurred or paid by us and/or the Company and/or UOB Kay Hian Nominees directly or indirectly in respect of:-

(a) the UOB Kay Hian Nominees performance of the Nominee Service Agreement;

(b) the use of the Services by us;

(c) by reason of the UOB Kay Hian Nominees acting in good faith in respect of any notice or instructions received from us by facsimile or electronic mail transmission or any other mode of communication as agreed between the Parties herein; and/or

(d) any breach by us of any of the provisions and/ or any other terms and conditions which are to be read together with the Terms & Conditions For Foreign Trading.

9 INTRADAY SHORT SELLING DECLARATION BY APPLICANT

In consideration of Company extending Intraday Short Selling ("IDSS") facility to us, we hereby declare that:

1. this application is subject to the approval of the Company without limitation to the Covenants and Undertakings of the Application Form for Corporate Applicant, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary;
2. We hereby declare that we are fulfill the criteria to execute IDSS and declare as follows:

a) we have opened a securities trading account with Company;

b) we have entered into an agreement to borrow Eligible Securities or purchase ISSBNT Eligible Securities to settle all potential failed trades which may occur in the event any Intraday Short Selling executed by us are not closed off by the end of the day.

c) we fully understand the requirements and bound by the Rules of Bursa Securities in relation to IDSS;

d) we are not associated with the body corporate that issued or made available the Approved Securities in relation to which an order for short sale is to be entered.

3. Accordingly, we hereby irrevocably and unconditionally undertake to indemnify Company and keep Company fully and effectively indemnified against all liabilities whether actual or contingent, claims, demands, losses, penalties, proceedings, damages and/or expenses that Company may incur or suffer, whether arising directly or indirectly as a result of our declaration as herein contained.
4. We make this declaration conscientiously believing the same to be true and accurate.
5. We acknowledge that we have received a copy of the INTRADAY SHORT SELLING RISK DISCLOSURE STATEMENT and understand its contents which have been explained to us.
6. We understand and agree that the Company reserves the right to reject, withdraw or terminate our application without notice and assigning any reason thereto.

10 FATCA DEFINITION

Foreign Account Tax Compliance Act (FATCA)

Definition

1. US person

The term 'US person' means"

- a citizen or resident of the United States
- a partnership created or organised in the United States or under the law of the United States or of any state, or the District of Columbia
- a corporation created or organised in the United States or under the law of the United States or of any state, or the District of Columbia
- any estate or trust other than a foreign estate or foreign trust (see Internal Revenue Code section 7701(a)(31) for the definition of a foreign estate and a foreign trust)
- a person that meets the substantial presence test
- any other person that is not a foreign person.

2. US citizen

The term 'US citizen' means:

- an individual born in the United States
- an individual who has a parent who is a US citizen

3. Specified US person

The term 'specified US person' means any US person other than:

a. a corporation the stock of which is regularly traded on one or more established securities markets for a calendar year;

b. any corporation which is a member of the same expanded affiliated group as a corporation the stock of which is regularly traded on one or more established securities markets for the calendar year;

c. any organisation exempt from taxation under US federal tax law or an individual retirement plan;

d. the United States or any wholly owned agency or instrumentality thereof;

e. any state, the District of Columbia, any US territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;

f. any bank incorporated and doing business under the laws of the United States (including laws relating to the District of Columbia) or of any state thereof;

g. any real estate investment trust;

h. any regulated investment company, or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940;

i. any common trust fund;

j. any trust that is exempt from tax or is deemed a charitable trust;

k. a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any state;

l. a broker;

m. any tax exempt trust under a tax exempt or public school annuity plan or governmental plan.

4. Non-Financial Foreign Entity (NFFE)

The term Non-Financial Foreign Entity (NFFE) means a non-US incorporated/established entity that does not meet the definition of an FFI (foreign financial institution) and includes:

- listed or privately held operating or trading businesses
- professional service firms
- certain entities with a passive trade (ie, not an operating or trading business)
- charitable organisations.

11 COVENANTS AND UNDERTAKINGS

To : UOB Kay Hian (M) Sdn Bhd (194990-K)

Dear Sirs,

Re : Covenants and Undertakings

We hereby:

2. request to open trading account(s) (Trading Account) with the Company in our name or in such other name as we may request as indicated in page 1 of this Application for the purpose of trading in securities;
3. undertake to abide by all laws relating to our trading activities with you including without limitation to the Rules and Regulations of Bursa Malaysia Securities Berhad (BMSB), Memorandum and Articles of Association of the Bursa Malaysia Securities Berhad, Capital Markets and Services Act, by-laws, guidelines, directives by Bursa Malaysia Securities Berhad and any other approved Exchanges, Clearing Houses, Central Depositories, Bank Negara Malaysia and any relevant regulatory bodies and any other governing rules now in force or from time to time amended, revised or supplemented in respect of all transactions effected through our Trading Account whether or not on BMSB or other approved Exchanges;
4. further agree to comply with the rules, directives, policies and conditions set by the Company (whether notified to us or not) relating to the operation of our Trading Account which may be varied from time to time;
5. declare all particulars and information given in this application form are true and correct. We have not withheld any material facts or information and shall inform you if there is any change in the particulars or information provided herein. We hereby authorise you to verify at any time and from time to time all or any of the particulars and/or information furnished herein in such manner as you shall deem fit;
6. undertake to furnish you with such additional particulars and information as you may require at any time and from time to time;
7. declare and agree that our application herein is subject to your approval and you are absolutely entitled to reject our application or impose such conditions or restrictions as you may deem fit without giving any reason therefor;
8. agree that the acceptance and continuance of any or all our Trading Account shall be entirely at the Company's sole and absolute discretion;
9. authorise the Company to verify and exchange information contained in this application form and any information relating to our particulars, bank account(s) with other third parties as the Company may deem appropriate for the purpose of approving this application or the continuance of our Trading Account with the Company as long as we shall remain the company's client; and
10. without prejudice to Clause 8 above, should we now or in future maintain an account with any of the Company's related companies whether for purpose of trading and dealings in any financial instruments or otherwise , we hereby authorise the Company to disclose, divulge, exchange and to supply to or request from these related companies any information and/or documents relating to our Trading Account with the Company or our Trading Account with such related companies including but not limited to information and/or documents relating to the conduct of our Trading Account and trading position provided that the Company shall not disclose, divulge, exchange or supply any information and/or documents of which disclosure, divulgence, exchange or supply is prohibited by any relevant laws of Malaysia. The authorisation given herein shall subsist despite the subsequent closure of our Trading Account with the Company or closure of our Trading Account with its related companies.
11. without prejudice to any other provisions herein agree that we shall notify the Company immediately and, in any case, no later than twenty four (24) hours from the time the we should have become aware of the existence of any of the following:-
    - any loss or theft of the installation disk;
    - any unauthorised access of our UTRADE Account, use of our username or PIN, or of the Services or any information obtained thereunder;
    - any failed or incorrect receipt of an Order initiated by us through the Services upon our review of the Trade Confirmation View of the Services;
12. irrevocably consents to any notification to us by the Company, where required under this Agreement or where given under the Company's discretion, in any one or more of the following methods:-
    i) By email to our email address and in which case it shall be deemed received by us the following day after the said transmission.
    ii) By ordinary post to our last known address and in which case it shall be deemed received by us within two (2) days after the date of posting.

12.1 Any failure or delay on the part of the Company to give notice to us in accordance with Clause 12 hereof, where required under this Agreement, shall not prejudice or have the effect of invalidating the subject matter of the notification;

12.2 Any notification to be given by us to the Company shall be sent to the Company either by way of personal service (duly acknowledged receipt by the Company) or by way of registered post.

12 TERMS AND CONDITIONS OF THE TRADING ACCOUNT

This document and our Application Form For Corporate/Institutional/Association Applicant collectively form the Agreement between the Client ("We/us") and UOB Kay Hian (M) Sdn Bhd (Company). The Terms and Conditions herein shall include but not limited to the Covenants and Undertaking in the Application Form For Corporate/Institutional/Association Applicant and/or the agreement(s) executed between us and the Company relating to the products and services by the Company and the terms and conditions therein and shall include all supplements, amendments and variations thereto shall collectively constitute the contract between us and the Company.

1. **GENERAL TERMS**

In the event the Trading Account is/are opened pursuant to this Application herein, we hereby further agree to the following:

2. authorise you to sell or buy securities at our Authorised Person's instruction. We hereby warrant that our Authorised Person shall have actual/ostensible authority to sell out/buy in securities on our behalf until such authority is expressly revoked and notice of such revocation is given in writing to the Company within twenty-four (24) hours of such revocation. We hereby warrant that we further authorise the Company to sell out or buy in any securities as may be required to clear our trade with the Company. we also confirm and acknowledge that the Company shall not be liable for any loss or damage whatsoever arising out of any action or omission by our dealer representative;

3. declare that we have the financial means to settle all our purchase contracts. We undertake to make immediate payment when the payment is due and the Company shall be entitled to apply such payment in any manner as the Company deem fit at their absolute discretion. We also undertake to inform the Company of any material facts that may adversely affect our financial position and/or our creditworthiness from time to time;
4. agree that our Trading Account is subjected to trading limit(s) set by the Company and the Company may as they deem fit, from time to time, at its absolute discretion increase and/or decrease our trading limit(s) without further references to us and such changes shall be binding upon our Trading Account;
5. undertake to pay any security deposit (for Islamic trading account shall be put with Islamic financial institutions) required of us in relation to any of our Trading Account including without limitation deposit for purchase contracts made/transacted by us and/or on our behalf and that for deposit in cash, as a general rule, the fund in the possession or control of Company (whether held in a trust account or subject to a trust in favour of us or otherwise) will be commingled with funds of other clients of the Company (where applicable in a trust account in accordance with the provisions of CMSA). Consequently, it would be administratively difficult and counter-productive to attempt to allocate the respective interest entitlement (if the trust account be interest bearing)/return entitlement (if the Islamic trust account bearing any return on the account) on an individual basis. It is a condition for Company accepting us as a client that we agree therefore to waive and relinquish in favour of Company any and all entitlement to interest/return accruing to our share of funds in such trust account. We, by applying to open an account with Company and be a client of Company and/or accessing or using any of Company's services shall therefore be deemed to agree (and Company will and does materially rely on the effectiveness of such agreement) to such waiver and relinquishment. Company may, however at its discretion, pay from time to time, such portion of any actual interest/return it may receive with respect to such funds after deducting administrative charges as it deems appropriate;
6. undertake to make payments within the time stipulated under the Fixed Delivery and Settlement System (FDSS) imposed by BMSB, for shares and/or other securities purchased on our behalf regardless whether those shares and/or other securities are suspended, failing which the Company reserves the right, in accordance to FDSS, to dispose the same to clear our outstanding position with the Company, at any time without any further reference to us at any price and on such terms and conditions as the Company deems fit. The Company shall not be responsible for any loss or damages which we may incur or suffer by reason of such disposal and we shall be liable for and pay all contra losses arising therefrom. We shall also be responsible to settle any shares and/or other securities failed to be disposed of by the Company for whatever reason;
7. agree and undertake to ensure that the shares and/or other securities are available for delivery in our CDS account for selling order on the due date. Should we fail to comply, the Company will effect a "buy-in" in accordance with FDSS and we undertake to indemnify and pay the Company for all losses incurred in such events;
8. agree to pay to the Company all charges, cost or expense that may be imposed by the Company absolutely in relation to any debit balance outstanding in our Trading Account with the Company including without limitation interest/late payment charge at such rate as the Company shall determine, handling fee and service charges;
9. shall upon notice from the Company, forthwith pay all stamp duties, fees, costs, charges and expenses in connection with or incidental to this Application and agreements made thereunder, and all solicitors fee (on solicitors and clients basis), bank or financial institution or your administrative charges and expenses, and all charges imposed by the Appropriate Authorities having jurisdiction over our Trading Account with the Company;
10. if at any time the Company shall determine that we shall enter into additional legal arrangement with the Company or execute additional legal documents with the Company, then the Company may forthwith require us to enter or execute the same at our sole costs and expenses;
11. agree and covenant that the Company shall have a first, continuing and paramount lien, including but not limited to the following for all losses and other charges incurred under the Trading Account, which are due to the Company (from time to time incurred by us under any one or more of our other Trading Account with the Company):
12. All shares and/or other securities from time to time deposited in or credited to our CDS account in relation to or for the purpose of our Trading Account;
13. All shares and other securities from time to time deposited in or credited to all other CDS account now and from time to time hereafter opened by us with the Company as authorized depository agent; and
14. All monies including all dividends from time to time declared in respect of shares and/or other securities now and hereafter standing to our credit with the Company under our Trading Account as well as all monies whatsoever now and hereafter from time to time standing to our credit with the Company under all our other Trading Account with the Company;
15. irrevocably and unconditionally authorise the Company with or without notice to apply and/or transfer any of our securities, assets, cash or the other property relating to our Trading Account(s) and to utilise our sale proceeds or any sum standing to our credit in any Trading Account(s) held in the Company to settle any outstanding purchases or debt to the Company or its related companies whether under any of our Trading Account(s) in any manner the company deems fit and whether the transaction are effected on the same Exchange or different Exchanges and whether effected under the same Trading Account(s) or different Trading Account maintained at the Company. We acknowledge and agree that all payments shall be deemed received by the Company only upon issuance of the Company's official receipts. Should we make payment by cheques, same must be crossed "A/C Payee Only" and issued in favour of the Company;
16. in the event that any of our liabilities whether liquidated or otherwise remain outstanding and whether such liabilities are in respect of any moneys payable hereunder or otherwise howsoever due from us to the Company, the Company are hereby authorised to realise or sell any of our securities or assets in order to set-off, reduce or settle such liabilities or part thereof;
17. expressly and unconditionally authorise the Company at its absolute discretion without notice to us, sell and/or otherwise dispose of all or any securities standing to the credit of any of our CDS account(s) and/or withhold at your sole and absolute discretion any of our securities including paid shares in our Trading Account(s) and any securities in our CDS and refuse to act on our instructions to effect transfer/withdrawal of securities held in any of our CDS account(s) in the event that there is an outstanding debt or purchases due to the Company or its related companies under any of our Trading Account(s). In the event that there is a sale or disposal in the aforesaid manner, the Company is irrevocably authorised to utilise the sale proceeds to settle the outstanding debt due to the Company or its related companies in any manner and order as the Company deems fit. The term "outstanding debt" wherever mentioned shall mean the principal debt, interest payable including compound interest and any other charges which shall also include levies, fines or penalties whether imposed by the Company or otherwise (For Islamic Stockbroking, subject always to the principles of Shariah, the term "outstanding debt" wherever mentioned shall mean the principal debt, late payment charges and any other charges which shall also include levies, fines or penalties, in accordance with the principles of Shariah whether imposed by the Company or otherwise);
18. agree that the Company may suspend our Trading Account maintained with the Company in the event that there is an outstanding debt due to the Company or its related companies or for any other reason whatsoever that the Company may deem fit and we further agree that we shall have no claims whatsoever against the Company whether in contract or in tort for any losses suffered by us as a result of the Company exercising its rights under this Clause;
19. agree to pay the Company without demand, all outstanding debt arising from transactions effected for our Trading Account including legal fees incurred by the Company on a solicitor and client basis in the enforcement of any of our obligations and liabilities in connection therewith. We further agree to pay interest (including compound interest)/late payment charge (non-compounding) at the rate fixed by the Company (for Islamic stockbroking window, as approved by the Shariah Advisor, subject to the Resolution of Shariah Advisory Council (SAC) of Securities Commission (SC)), which may be varied from time to time (with or without notice to us). We also expressly agree that such rate of interest/late payment charge shall continue to apply to post-judgment debts;

20. agree 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 Company's authorised staff showing our indebtedness to the Company shall be binding and conclusive evidence in any legal proceedings against us;
21. agree that all orders for sale and purchase of the securities whether made orally, through telephone, fax or any other electronic media without further confirmation, shall be conclusively binding on us and we acknowledge and understand that not all trades will be executed concurrently with the order issued by us and that quoted prices may change before the order is executed due to market circumstances. We further agree that all orders issued by us whether in reliance on investment information obtained from the Company, the Company's authorised agents or Dealer's Representatives(s) or otherwise are at our own sole risk and that we shall have no claims whatsoever against the Company whether in contract or in tort for any losses incurred by us as a result thereof;
22. agree to be bound by any cancellation, partial cancellation or price adjustment of an executed trade made or approved by Bursa Securities due to an emergency, erroneous trade, system failure, unauthorised order, entry error or omission, systemic risk, or other applicable circumstances. Any request or intervention shall be subject to Bursa Securities' applicable criteria, deadlines, thresholds and conditions, and the Company may make all consequential adjustments to the Client's account and settlement obligations
23. declare that posting by ordinary mail or communication by electronic means including but not limited to Internet, electronic messaging system via mobile phone, facsimile or telex or telegraph by the Company to us of any entitlements in relation to the securities in our CDS Account, statements of accounts, contract notes, contra statements, cheques, notices, correspondences and/or other documents shall be deemed to have been duly received by us if sent by the Company to the postal or electronic address or mobile number last known to the Company (notwithstanding its subsequent return by the post office or the system administrator of the relevant internet service provider or mobile service provider and/or non receive by the Company due to failure in your electronic devices and/or mobile phone) unless We have otherwise authorised the Company in writing to release the aforesaid documents to our Dealer's Representative or agents in which the receipt by our Dealer's Representative or agents shall be deemed received by us;
24. that any notice given may take any form including without limitation to any electronically produced unsigned notice printed on the statement of account, contract notes, contra statements, any other documents sent by the Company to us or printed on their over-leaves or a notice placed at the Company's premises or other means deemed appropriate by the Company and we further agree that such notice shall be deemed sufficient notice to us under this Clause;
25. undertake (for Islamic Stockbroking-subject to the principles of Shariah) at all times to fully indemnify and keep the Company fully indemnified against all actions, suits, proceedings, penalties, fees, fines, debts, expenses, claims, legal fees, interest, demands, costs, charges, losses or damages which the Company may sustain or suffer or incur due to execution by the Company of any buy or sell orders given by us or any other party or parties having access to the Service whether with or without our consent or any breach or violation by us (or its agents or representatives or persons acting under it) of any part of these Terms & Conditions without limitation to the agreement, undertaking and covenants herein and be liable as a result of or in consequences of the Company's action pursuant to any instructions given by us and/or our default of the terms and conditions contained herein. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist thereafter notwithstanding the suspension, termination or closure of our Trading Account;
26. acknowledge that our Trading Account is subject to periodic review and that the Company is entitled at your absolute discretion at any time suspend and/or close or terminate our Trading Account with or without giving any reason whatsoever;
27. wherever the context herein admits, the singular shall also include the plural and vice versa. References to the masculine gender shall also include the feminine and neuter genders. Words applicable to natural persons shall include any bodies, companies, co-operatives and societies. The term "securities" employed herein shall bear the same definition as referred to in the Securities Commission Act, 1993. The term "Company "herein shall also include the principal office and all company branches;
28. that we have no claim whatsoever against the Company for any payments in respect of securities sold by us in the event we had authorised our dealer's representative or any other person to collect payments on our behalf from the Company;
29. that UOBKH will not be liable to make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation (sanctions exclusion).
30. confirm that we am/are solely responsible for conducting, monitoring, managing and otherwise dealing with our Trading Account and we hereby acknowledge that where trading is carried out through our appointed authorised person, the Company is not responsible for any actions of our authorised person. All transactions done through our appointed authorised person shall be at our sole risk and the indemnity under the foregoing provisions shall apply in your favour;
31. agree that failure on the part of the Company to insist at anytime upon strict compliance with these terms and conditions or any continued course of such conduct on the part of the Company shall in no event constitute or be considered a waiver generally or specifically by the Company of any of the rights or privileges of the Company;
32. will forthwith notify the Company in writing of any change in address on our part. Should we fail to notify the Company or should the Company fail to receive our notification, any notice send by the Company to the address last known to the Company shall be deemed to be sufficiently given. Any notice given by the Company shall be deemed effected upon the expiry of three (3) days from the date of posting by ordinary post;
33. the Company is authorised to disclose any information on us to any relevant authorities;
34. we hereby authorize Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") to disclose to the Company, and/or its agents, service providers and sub-contractors of the Company on information and/or documents pertaining to the affairs of our Account with Bursa Depository, and in particular, with relation to the portfolio held in our Trading Account. The authorization shall continue to be valid unless revoked by us in writing. We shall hereby release Bursa Depository from any losses and/or liabilities arising from or in connection with this authorization;
35. the Company may at your absolute discretion vary, modify and amend all the terms and conditions at any time or from time to time or impose additional terms and provisions as the Company shall think fit without further references to us and we agree that any variation, modification or amendment shall be binding on us;
36. agree that in the event that the Company fail to comply with any of the Bursa Malaysia Securities Berhad's rules, the Company will still have the right to sue us and we shall not use that as a defence against us. Without prejudice to the aforesaid, the Company may use the non-compliance of the Bursa Malaysia Securities Berhad's rules in your defence against the Company only if the non-compliance did not result from carrying out your instructions and is due to the gross negligence and default on the part of Company that caused direct losses and damages to be suffered by the Company;
37. confirm that we understand the full contents herein and the risk and obligations associated with trading in securities. We also confirm that we have full authority to enter into this contract and that any deficiency in our authority and/or legal standing shall not absolve us from our liabilities stated herein;
38. agree to submit to the exclusive jurisdiction of the Courts of Malaysia but the Company will be at liberty to settle any disputes that may arise out of or in connection with the Foreign Securities Account in any court in any jurisdiction. All transactions, terms and conditions herein and agreements between us and the Company shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia;
39. agree that for any disputes on our trading account, we shall submit official notice to the Company. Only in the event where Company does not respond to our official notice on our disputes within 60 days or we are not satisfied with the outcome of our complaint within 6 months from the date of the Company's final response letter, we shall file the dispute notice with Financial Markets Ombudsman Service (FMOS) via https://www.fmos.org.my;

40. if any of the provision herein declared illegal, void, prohibited or unenforceable in any respect under any law, the illegality, voidability, prohibition or unenforceability for any reason whatsoever shall be ineffective only to the extent of such invalidity or unenforceable and shall not invalidate or render illegal, void or unenforceable any other terms, conditions, covenants or undertakings herein contained;
41. agree and acknowledge that the terms and conditions stated herein shall be binding on our successor, liquidator, receiver, representative and assignee and shall not be prejudiced or affected by any change in the constitutions related to our interest. These terms and conditions shall survive any changes or successions in the Company's business and shall be binding upon the partners jointly and severally and upon their personal representatives;
42. for Islamic Stockbroking trading account which subject to the principles of the Shariah, we agree and acknowledge that the Company shall only deal in Shariah Compliant securities approved by Shariah Advisory Council of the Securities Commission or Shariah compliant Securities sourced out from Refinitiv or other Shariah Screening Methodologies as acceptable by the Shariah Adviser;
43. for Islamic Stockbroking trading account which subject to the principles of the Shariah, we agree and acknowledge that to only make subscription of shariah IPO stocks; and it's my obligation to refer SC website for shariah status of new IPO stocks; https://www.sc.com.my/development/icm/shariah-compliant-securities/shariah-status-for-companies-seeking-listing-on-bursa-malaysia-securities-berhad
44. in the event we have made any subscription of non shariah compliant IPO stocks via any means outside of UOBKH, amongst others including but not limited to via online IPO subscription platform or bank ATM, we hereby agree, acknowledge and provided consent that UOBKH shall open conventional trading account for us solely for selling Shariah non-compliant securities purposes, if applicable and/ or to perform shares transfer into conventional trading account on or prior to the first day of listing date. We are further agree and acknowledge that UOBKH shall reserve rights to force sell the non shariah IPO shares after 7 business days from the listing date in the event we refused to transfer the shares into conventional trading account, we hereby irrevocably consent to indemnify Company fully and to keep Company fully indemnified from and against any expenses, loss, damages or liability of which Company had incurred as a consequence of indemnify of the force-selling of non shariah IPO shares;
45. in the event we have existing holdings of securities due to reclassification into Shariah non-compliant status, We hereby agree and acknowledge that to either sell immediate or in the event the market price of the said securities is below the investment cost of which we are allowed to hold the shares, We further agree, covenant, and provided consent that after 7 business days or number of business days, whichever is earlier as determined by UOBKH subsequent to the date of reclassification of securities into Shariah non-compliant, UOBKH shall open conventional trading account for us solely for selling Shariah non-compliant securities purposes, if applicable and/ or proceed to perform shares transfer into conventional trading account.
46. any references to the words denoting to we/ us and the Applicant refers to the Account Holder and shall have the same meaning;
47. declare that we have read, fully understood and agreed to be bound by terms, conditions, covenants and undertakings herein stated.

48. **TERMS AND CONDITIONS FOR DISCRETIONARY FINANCING ACCOUNT AND/OR EXTENDED CONTRA ACCOUNT**

In consideration of the Company granting or agreeing to grant or continuing to make available a Discretionary Financing and/or Extended Contra Account (DF) Account to us, we hereby irrevocably and unconditionally further agree, covenant, undertake and declare that:

49. **Discretionary Financing and/or Extended Contra Account (DF)**
50. The DF Account shall be utilised for the purpose of trading on the stock exchange of Bursa Securities and/or any other stock exchange as may be approved by the Company.
51. The Company may allow us to use discretionary financing to settle our outstanding purchase position in relation to contract(s) from the market day after contract due date to be determined by Bursa Malaysia Securities Berhad ("Bursa Securities") from time to time ("Discretionary Financing"), or any contract due date as determined by company, whichever is earlier.
52. We shall solely use the Discretionary Financing for ready basis contract unless otherwise determined by the Rules and guidelines of Bursa Securities or company, from time to time.
53. We further agree that our Discretionary Financing shall be subject to a trading limit(s) set by the Company and the Company may as it deem fit, from time to time, at its absolute discretion set a maximum and minimum trading limit and shall have absolute right to increase and/or decrease our trading limit without further reference to us and such changes shall be binding upon our Discretionary Financing account.
54. In the event that we wish to use the Discretionary Financing facility to effect settlement of our outstanding purchase contract(s), we shall notify our dealer's representative latest by the contract due date as may be determined by Bursa Securities or the company, and we hereby unconditionally and irrevocably authorize our dealer's representative to notify the Company on the same date.
55. Should we fail to settle our outstanding purchase contract(s) by the contract due date and fail to notify the Company or its representatives as mentioned in paragraph 1.5 above, the Company shall at its sole and absolute discretion utilize the Discretionary Financing facility and we shall deemed to have given our consent to the Company to do so.
56. Notwithstanding the above paragraph 1.6, the Company may at its absolute discretion not to utilize the Discretionary Financing facility and shall deem that the settlement of the outstanding purchase position in relation to the contract(s) done on a contract date in our account shall be in accordance with FDSS due date or any other date as may be determined by Bursa Securities or the company from time to time.
57. **Settlement by way of cash/cheque**
58. Settlement of the outstanding purchase position of the contract shall be effected not later than the contract due date or any market day that is determined by Bursa Securities or the company from time to time.
59. **Settlement by way of "Contra"**
60. In the event that we opt to settle the outstanding purchase contract(s) by way of setting off against the subsequent sale contract(s) of the same securities ("Contra") which is subject to the Company's consent at its discretion by contract due date, or any market day that is determined by Bursa Securities or the company from time to time, the following guidelines shall be applied:
61. The difference resulting from a contra must be settled between ourself and the Company not later than any due date as determined by the Company from time to time or any other market day as may be determined by Bursa Securities from time to time;
62. The Company (for Islamic Stockbroking-subject to the principles of the Shariah) is at its discretion to impose any charges in respect of the contra transaction that it may deem fit;
63. The Company has the right to utilize any credit balance and/or shares in our account;
64. The contra losses will automatically be netted off with any contra gains without giving any notice to us;
65. Interest/Late Payment Charges shall be levied on the outstanding contra losses, inclusive of any other charges that may be imposed as per 3(ii) above, if we fail to settle the contra losses within the settlement period as mentioned in 3(i) above.
66. **Selling Out**

67. In the event that we fail to effect settlement of outstanding purchase position in relation to a contract in accordance with the time prescribed in the Rules and guidelines of Bursa Securities or any other earlier contract due date as determined by Company, the Company shall close off the purchase position by the time prescribed in the Rules and guidelines of Bursa Securities and shall institute a selling out by the next market day without giving any notice to us;
68. In relation to paragraph 4.1 above, the Company may, at any time after the institution of a selling out, sue us for the difference between the contract price and the market price together with all consequential losses and expenses, and all damages which the Company may sustain shall be recoverable from us as liquidated damages;
69. In the event of our death between the time of our placing of order to buy but before the securities are paid, the Company's right to institute selling out proceedings against us shall not be impaired and that our executors or administrators, as the case may be, shall be liable to pay for all losses and expenses incurred by the Company as a result of the selling out;
70. **Discretionary Financing Fees (DF Fees)**
71. the Company shall be entitled to charge us Discretionary Financing Fee, at the rate to be determined by the Company at its discretion from time to time, for each outstanding purchase position in relation to a contract for which the Company provides Discretionary Financing;
72. **Changes in the Company/Client**
73. We agree and acknowledge that the terms and conditions stated herein shall be binding on our estate, successor, liquidator, receiver, representative and assignee and shall not be prejudiced or affected by any change in the constitutions related to our interest. (These terms and conditions shall survive any changes or successions in the Company's business and shall be binding; in the case of a corporate account, upon the partners jointly and severally and upon their personal representatives; and in the case of an individual, upon our personal representatives, receiver or trustee whether in bankruptcy or otherwise).
74. **Termination of DF Account**
75. The Company may in its sole discretion and in accordance with the Rules of Bursa Malaysia with regards to Public Notification render one (1) trading day notice in writing, to terminate our DF Account and the whole principal amount outstanding thereunder together with interest/return thereon shall become due and immediately repayable/payable upon demand when the following occurs:-
76. in the event we entered into liquidation by passing of a resolution or by presentation of a court petition or a manager and/or receiver is appointed of the undertaking or property of us or any part thereof.
77. The Company may, without any prejudice to any other right or remedy of the Company and notwithstanding any waivers of any previous breach, suspend or terminate the DF Account if:
78. we are being wound up or have a receiver or manager appointed or have a scheme of arrangement entered into;
79. element of fraud is detected;
80. we have been in breached of this terms and conditions, rules and regulations of the Bursa Malaysia and the provision in the Securities Commission Act 1993;
81. the Company is of the opinion in good faith that such termination is necessary and desirable to protect the Company's interest.
82. **Other Terms**
83. Interest charges/late payment charges, at the rate to be determined by the Company at its discretion from time to time, shall be levied on the outstanding purchase contract(s) effective after the due date following the contract date to the date the contract is settled either by way of contra or cash. In case of Islamic Stockbroking, the rate of Late Payment Charges shall comply with the requirement of Shariah as accepted by the Shariah Advisor, subject to the Resolution of the Shariah Advisory Council of Securities Commission of Malaysia;
84. Discretionary Financing facility should not be granted to us if we are the persons fall under the categories of persons being restricted from obtaining margin financing facilities as mentioned in the Rules of Bursa Securities. Therefore, we hereby solemnly declare that, upon applying for such financing facilities, we are not the person(s) as mentioned above;

85. Further to paragraph 8.2 above, we shall be obliged to declare to the Company that should we are the person(s) fall under the aforesaid categories subsequent to us obtaining approval for such financing facility as and when we become one. Thereafter, our Discretionary Financing facility shall be ceased and we shall be held liable to any losses, inclusive of any charges and/or cost, that may be incurred;
86. The Company is authorised to apply, transfer, use and/or set-off any of our securities, or contracts relating thereto, contra gain and/or any credit balance in relation thereto, cash, sale proceeds or any other property therein, interchangeably between any of our account, whether individual or joint or from any of our account to any account guaranteed by us at any time or from time to time without notice at the absolute discretion of the Company.
87. Notwithstanding the provisions above, the Company, at its absolute discretion, reserves its rights:
88. to reject our application or impose such conditions or restrictions as the Company may deem fit without giving any reason therefore;
89. to disallow us from utilizing the Discretionary Financing to settle any of our outstanding purchase contract even after our application for Discretionary Financing has been consented by us and duly approved by the Company and we shall not hold the Company liable for any losses and/or costs that we may incur;
90. to discontinue the Discretionary Financing facility, that has been duly approved, to us solely at the Company's discretion;
91. to institute selling out on or demand the settlement of our outstanding contract(s), including any additional costs that may be imposed by the Company, at any time before the last market day of Discretionary Financing as may be determined by Bursa Securities from time to time or any contract due date as determined by company whichever earlier after the Discretionary Financing is effected without giving any prior notice;
92. to request additional and further collateral, as may be determined by the Company from time to time, before or after the Discretionary Financing facility is extended, failing which our outstanding purchase contract(s) can be forced sell and we shall unconditionally and irrevocably agree and undertake to fully settle all the losses and any other additional cost that may be imposed by the Company; and
93. to alter, waive and/or vary all or any of the terms and conditions of Discretionary Financing that the Company deems fit without any further notice being served to us and we shall abide by all the said alterations, waivers and variations at all times.
94. **Notice**

Any notice or demand by the Company shall be in writing signed by an officer of the Company or a firm or lawyers acting on behalf of the Company be sent by prepaid post or delivered personally to our address last known shall be deemed to have been received on the day it was delivered or if sent by post three (3) days after the date of posting.

95. **TERMS AND CONDITIONS FOR COLLATERALISED TRADING ACCOUNT**

In consideration of the Company granting or agreeing to grant or continuing to make available a Collateralised Trading Facility (Collateralised Account) to us we hereby irrevocably and unconditionally further agree, covenant, undertake and declare that:

96. **Collateralised Trading Facility**

97. The Collateralised Account shall be utilised by us or on our behalf exclusively for the sale and purchase of securities which are listed on the Bursa Malaysia Securities Exchange (Bursa) and/or any other stock exchange as may be approved by the Company. We declare that we are aware that this account does not constitute a Margin Account Facility and all transactions are subjected to the normal rules under the Fixed Delivery and Settlement System or any other system as imposed by the authorities.

98. We hereby agree and covenants that we may choose to convert an existing trading account to a Collateralised Account subject to there being sufficient collateral in our account or open a new account under the Company's Nominees account. The Nominees account will only be activated upon the clearance of monies deposited or shares pledged into the Company's Nominees accounts in the name of us.

99. The Company reserves the right to reject any application without assigning any reasons whatsoever.

100. **Collaterals**

101. We hereby acknowledge that the Collateral can be in the form of cash, cash plus shares or shares only.

102. If Collateral is only in the form of share, the Company reserves the right to determine the trading limit based on the Company's guidelines or the limit that it may deem fit from time to time.

103. All the securities are given 100% value or the value capping percentage and subject to single counter limit to be determined by the Company from time to time, whichever lower, of the preceding market day closing price and/or any price as determine by the Company from time to time.

104. The trading limit for the collaterised account shall be at the limit that the Company may deem fit and subject to review and changes from time to time by the Company.

105. The Company reserves the right at its absolute discretion to impose maximum and minimum trading limits as and when it deems fit.

106. For ISBW, the Collaterals to be used must always be Shariah compliant. If the Collateral is in the form of cash placed with Shariah non-compliant account, the collaterals shall always limited only to the principal amount of the Account.

107. **Operation of Collateralised Account**

a. We hereby covenant that all settlements of trade will be in accordance with Bursa's rules.
b. Any proceeds (whether sales or contra gains) shall only be paid to client provided the position of our account is satisfactory and that there are no outstanding contra losses or interest/late payment charge or bills.
c. Trades done must be within the limits given. Accounts shall be suspended when paragraph 3.4 occurs and shall continue to be suspended until additional collateral is pledged or outstanding position is cleared.
d. Accounts shall be suspended if the outstanding contra losses are not settled within the prescribed settlement date as may be determined by the Company from time to time.
e. Any overdue amount must be promptly settled upon demand, failing which cash collateral will be first used and applied to settle the outstanding amount and if insufficient, shares collateral will be sold and the proceeds will be used to settle the remaining outstanding amount.
f. The Company have the right to force sell the our share collateral if the outstanding amount due from us compare to the total share collateral (refer to clause above for valuation) exceed a certain ratio as determine by the Company from time to time (hereinafter refer to as "Force sell Ratio").
g. The facility provided can be withdrawn at the Company's absolute discretion.

108. **Nominee Services** (for nominee account only)

109. We hereby agree and confirm that all requests for registration of Right Issue, TSR, Warrants, Loans Stock/Shariah Compliant Loan Stock, Bond/Sukuk, etc must be made in writing and received by the Company upon notification not later than the number of days to be determined from time to time before the lodgement date.

110. **Charges**

111. The CDS opening account fees and CDS transfer fees will be borne by us.

112. Any other incidental costs relating to registration, delivery, postage, handling and other charges to be determined the Company, from time to time, at its absolute discretion will be borne by us.

113. **Right to Retain Collateral Lien**

114. We hereby irrevocably give our consents to the Company to retain such collateral shares and/or such monies standing to the credit of our Collateralised Account for as long as we shall in its absolute discretion think fit until all liabilities, whether certain or contingent, shall have been fully discharged and satisfied.

115. Bursa Rules for Lien On Securities shall and will apply in this context whereby:

116. the Company shall, in respect of any purchase of securities by us, have a lien on all securities for the time being held by the Company in our name in whatsoever form.

117. in the event any monies shall be owing to the Company by us in respect of a purchase of any securities, we shall be deemed to have given his consent to the Company borrowing on such securities (for Islamic Stockbroking-based on the Shariah principles of SBBA), and for such purpose pledging the securities or any of them to the extent of the amount outstanding on the Collateralised Account and without obligation to retain in its possession or control securities of like character or amount for such period until the monies owing are fully paid by us.

118. upon the Company giving reasonable notice to us, the Company may at its sole discretion sell such securities in the name of us whether held in the Collateralised Account or otherwise in the event the proceeds of such sale is insufficient to pay the outstanding amount in the Collateralised Account, the Company shall be at liberty to claim for the shortfall from us.

119. **Rights to Liquidate CDS shares and Set-Off**

120. We hereby agree and confirm that the Company shall, without prejudice to any other similar right to which the Company is entitled in law, have the right at any time hereafter with or without notice to or our concurrence to liquidate all or any part of the collateral shares and/or any monies standing to the credit of the Collateralised Account and to apply the proceeds of liquidation and/or monies in or towards payment or satisfaction of:-

121. the principal outstanding sum due from us to the Company arising from the Collateralised Account followed by all interest/late payment charges payable by us to the Company and broker charges; and

122. all other cost and charges, including legal costs on a solicitor-client basis, howsoever incurred by the Company in the recovery of the outstanding sum due for the Collateralised Account;

123. any remaining balance upon the deduction of all the above shall be paid to us.

124. **Debiting the Collateralised Account**

125. The Company shall have the right, at any time to debit our Collateralised Account with interest/late payment charges, commission charges and fees and all other monies incurred in connection with the Collateralised Account and the debited sum shall be a debt due and owing from us to the Company.

126. **Notification Statements**

127. Any statement, certificate or determination by the authorised officer of the Company as to monies, obligations or liabilities for the time being due, owing or incurred by us to the Company shall be conclusive and binding on us.

128. **Termination of Collateralised Account**

129. The Company may in its sole and absolute discretion and in accordance with the Rules of Bursa Malaysia with regards to Public Notification render one (1) trading day notice in writing, to terminate our Collateralised Account and the whole principal amount outstanding thereunder together with interest/late payment charge thereon shall become due and immediately repayable upon demand when the following occurs:-
130. the Company having exercised their right of set off pursuant to paragraph 3 above and here remains a shortfall due and outstanding from us to the Company in the Collateralised Account; or
131. in the event we entered into liquidation by passing of a resolution or by presentation of a court petition or a manager and/or receiver is appointed of the undertaking or property of us or any part thereof.
132. The Company may, without any prejudice to any other right or remedy of the Company and notwithstanding any waivers of any previous breach, suspend or terminate the Collateralised Account if:
133. We are being wound up or have a received or manager appointed or have a scheme of arrangement entered into;
134. element of fraud is detected;
135. We have in breached of this terms and conditions, rules and regulations of the Bursa and the provision in the Securities Commission Act 1993;
136. the Company is of the opinion that such termination is necessary and desirable to protect the Company's interest.

137. **Exemption/Exclusion Liability**

138. The Company shall not be liable for any act, omission neglect and/or default in relation to the maintenance of the Collateralised Account and the conduct on the part of the Company or all other connected matters thereto, including but not limited to the right of the Company to exercise selling out procedures save except for losses which occur as a direct result of the Company's gross negligence or willful default.

139. In any event, the Company shall not be liable for any loss or damage which we may sustain from the suspension of securities, selling of securities in settlement of losses, termination or resignation of dealer representatives handling our portfolios, wrong counters in selling or purchase of securities by dealer representative and modification, change, disruption of power supply resulting in breakdown of trading transmission to the Bursa Malaysia.

140. **Modification**

141. Notwithstanding the provision herein contained, the Company may in its absolute discretion:-
142. vary the terms and conditions herein and/or under and in respect of the Collateralised Account; and/or
143. increase, decrease or vary the limit of the Collateralised Account.

144. **Assignment**

145. The Company shall be at liberty at any time with or without our concurrence to assign and transfer the Company's rights, interest and benefits herein and the costs and expenses of the Company and of the assignee or transferee of and incidental to such assignment or transfer shall be paid by us.

146. We shall not assign or transfer his rights, interest and/or liability in the Collateralised Account to any other third party without the written consent of the Company.

147. **Notice**

148. Any notice or demand by the Company shall be in writing signed by an officer of the Company or a firm or lawyers acting on behalf of the Company and a demand or notice sent or transmitted to our address last known to the Company shall be deemed to have been received by us or his personal representative if sent by post at the expiration of forty-eight (48) hours after it has been posted, notwithstanding that it is returned undelivered, if sent by hand, immediately upon delivery by messenger or upon personal collection by us, if sent by telegram, twenty-four (24) hours after transmission, and if sent by telex or facsimile, forthwith transmission.

149. **Authorisation**

150. We hereby authorise the Company to force sell at any time without having to refer to our shares in our custody or CDS (Central Depository System) accounts to fully settle any outstanding losses, inclusive of any interest/late payment charges or incidental charges thereon, which remain outstanding for more than fourteen (14) days.
151. We further agree that the authorisation may not be revoked and withdrawal of any shares from the CDS accounts shall not be allowed until all outstanding sum in the Collateralised Account are fully settled and paid.

152. **TERMS & CONDITIONS FOR FOREIGN TRADING**

UOB Kay Hian (M) Sdn Bhd ("Company") in collaboration with its appointed Market Data Provider offers trading in foreign securities (for Islamic Stockbroking-subject to the principles of Shariah)via its website under such domain name (and/or any other name to be determined by the Company from time to time). The website and the Market Data are made available to the Applicant/ Client ('we/us") directly if we sign up for Online Trading likewise we may opt to trade through their Dealers Representative.

In consideration of the Company providing the Foreign Trading service for foreign securities (for Islamic Stockbroking-subject to the principles of Shariah), we hereby undertake and agree at all times to abide by the terms and conditions contained herein which shall form part of and are to be read collectively with the Covenants and Undertaking in the Application Form for Corporate/Institution/Association Applicant and/or the agreement(s) executed between us and the Company (relating to the products and services by the Company and the terms and conditions therein and shall include all supplements, amendments and variations thereto shall collectively constitute the contract between us and the Company.

153. **Definition**

"Exchange" in the case of foreign securities (for Islamic Stockbroking-subject to the principles of Shariah) means the relevant Securities Exchange on which the Transactions are effected;

"Foreign Rules" means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of any foreign stock exchange or any governmental or regulatory authorities of any foreign country, whether having the force of law or not, and all applicable laws in such foreign country which the Company and/or us may be bound or which applies to any of the Transactions and Transactional Services;

"Foreign Securities" means Securities (for Islamic Stockbroking-subject to the principles of Shariah) that are listed on a Securities Exchange outside of Malaysia and are not traded on Bursa Securities;

"Online Trading" means the internet based electronic facility(ies) that the Company makes, will make or has made available from time to time to us that will enable us to effect the Transactions and/or obtain market information and data, news, quotations, research information and analysis, alerts and any other information or publication whether in respect of the Transactions or otherwise;

"Website" means the website owned, operated, maintained and/or designated by the Company and accessible at the internet uniform resource locator (URL) designated by the Company from time to time that will enable us to gain access to the Online Trading.

154. **Rules Governing Foreign Transactions**

155. In addition to Bursa Rules, we agrees that their transactions (for Islamic Stockbroking-subject to the principles of Shariah) shall be governed by all the applicable constitution, by-laws, rules, regulations of the relevant exchanges on which the foreign securities are listed which includes all regulatory and government bodies and the clearing organizations of the relevant foreign countries and shall be fully responsible to comply with the stipulation therein. We hereby give consent to the Company to provide, where required, the information relating to his account to the relevant party.
156. The Company is entitled and hereby authorised by us, to take any action or refrain from taking any action which the Company considers appropriate for the purpose of complying with the Foreign Rules. The Company nor any of their respective officers, directors or employers shall not be held liable on any action

taken to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, his positions or any other action taken in the event that any exchange declares an emergency.

157. **Market Data Provider/Foreign Exchanges**

158. We shall be bound by any other terms and conditions of agreements executed between the Company and the Market Data Provider and/or relevant foreign exchange in relation to services rendered to facilitate his trading in foreign securities (for Islamic Stockbroking-subject to the principles of Shariah) . In relation to Online Services, the Company may in its absolute discretion, determine and vary the frequency, manner of use or availability thereof to us from time to time.

159. We comprehend the Company may be obliged to regard itself as being primarily responsible for the execution of his orders. Therefore the Company may, but is not obliged to take such measures (including effecting payment and settlement in respect of the orders which have been executed) as far as may be necessary to ensure non-default of the Company's own primary responsibility as aforesaid. We acknowledge that the Company is not obligated to provide us with notice prior to effecting payment and settlement in respect of the orders which have been executed. The Company shall be unconditionally entitled to claim all sums from us expended by the Company to effect payment and settlement in respect of our/our orders and instructions that have been executed.

160. **Market Data and Execution Delay**

161. Though the Company provides a platform for trading in foreign securities (for Islamic Stockbroking-subject to the principles of Shariah) by means of Market Data Provider, we acknowledge that there may be delays in stocks quotes and execution of orders. While the Company will take reasonable care to mitigate any such delay, we agree that neither the Company 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 us in reliance upon the information provided or for any interruption of any data or information provided therein.

162. **Trading Limit**

163. The Company may in its absolute discretion determine and vary the available trading limit based on our collateral (cash deposit or pledged shares) maintained with the Company for dealing in foreign securities (for Islamic Stockbroking-subject to the principles of Shariah) . We further agrees that the Company shall have the right at any time to refuse his orders or limit the purchases/sales ordered by him.

164. **Settlement Date**

165. We acknowledge that the delivery and settlement between the Company and us in respect of transactions in the securities (for Islamic Stockbroking-subject to the principles of Shariah) shall be effected not later than the scheduled statement date of the relevant exchange. When the scheduled settlement date falls on a public holiday in Malaysia, settlement shall be effected on the following market day for Malaysia.

166. **Restricted Trading Days**

167. Our foreign securities trading may be restricted to days when the Malaysian exchange, Bursa Malaysia, is open for trading. Therefore we may be unable to trade in securities when Bursa Malaysia, is closed for trading notwithstanding that the relevant exchange on which we wish to trade may be open for trading. The Company may at its absolute discretion (but is not obliged to) increase or decrease the trading days or vary the trading hours from time to time. The Company shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by us, or profit or advantage of which we may be deprived, which arises from the restricted trading days.

168. **Settlement Currency and Foreign Exchange Risks**

169. We agree that all transactions in the securities and monetary obligations relating to our Account shall be settled in Ringgit Malaysia unless otherwise agreed by the parties. All accruals if received in a foreign currency shall be converted at such rate of exchange as may be decided by the Company and credited into our Account in Ringgit Malaysia.

170. However, subject to the prior approval of the Company, transactions may be settled in a currency other than Ringgit Malaysia but at a rate of exchange determined by the Company in its sole discretion. We shall be fully responsible, and shall indemnify the Company save and harmless for any losses, damages, costs and expenses which may result from any currency conversion effected as aforesaid.

171. **Commission, Fees, Costs, Charges and Taxes**

172. We undertake to pay all charges that may be imposed by the Company and/or any Exchange or clearing organization, including but not limited to any withholding and other taxes and duties imposed by any competent authority on our account or transaction effected by us, any forex exchange gain/ loss and any fines or other penalties imposed by any competent authority.

173. **Acknowledgement of Risk**

174. We acknowledge that there are risks associated with dealings in securities (for Islamic Stockbroking-subject to the principles of Shariah) in multiple markets in the manner contemplated herein and agrees to have read, understood and accepted the Risk Disclosure Statement and the risks disclosed therein. We further confirm that the Company shall not be responsible in any manner whatsoever for the decision taken by us to deal in foreign securities.

175. **Automatic Liquidation**

176. We agree that if they do not pay for any securities (for Islamic Stockbroking-subject to the principles of Shariah) which their purchases or settle any other transaction with respect to securities by the settlement date of the purchase contract, the Company has the right to liquidate and impose charges on any or all of these transactions without further notice to us. The Company may, but need not, exercise this right on any day after the day on which the right to liquidate first arose. The Company will not be liable to us with respect to securities purchase transactions on which we has defaulted on for any loss suffered by us as a result of any fall in the market price of the securities between the first day the right to liquidate arose and the day it actually sells the securities.

177. Furthermore, we agree to pay interest/late payment charge to the Company on all monies due and payable by us under his account or with respect to the transactions in the securities by us at the prevailing rate of the Company. Such interest/late payment charge will be payable both before as well as after judgment.

178. **Rights of Set-Off**

179. We further acknowledge and agree that the Company has the right:

180. to consolidate all or any one of our liabilities to the Company;

181. to sell, assign, pledge, utilize, setoff, transfer and/or otherwise dispose, any sums standing to the credit (cash deposit or pledged shares) of any one or more of such accounts in or towards satisfaction of any of liabilities (including but not limited to settlement of any losses, claims, action, interest/late payment charge, suits, proceedings, liabilities, expenses and other charges accruing) to the Company in our foreign securities trading account or in any other respect whether such liabilities in any currency whatsoever be actual or contingent, primary or collateral or several or joint.

182. **Nominee/Custodian**

183. We recognise and consent to the Company to hold all securities purchased (for Islamic Stockbroking-subject to the principles of Shariah) for him either directly 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 or Sub-Custodian may or may not be within Malaysia and in the latter case, we consent to the Company having absolute discretion in their appointment or approval in their appointment. All costs associated with the holding of the securities by any of them shall be for our account. Accruals with respect to any and all securities so held if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as The Company thinks fit) and credited into our account.

184. Without prejudice to the terms for the provision of Nominee/Custodian services with respect to the securities set out in paragraph above, we acknowledge and consent to the fact that any securities belonging to us held with the Company or its Nominee or Custodian for any reason whatsoever may be held with securities held for other clients of the Company on an aggregate or omnibus basis.

185. Without prejudice to any clause herein, the Company is authorized (but is not obliged) either by itself, through a Nominee, Custodian, Sub-Nominee or Sub-Custodian or otherwise, do any lawful act or thing which in the discretion of The Company, is necessary to preserve the integrity of the securities and/or any account and/or to protect the reasonable interests of us and/or the Company.

186. **Utilisation of Securities** (for Islamic Stockbroking-subject to the principles of Shariah)

187. We agree that:
188. any transfer of securities from our account must obtain the Company's prior approval and in compliance with the laws, regulations and rules of the relevant exchange and shall be at the cost of us; and
189. the Company shall at all times have a general lien over any and all securities held by the Company for us as security for any outstanding obligation owed by us to the Company. The Company may at all times exercise this lien by effecting a sell out of any or all of such securities and apply the net proceeds towards settlement or discharge of our obligations to the Company.
190. **Exclusion of Liability**
191. We acknowledge that the Company shall use reasonable care in the selection of any Broker, Nominee, Custodian, agent or delegate, and shall not be liable for any loss, claim, damage, expenses or liability suffered or incurred by us, or profit or advantage of which he may be deprived, which arises from or in connection with:-
192. the insolvency of any Brokers, Nominee, Custodian, Sub-Nominee and Sub-Custodian; or
193. any act or omission of any broker, Nominee, Custodian, Sub-Nominee or Sub-Custodian, except in so far as the same arises as a result of the fraud, gross negligence and or willful default of the Company
194. any act carried out upon our instructions to the Broker, Nominee, Custodian, agent or delegate.
195. The Company shall not be liable or have any responsibility to us for any loss or damage incurred or suffered by him if the performance of the Company's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its reasonable 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 or any other force majeure.
196. **No Guarantee or Warranty**
197. We acknowledge that any trading recommendations and market or other information provided by the Company are extraneous to the provision of services under the trading terms and do not constitute any suggestion or an offer to sell or the solicitation of an offer to buy any securities in the relevant exchanges. Such recommendations and information although based upon information obtained from sources believed by the Company to be reliable, may be incomplete, may not have been verified and may be changed without notice to us. The Company makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished or as the tax consequences of our transactions.
198. **Authorisation**
199. Without prejudice to any clause herein, the Company is authorized (but is not obliged), either by itself, through its Nominee, Custodian, Sub-Nominee or Sub-Custodian or otherwise, to do any lawful act or thing which in the discretion of the Company is necessary to preserve the integrity of the securities custodies and/or any account and/or to protect the reasonable interests of us and/or the Company.
200. **Termination**
201. We agree that the Company may, by notice in writing, at its sole and absolute rights terminate the Foreign Securities Trading in the event of any failure by us to observe the terms and conditions herein and/or that the Company is in opinion, that the continued trading is not to the mutual benefit of both party. Upon termination, the Company shall be entitled to utilise any amount due to us and/or liquidate the securities to settle any outstanding amounts without further notice to us. The remaining amount shall be refunded to us in such manner as we shall direct. The remaining securities belonging to us shall be transferred to such account with such custodian or otherwise dealt with in the manner as we shall specify at our own cost and expense subject to the laws, regulations and rules of the relevant jurisdiction.
202. **Variations**
203. In the event of any conflict between these terms and conditions and the Foreign Rules, these terms and conditions shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect. We agrees that the Company may at its absolute discretion vary or add to the terms and conditions herein. Without limitation to the foregoing, such notices may be included as part of our monthly statement of account which such variations shall be deemed to be binding on us.

E. TERMS & CONDITIONS E-CONTRACT AND E-STATEMENT

In consideration of UOB Kay Hian (M) Sdn Bhd ("UOBKH") agreeing at the client's request that future contracts and statements will be available to the client ("We/us") through the UTRADE website, www.utrade.com.my, upon login to the my online trading account (known as the "Service"), and we hereby agrees as follows:

a. We shall agree to the terms and conditions relating to the Service as herein after provided, and we confirm that these shall be in addition to and not in substitution of UOB Kay Hian's standard terms and conditions governing its facilities and to the services which shall apply to the Service as if the said terms and conditions were repeated herein. In the event of a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail to the extent of such conflict. The use of the Service will constitute our agreement to and receipt of these terms and conditions as well as the acknowledgement of the inherent risks in the transmission of eStatement and eContract online.
b. The provision of this Service is at the UOBKH's discretion, and such Service may be modified, suspended, withdrawn, cancelled or discontinued by UOBKH at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, UOBKH shall notify us and shall revert to sending the statements in paper format to our last mailing address appearing on UOBKH's record. In the case of eContract, the eContract shall be available on UTRADE after login for 14 days. Once the Service is provided to us, UOBKH will cease to provide us with printed and mailed contracts and statements.
c. We are the designated user of my UTRADE account and shall take all necessary security measures and precaution to ensure that the User ID and Password to the UTRADE account is not accessed by any unauthorized party.
d. We may terminate the Service at any time by submitting a request in writing via post or email. We understand that UOBKH will revert to sending the statements in paper format to the last mailing address appearing on UOBKH's records.
e. We will be required to check all eContracts or eStatements for any unauthorized transactions. If we should be aware of any unauthorized transaction(s) on any of the eContracts or eStatements, we must notify UOBKH as soon as reasonably practicable but in any event not later than the stipulated applicable time period specified in the eContract and/ or in the eStatement. Any applicable time periods within which we must notify UOBKH of any unauthorized transaction(s) shall begin on the statement date printed on the relevant eContract and/or eStatement regardless of when we access or open the eContract and/or eStatement.
f. We acknowledge that UOBKH will use our best endeavours to ensure the security of the Service. Notwithstanding the foregoing, we agree that UOBKH shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the eContracts or Statements being incomplete, unavailable or delayed in transmission. We further acknowledge that the use of and the transmission of information via email may not be guaranteed to be secure. We acknowledge that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and we acknowledge that transmission may

be disrupted, interrupted, delayed or incorrect. We shall not hold UOBKH responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with my use of the Service including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails or internet transmission or other communication equipment or facilities. For the avoidance of doubt, UOBKH shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if the UOBKH shall have been advised of the same.

g. We shall not hold UOBKH responsible for any consequences that may arise as a result of any online communication between us and UOBKH which may be lost in transmission (whether in whole or in part).

h. We acknowledge and agree that UOBKH shall have the right to amend any term(s) of this agreement at any time by giving such notice in writing to us, whether by mail, facsimile, e-mail notification or otherwise or by placing prominent notices at UOBKH's branches and/or UOBKH's website and we agree to be bound by the same.

13 FOREIGN SECURITIES RISK DISCLOSURE STATEMENT

Foreign securities are subject to the laws and regulations of the jurisdiction it is listed in. Before the Applicant/ Client ("We/us") trade in foreign securities or authorise someone else to trade for us, we shall be aware of the risks that may affect the value of our investment.

1. This statement is provided to us in accordance with Rules of Bursa Malaysia Securities Berhad.
2. This statement does not disclose all the risks and other significant aspects of trading in foreign securities. We shall undertake such transactions only if we understand and am comfortable with the extent of our exposure to the risks.
3. We shall carefully consider whether such trading is suitable for us in light of our experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for us, we shall be aware of the following:
   (a) Foreign markets may be subject to different regulations, and may operate differently from Bursa Exchange in Malaysia. For example, there may be different rules providing for the safekeeping of securities and monies held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of our investment products or monies held in foreign countries. There is also the risk of our investment products or monies not being protected if the custodian has credit problems or fails. Foreign markets may also have different periods for clearing and settling transactions. These may affect the information available to us regarding transaction prices and the time we have to settle our trade on such foreign markets. These may affect the information available to us regarding transaction prices and the time we have to settle our trade on such foreign markets.
   (b) Foreign markets may be subject to rules which may offer different investor protection as compared to Malaysia. Before we start to trade, we shall be fully aware of the types of redress available to us in Malaysia and other relevant jurisdictions, if any.
   (c) Foreign securities may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on Bursa Exchange in Malaysia. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information, and the information published may only be available in a foreign language.
   (d) In some countries, legal concepts which are practiced in mature legal systems may not be in place or may have yet to be tested in courts. This would make it more difficult to predict with a degree of certainty the outcome of judicial proceedings or even the quantum of damages which may be awarded following a successful claim.
   (e) The Ministry of Finance in Malaysia may be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where our transactions shall be effected.
   (f) The laws of some jurisdictions may prohibit or restrict the repatriation of funds from such jurisdictions including capital, divestment proceeds, profits, dividends and interest/return arising from investment in such countries. Therefore, there is no guarantee that the funds we have invested and the funds arising from our investment shall be capable of being remitted.
   (g) Some jurisdictions may also restrict the amount or type of investment products that foreign investors may trade. This can affect the liquidity and prices of the foreign securities that we invest in.
   (h) There may be tax implications of investing in foreign securities. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in the foreign country, in Malaysia or in both countries.
   (i) My investment return on foreign currency-denominated securities may be affected by exchange rate fluctuations where there is a need to convert from the currency of denomination of the investment products to another currency, or may be affected by exchange controls.
   (j) We may have to pay additional costs such as fees and broker’s commissions for transactions in foreign exchanges. In some jurisdictions, we may also have to pay a premium to trade certain listed foreign securities. Therefore, before we begin to trade, we shall obtain a clear explanation of all commissions, fees and other charges for which we shall be liable. These charges shall affect our net profit (if any) or increase our loss.
   (k) Transactions on foreign exchanges or foreign markets are generally effected by the Malaysian Broker through the use of foreign brokers who have trading and/or clearing rights on those exchanges. All transactions that are executed upon our instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions being liquidated or closed out without our consent and/or may result in difficulties in recovering our monies and assets held foreign countries.
   (l) Foreign markets are influenced by the political, economic and social developments in the foreign jurisdiction, which may be uncertain and may increase the risk of investing in foreign securities.

14 STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT (NOT APPLICABLE FOR ISLAMIC STOCKBROKING)

1. This statement is provided to the Applicant/ Client ("we/us") in accordance with the directive of the Bursa Malaysia Securities Berhad.
2. The purpose of this statement is to inform us that the risk of loss in purchasing structured warrants can be substantial. We should therefore assess if the purchase of structured warrants is suitable for us in light of our financial circumstances. In deciding whether to purchase structured warrant, we should be aware of the following :
   - the purchase of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
   - in order to realise any value from a structured warrant, it is necessary to sell the structured warrant or exercise the structured warrant on or before their expiry date;
   - under certain conditions, it may become difficult to sell the structured warrant;
   - upon exercise of the structured warrant, 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 warrant;
   - placing of contingent orders, such as "stop-loss" or "stop-limit" orders, shall not necessarily limit our losses to the intended amount. Market conditions may not make it possible to execute such orders; and
   - the high degree of leverage that is obtainable from structured warrant because the small initial outlay can work against or for us. The use of leverage can lead to large losses as well as gain.
3. This brief statement cannot disclose all the risks and other aspects of purchasing structured warrants. We should therefore carefully study the terms and conditions of any structured warrant before we decide to purchase. If we are in doubt in relation to any aspect of this statement or the terms of a structured warrant, we should consult our Dealers Representative.

15 LEAP MARKET RISK DISCLOSURE STATEMENT(NOT APPLICABLE FOR ISLAMIC STOCKBROKING)

1. The LEAP Market is aimed at facilitating access to the capital market by small or medium sized enterprises ("SMEs") to which a higher investment risk may be attached. This market is a qualified market meant for sophisticated investors only, i.e. those who qualify under Part I of Schedules 6 and 7 of the Capital Markets and Services Act 2007 ("CMSA"). The issue or offer of securities on the LEAP Market is based on an information memorandum, and not a full prospectus registered with the Securities Commission Malaysia under section 233 of the CMSA. In the LEAP Market, sophisticated investors shall have the full responsibility for evaluating the disclosed information, as well as the merits and risks of investing.
2. The purpose of this statement is to inform us that apart from the normal risks involved in trading in securities, trading securities in the LEAP Market comes with other additional risks. We should NOT invest in the securities offered unless we are a sophisticated investor and we fully understands and are prepared to take the risks. We should assess whether the purchase of the securities is suitable for us in light of our knowledge, financial means, investment objectives and the risks we are prepared to take. The risks of investing in such securities include but are not limited to the following:
   (i) Small Companies
   Generally, the listed companies on the LEAP Market are smaller than the listed companies on the ACE Market or Main Market and may not have a proven track record in terms of operating history or profit track record. Hence, we should be aware that there is a higher risk of business failures which may adversely impact our investments should we choose to invest.
   (ii) Minimum Requirements on Disclosure and Governance
   The LEAP Market has a regulatory framework on disclosure and post-listing requirements appropriate for sophisticated investors only. This framework may be less prescriptive than that in the ACE Market or Main Market. The listed companies on the LEAP Market are required to provide only key information about its business plan, operations and financial information. This may affect our ability to make fully informed investment decisions.
   (iii) Liquidity Risks
   As a market limited to sophisticated investors only, the LEAP Market may not have the trading activities or liquidity of the ACE Market or Main Market. We may not be able to exit our investment as easily as in the ACE Market or Main Market. Limited trading activities or illiquidity in the LEAP Market may increase the risk of loss by making it difficult to effect transactions or sell the LEAP Market securities.
3. This brief statement cannot disclose all the risks and other significant aspects of trading securities in the LEAP Market. We should understand the key characteristics, business plan and financial information of the companies listed on the LEAP Market thoroughly and carefully study all the risks associated with securities in the LEAP Market and/or seek independent professional advice before we decide to invest.

16 INTRADAY SHORT SELLING RISK DISCLOSURE STATEMENT(NOT APPLICABLE FOR ISLAMIC STOCKBROKING)

1. This statement is provided to the Applicant/ Client ("We/us") in accordance with the directives of the Rules of Bursa Malaysia Securities Berhad ("**Rules of Bursa Securities**").
2. Intraday Short Selling 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.
3. We should have full understanding of the requirements pertaining to Intraday Short Selling before engaging in the same. We should independently evaluate our own financial position, risk tolerance and investment experiences while taking into account the following risk factors before engaging in Intraday Short Selling:
4. Types of risk:
   A. Investment risk: we should assess the investment risks arising from price fluctuation if we choose to engage in Intraday Short Selling. In the event the securities price increases instead of decreases, Intraday Short Selling may lead to extraordinary losses, because we may have to purchase the securities at a very high price in order to cover a short position.
   B. Trading costs: we should understand the trading costs resulting from frequent trading activities.
   C. Risks of failure to close off with a buy position on the same day as the short selling:
      (i) we should assess the securities we shall 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 a buying-in for the settlement of an uncovered position.
      (ii) It may become difficult for us 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 shall be deemed as non-compliance with the Rules and appropriate enforcement action may be taken against us.
5. This brief statement cannot disclose all the risks and other significant aspects of executing Intraday Short Selling. we should independently and carefully study the requirements pertaining to Intraday Short Selling, gain an understanding of other possible affecting factors, and perform a well-thought financial planning and risk evaluation before engaging in this activity. If we are in doubt in relation to any aspect of this statement, we should consult our dealer's representative.

17 RISK DISCLOSURE STATEMENT ON SECURITIES BORROWING (NOT APPLICABLE FOR ISLAMIC STOCKBROKING)

1. This statement is provided to us in accordance with Rule 7.18(4)(d) of these Rules.
2. The purpose of this statement is to inform us that the risk of loss in borrowing securities for the purposes permitted under these Rules can be substantial. we should assess if borrowing securities is suitable for us in light of our own financial circumstances. In deciding whether to borrow securities we should be aware of the following:
   (a) where the redelivery of securities to the lender, which securities is equivalent to the securities borrowed, is by way of purchase on the market, the buy price of the securities may be substantially higher than the price of the securities at the time of borrowing;
   (b) under certain conditions, it may be difficult to buy back securities equivalent to the [securities borrowed;
   (c) the [lender may recall the securities at any time which necessitates the buying back of securities equivalent to the securities borrowed; and
   (d) the securities borrowed may no longer be eligible for borrowing in the future and as such the lender may recall on all of that securities borrowed by all borrowers which may necessitate the buying back of the securities equivalent to that [securities borrowed, by all borrowers. This 'buying back' may result in the buy price of those securities going up significantly.

This brief statement cannot disclose all the risks and other aspects of borrowing of securities. we should therefore carefully study the terms, conditions, the rules and regulations pertaining to [borrowing of securities before engaging in this activity. If we are in doubt in relation to any aspect of this statement, we should consult our dealer's representative.

18 LEVERAGED AND INVERSE EXCHANGE TRADED FUNDS RISK DISCLOSURE STATEMENT

1. This statement is provided to the Applicant ("We/us") in accordance with the directives of the Rules of Bursa Malaysia Securities Berhad.
2. The purpose of this statement is to inform us that the risk of loss in purchasing leveraged and inverse Exchange Traded Funds ("**L&I ETFs**") units can be substantial. We should assess if the purchase of L&I ETFs units is suitable for us in light of our financial position, risk tolerance and investment experience while taking into account the following risks before deciding whether to invest in L&I ETFs:

   (i). We are subject to the risk of losing the full purchase price of the L&I ETFs units;
   (ii). We should keep in mind that L&I ETFs are intended to track and replicate up to a multiple of performance of an index or a multiple of the inverse performance of an index on a daily basis;
   (iii). As such, L&I ETFs are more suitable for short term trading/ positioning. Holding L&I ETFs units for more than a day could result in investment returns that deviate greatly from the multiple of performance of an index or a multiple of the inverse performance of an index that the L&I ETFs are supposed to track;

   We understand that an Index 2x Leveraged ETF does not necessarily give us twice the return of the Underlying Index which is illustrated in the following 3 scenarios:

   Scenario 1:
   5 days cumulative return comparison, index increases by 10% daily.

		Investment Amount (RM)		
End of Day	Daily Index Movement	Underlying Index	2X Underlying Index	Index 2x Leveraged ETF
0	NA	100.00	100.00	100.00
1	10%	110.00	120.00	120.00
2	10%	121.00	142.00	144.00
3	10%	133.10	166.20	172.80
4	10%	146.41	192.82	207.36
5	10%	161.05	222.10	248.83
Cumulative Return		61%	122%	149%

   2X Underlying Index cumulative return is 122% while Index 2x Leveraged ETF cumulative return over the same period is 149%.

   Scenario 2:
   5 days cumulative return comparison, index decreases by 10% daily.

		Investment Amount (RM)		
End of Day	Daily Index Movement	Underlying Index	2X Underlying Index	Index 2x Leveraged ETF
0	NA	100.00	100.00	100.00
1	-10%	90.00	80.00	80.00
2	-10%	81.00	62.00	64.00
3	-10%	72.90	45.80	51.20
4	-10%	65.61	31.22	40.96
5	-10%	59.05	18.10	32.77
Cumulative Return		-41%	-82%	-67%

   2X Underlying Index cumulative return is -82% while Index 2x Leveraged ETF cumulative return over the same period is -67%.

   Scenario 3:

5 days cumulative return comparison, index increases and decreases by 10% alternatingly.

		Investment Amount		
End of Day	Daily Index Movement	Underlying Index	2X Underlying Index	Index 2x Leveraged ETF
0	NA	100.00	100.00	100.00
1	10%	110.00	120.00	120.00
2	-10%	99.00	98.00	96.00
3	10%	108.90	117.80	115.20
4	-10%	98.01	96.02	92.16
5	10%	107.81	115.62	110.59
Cumulative Return		8%	16%	11%

2X Underlying Index cumulative return is 16% while Index 2x Leveraged ETF cumulative return over the same period is 11%.
Similarly, an Index (-1x) Inverse ETF will not give us the opposite of the cumulative return of the Underlying Index over a longer period:

Scenario 1:
5 days cumulative return comparison, index increases by 10% daily.

		Investment Amount (RM)		
End of Day	Daily Index Movement	Underlying Index	(-1)X Underlying Index	Index (-1x) Inverse ETF
0	NA	100.00	100.00	100.00
1	10%	110.00	90.00	90.00
2	10%	121.00	79.00	81.00
3	10%	133.10	66.90	72.90
4	10%	146.41	53.59	65.61
5	10%	161.05	38.95	59.05
Cumulative Return		61%	-61%	-41%

(-1)X Underlying Index cumulative return is -61% while Index (-1x) Inverse ETF cumulative return over the same period is -41%.

Scenario 2:
5 days cumulative return comparison, index decreases by 10% daily.

		Investment Amount (RM)		
End of Day	Daily Index Movement	Underlying Index	(-1)X Underlying Index	Index (-1x) Inverse ETF
0	NA	100.00	100.00	100.00
1	-10%	90.00	110.00	110.00
2	-10%	81.00	119.00	121.00
3	-10%	72.90	127.10	133.10
4	-10%	65.61	134.39	146.41
5	-10%	59.05	140.95	161.05
Cumulative Return		-41%	41%	61%

(-1)X Underlying Index cumulative return is 41% while Index (-1x) Inverse ETF cumulative return over same period is 61%.

Scenario 3:
5 days cumulative return comparison, index increases and decreases by 10% alternatingly.

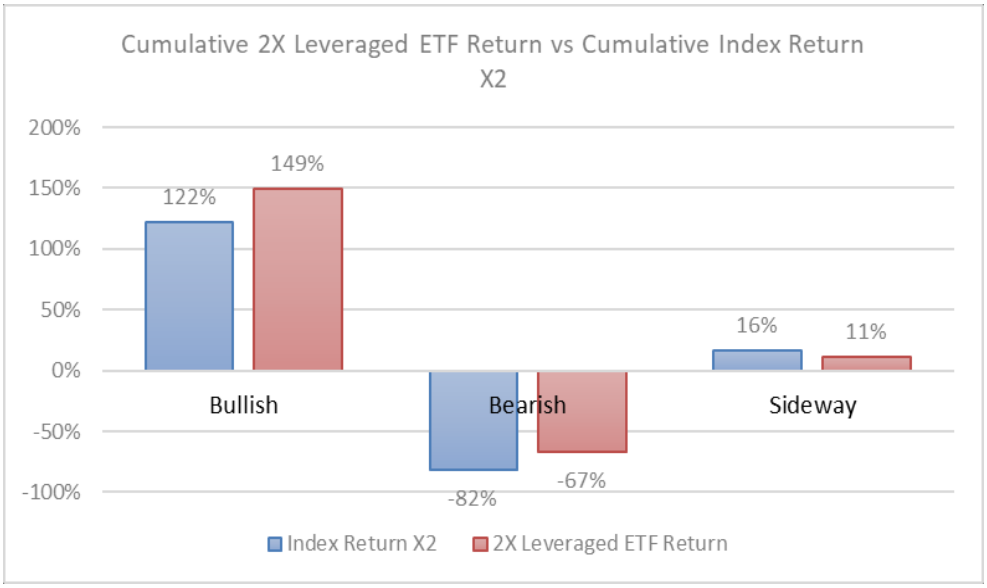
		Investment Amount (RM)		
End of Day	Daily Index Movement	Underlying Index	(-1)X Underlying Index	Index (-1x) Inverse ETF
0	NA	100.00	100.00	100.00
1	10%	110.00	90.00	90.00
2	-10%	99.00	101.00	99.00

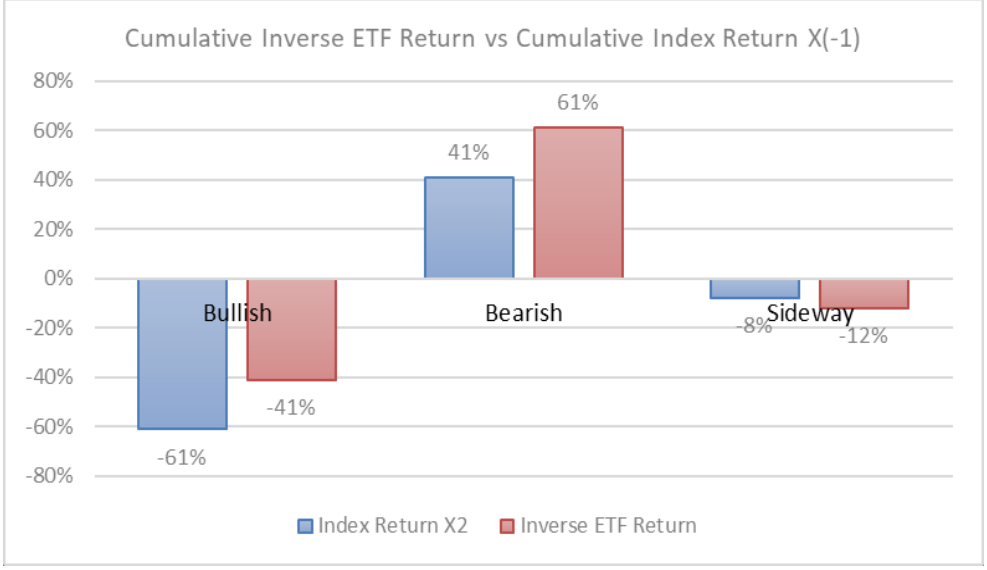
3	10%	108.90	91.10	89.10
4	-10%	98.01	101.99	98.01
5	10%	107.81	92.19	88.21
Cumulative Return		8%	-8%	-12%

(-1)X Underlying Index cumulative return is -8% while Index (-1x) Inverse ETF cumulative return over the same period is -12%.

In summary, we understand the compounding effect could potentially lead to deviations in cumulative returns between a leveraged ETF or inverse ETF with the corresponding multiples (2X for 2X leveraged ETF and -1X for Inverse ETF) of the underlying index's cumulative return.

From the charts below, such deviation could at times benefit us. For example, in a trending market where market valuation is trending upwards or downwards, we tend to benefit from compounding effect either by gaining higher returns or suffering less losses. However, in a volatile sideway market, the compounding effect is likely to put us at a disadvantage, either causing us to earn less returns or inflicting greater losses as compared to a multiple of the underlying index's cumulative return.





Disclaimer: the scenarios presented above are solely for illustration purposes only and does not take into account the impact of other factors (such as but not limited to management fees) on a fund's performances. Actual performances of L&I ETF units with respect to their Underlying Indices might differ under similar scenarios.

(iv). Placing of contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit our losses to the intended amount. Market conditions may not make it possible to execute such orders;

(v). The leverage obtained from a leveraged ETF can work against us as well as for us. It could lead to large losses as well as gains;

(vi). It is in our best interests to take effort to study all risks as contained in the prospectus of the L&I ETFs, including but not limited to interest rate risks, country risks, credit risks, foreign exchange risks, futures rollover risks, counterparty risks and liquidity risks; and

(vii). If we engage in purchase of L&I ETF units using margin financing or short sale of L&I ETF units, we may gain higher profits when the price movement conforms to expectations, or may otherwise suffer bigger losses. We may also face a margin call by the lender if the collateral maintenance ratio drops.

3. This brief statement cannot disclose all the risks and other aspects of purchasing L&I ETF units. We should carefully study the requirements pertaining to L&I ETFs and the content of the prospectus of L&I ETFs before we decide to purchase. If we are in doubt in relation to any aspect of this statement or the terms of L&I ETFs, we should consult our dealer's representative.
4. To learn more about L&I ETS, we may visit the following website on Bursa Academy: https://bursaacademy.bursamarketplace.com/en/article/equities/empower-your-etf-investment-journey

19 DIGITAL CURRENCY EXCHANGE TRADED FUND ("DIGITAL CURRENCY ETF") RISK DISCLOSURE STATEMENT

(1) This statement is provided to you in accordance with the directives under the Rules of Bursa Malaysia Securities Berhad.

(2) The purpose of this statement is to inform you of the risks in purchasing digital currency ETF units. You should carefully study the nature of digital currency ETFs and the associated risks and assess if the purchase of digital currency ETF units is suitable for you considering your financial position, risk tolerance and investment experience. You are advised to consider the following risks before deciding whether to invest in digital currency ETF:

(i) Investing in a digital currency is highly speculative and may be subject to significant price volatility. Investors may experience sudden and substantial losses, including the risk of a total loss of the entire investment;

(ii) The value of a digital currency ETF depends directly on the value of digital currencies it holds. As regulation of digital currencies continues to evolve globally, stricter regulations that limit or restrict the use of digital currencies could reduce trading activity or custody options. This, in turn, may affect the value of digital currencies and ultimately the performance of the digital currency ETF;

(iii) The acquisition and disposal of digital currencies in relation to a digital currency ETF may be conducted through digital asset exchanges or trading platforms that are new and still developing. Such exchanges or platforms may be subject to lower liquidity compared to other trading platforms, resulting in a delay in the acquisition or disposal of digital currencies. Digital asset exchanges or trading platforms may in the future, collapse, stop operating or temporarily or permanently shut down, due to fraud, cybersecurity issues, manipulation or security breaches. The potential consequences arising from the failure of a digital asset exchange or trading platform may adversely affect the value of the digital currency ETF;

(iv) There is a risk of loss, theft, destruction or inaccessibility of digital currencies potentially due to the loss, theft or compromise of the private keys held by the custodian, whether arising from cybersecurity breaches or destruction of storage hardware. To the extent a private key is lost, destroyed or otherwise compromised and no backup of the private key is accessible, such loss could adversely affect the value of the digital currency ETF;

(v) Blockchain networks, custodians, digital asset exchanges and trading platforms may be exposed to cybersecurity risk such as hacking or malicious software coding for purposes of misappropriating information and assets or causing operational disruption. Any such incident may adversely affect the value of the digital currency ETF; and

(vi) Digital currency ETF is subject to other risks as disclosed in the prospectus of the digital currency ETF, including fork1 , foreign exchange, and concentration risks. Given the rapidly evolving nature of digital currencies, including advancements in the underlying technology, market disruptions and resulting governmental interventions that are unforeseeable, an investor may be exposed to additional risks which are impossible to predict as of the date of this statement.

This brief statement cannot disclose all the risks and other aspects of purchasing digital currency ETF units. Accordingly, you should carefully study the content of the prospectus of a digital currency ETF before you decide to purchase. If you are in doubt in relation to any aspect of this statement or the features of a digital currency ETF, you should consult your Dealer Representative or seek any other independent professional advice.

20 APPLICABLE COVENANTS FOR ACCOUNTS BEING REFERRED BY MARKETING REPRESENTATIVE ("MR")

In the event that we are referred by a Marketing Representative ("MR"), we further agree that we have been briefed and understand that throughout the terms of a MR's registration with the Securities Commission ("SC"),:

1. The MR is prohibited from carrying out any regulated activities as mentioned in SC's Guidelines for Marketing Representative, such as:
   (i). to hold himself out as a licensed person or a registered person under section 76 of the CMSA;
   (ii). to carry out suitability assessment on us and providing us with specific recommendation;
   (iii). to take our orders, execute trades, handle or accept our monies or give transactional advice to us.
2. The MR is only permitted to carry out referral and marketing activity which includes –
   (i). arranging for us to meet with or speak to the Company;
   (ii). forwarding our particular to the Company;
   (iii). providing us with factual information relating to products and services offered by the Company including conducting presentations; or
   (iv). providing us the support services such as forwarding information on performance of stocks to us.
3. The MR has made appropriate disclosures to us which includes the following:
   (i). That he/she is carrying out referral and marketing activities on behalf of the Company; and
   (ii). Inform us that he/she is not allowed to give advice or provide recommendation in relation to the regulated activity.
4. The MR must refer us to a licensed person if we ask for specific recommendation or advice on a capital market product.

Thus, we shall not hold the Company liable in any manner whatsoever whether directly or vicariously for any act or omission by the MR in the event we suffer any losses or loss of opportunity cost in our trading and/or investment in view of our reliance on the proscriptive conduct of the MR which we are made aware of.

21 MEMORANDUM OF DEPOSIT FOR COLLATERALISED ACCOUNT

To : UOB Kay Hian (M) Sdn Bhd

Dear Sirs,

We hereby disclose that : -

i) all the stock, shares and securities held from time to time in our trading account which have been fully paid for in our Central Depository System (CDS) account, and/or any nominee/custody account of which we are the beneficiary (hereinafter referred to as the "Share Securities"); and

ii) any monies held by the Company from time to time for us or on our behalf, in trust, and/or in respect of any account which we hold with the Company (hereinafter referred to as the "Monetary Securities", which shall together with the Share Securities be referred to as the "Total Securities") are our own assets or assets of which we have power of attorney.

IN CONSIDERATION of the Company providing and/or continuing to provide to us, stockbroking facilities for trading in stocks, shares and securities on the **BURSA MALAYSIA** and/or any other recognised stock exchange or otherwise, we agree to the terms contained in this letter relating to the operation of our Trading Account and authorise UOB Kay Hian (M) Sdn Bhd to deal with the said securities in the manner specified in this letter.

We hereby confirm, agree, declare and/or undertake that: -

1. we are the legal and beneficial owner of the Total Securities and am legally entitled and able maintain or to pledge the Total Securities to the Company.
2. the Total Securities shall be a continuing security to the Company for all debts and/or outstanding balances by us to the Company, including but not limited to any monies now or hereinafter due under our Trading Account.
3. in the event any debt remains outstanding for five (5) trading days or any other period of time prescribed by the Company and/or the Company's nominees at the its absolute discretion, the Company and/or the Company's nominees shall at the its sole discretion, without giving us any notice, be entitled to deal with all or any of the Total Securities in the manner the Company shall deem and in particular but without prejudice to the generality of the foregoing, to immediately utilise or off-set the Monetary Securities against the debt due and/or to transfer, assign, charge and/or sell all or any of the Share Securities and do all necessary acts and execute all relevant documents to give effect to such transfer, assignment, charge and/or sale and to credit the proceeds of sales to settle the debt due and that the Company shall not deal with the balance of the Total Securities (if any) once all the debts as aforesaid have been paid in full to the Company.
4. in the event of any transfer, assignment, charge and/or sale of all or any of the Share Securities, we shall have no recourse against the Company and/or the Company's nominees in respect of any loss that we may suffer arising out of or in relation to or connected with any such transaction. Further, the Company shall not be held liable for any losses or damages occurred and/or suffered by us to any of the Total Securities.
5. the Share Securities may be registered by the Company in the Company's name or the Company's nominees' name or held in our CDS account and the Company shall be empowered in accordance with section 40 of the Securities Industry (Central Depositories) Act 1991, to request the central depository to transfer such shares into the Company's securities account or the Company's nominee's securities account and/or shall be authorised and empowered in accordance with Rule 7.07 Rules of Bursa Malaysia Securities Berhad to have a lien on Share Securities in our own CDS account. Notwithstanding the aforesaid, neither the Company or the Company's nominee shall be answerable or responsible for any diminution in value of any of the Share Securities, however arising, while the same are in the custody, possession or control of the Company or the Company's nominee. Further, while the Share Securities are in the custody, possession or control of the Company or the Company's nominees, the Company shall not be responsible to ensure that any rights, bonus or dividends declared in respect of the Share Securities are taken up, collected or received.
6. we shall immediately upon the Company's request and at our own cost and expense, deliver to the Company duly executed forms and/or other valid documents of transfer in respect of any or all the Share Securities and/or deposit further Monetary Securities as may be required by the Company.
7. the Company are irrevocably authorised to make enquiries and/or to request and receive ad-hoc statements of account in respect of our CDS account as aforestated maintained with the Company as an Authorised Depository Agent, as and when the Company shall deemed necessary at its absolute discretion without the need to seek our consent. The Company shall not be held liable for any claims, actions and/or proceedings of any kind and nature howsoever arising save except for losses which occur as a direct result of the Company's negligence and we hereby undertake to indemnify the Company against any losses of any kind and any nature which are incurred or suffered by the Company in respect thereof in connection with or as a result of the Company's exercise of the Company's right under this paragraph 7 and shall continue in full force thereafter notwithstanding the suspension, termination or closure of our Trading Account.
8. the Company are entitle to add, amend, delete or otherwise vary the terms and conditions herein at its absolute discretion, and we shall be bound by such variation, provided always that the Company shall have the absolute discretion and be at liberty to terminate and/or withdraw the arrangement and/or facilities allowed/provided pursuant hereto and to close all/any Trading Account(s) we have with the Company (whether a Trading Account or otherwise) without giving any reason therefor.
9. any contract notes, statements, notices, correspondences and/or other documents sent by the Company through the ordinary postal services, and/or communications by electronic means whether through the internet or facsimile or telex or telegraph, shall be deemed to have been duly received by us if sent to the postal or electronic address last known to the Company (notwithstanding its subsequent return by the post office or system administrator of the relevant internet service provider) and further agree that written confirmation of contracts entered into and any statement of account furnished by the Company shall be conclusive and binding on us/us if not objected to by us/us in writing within the next business day after the same is deemed to have been received by us/us.
10. any notices, demands and/or other correspondences sent to us by ordinary post to our last known address to the Company shall be deemed to be sufficiently given and effected upon the expiry of three (3) days from the date of posting notwithstanding its subsequent return by the post office.

22 LETTER OF AUTHORISATION

This is an IMPORTANT document. In considering whether to authorise anyone, the Applicant/ Client ("We/us") should be aware that such person are acting as our agents and this action would give rise to risks and legal consequences of which we must be prepared to accept. We **SHOULD NOT APPOINT THE REPRESENTATIVE** if we have not been informed of or does/do not fully understand the consequences. We are advised to obtain competent legal advice on our rights and obligations and clarify any doubts we may have before naming our representative(s).

By appointing the Representative, we, having read the above, hereby authorise and empower the the Representative(s):-

(i) to give instruction in writing for settlement of our own account;

(ii) to give written instruction for transfer of shares in my CDS account in the Company's nominees account to another CDS account;

(iii) to give written instruction or any mode of instructions acceptable by the Company for withdrawal of proceeds/trust money and payable in my favour;

(iv) to give written instruction for subscription/acceptance of all corporate actions related to my shareholding and to authorise the Company to debit my account for any charges when applicable;

(v) to give written instruction for closing of trading account and/or margin account and/or any other account we may have with the Company;

(vi) to act on our behalf to collect/receive cheques, CDS documentations/statements and such other relevant documents/statements; and

(vii) to carry out all and other matters (with the exception of trading and dealing related matters) in accordance with the Company's internal policy and procedures.

We hereby also declare that this authorisation shall bind our Representative(s) and successors-in-title and shall remain valid until the Company has received our written revocation or fresh Letter of Authorisation signed by us.

We understand that this authorisation could give rise to risks of loss, misappropriation and/or mishandling and do hereby undertake full responsibility for the same. We declare that the Company shall not be held liable or responsible to us for any loss or damage arising as a result of any act, neglect, omission or negligence of the Representatives(s) or any of them in their execution of their powers under this Letter of Authorisation. We shall not make any claim against the Company for all and any matters relating to this Letter of Authorisation.

We shall at all times fully and effectively indemnify the company and keep the company fully and effectively indemnified against any liabilities, claims , actions suits, proceedings demands, losses, charges penalties, fees, fines, costs and expenses whatsoever made, taken, bought, instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever (including and without limitation to negligence, innocence or fraudulence on the Company's part or on the part of the Company's agents, employees or servants) against the Company or by the Company to any person arising out of or incidental to this Letter of Authorisation

We also agree that the Company has the absolute right and discretion not to act on this authorisation whereupon we shall absolve the Company of all liabilities and claims as a result of it exercising such right and discretion.

23 PRIVACY NOTICE AND CONSENT

For the purposes of this Notice, we hereby expressly consent and authorise UOBKH to use, collect, record, store, share and process our personal information, including, without limitation, our contact details, background information, financial data and other information relevant to our application for the product and / or service which :

i. We have provided in this form or through any other contact with UOBKH Group (which shall include UOBKH's holding company(s), subsidiaries, and any associated company),

ii. has been obtained from analysis of our payment and other transactions / services within the UOBKH Group, or

iii. has been obtained from third parties such as employers, joint applicants / account holders, guarantors, legal representatives, industry / financial related associations, credit bureaus or credit reference agencies, retailers, social networks and fraud prevention agencies or other organizations.

Subject to the laws of Malaysia, UOBKH may use our personal data for the following purposes ("Purposes"):

(a) The processing of our application for facilities/services;

(b) Carrying out our instructions and performing the daily operations necessary in the provision of the facilities/services;

(c) Carrying out credit & other status checks and debt collections including reporting to credit bureaus and assisting other financial institutions to do so;

(d) Assessing our ongoing credit worthiness;

(e) Operating internal controls including determining amounts owed to or by us, payment to or collection of such amounts from us and from any persons providing security for our obligations and enforcing any charge or other security granted by or for us in respect of the facilities/services;

(f) To enable UOBKH to discharge their duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, any other written law, the rules of Bursa or any co-operation arrangement with any relevant authority or any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant local or foreign laws;

(g) To enable UOBKH to discharge their contractual obligations;

(h) To provide investor and other capital market education events and activities;

(i) To enable the resolution of a concern or complaint;

(j) To create directories or databases whether for publication or not;

(k) To provide ongoing information about UOBKH's events and programs, products and services to people that they believe may be interested in such event, programs, products and services;

(l) To consider applications for employment;

(m) To provide services;

(n) To research, develop and improve UOBKH's events, programs, products and services; and

(0) For any other purposes that is incidental or ancillary or in furtherance to the above purposes.

We hereby further consent and agree to UOBKH disclosing our personal information to:

(a) their parent company, subsidiaries, related and associated companies including their directors and advisers,

(b) their registered representatives, co-organisers of events, business partners and service providers;

(c) the Securities Commission, Bursa Malaysia, Bank Negara Malaysia, the Police, the Malaysian Anti- Corruption Commission, Companies Commission of Malaysia, Registrar of Societies and other supervisory, governmental or relevant authority;

(d) any relevant authority or body such as the Malaysian Institution of Chartered Secretaries and Administrators (MAICSA) or the Malaysian Institute of Directors (MID);

(e) any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant laws;

(f) the public at large by publishing the same in accordance with the relevant rules of Bursa;

(g) auditors, professional firms or entities; and

(h) any other person which UOBKH may think fit,

Notwithstanding the above, we further consent to the disclosure and/or transfer of our personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the UOBKH Group, provided that the recipient uses our personal information for the Purposes only. We understand and acknowledge that it will be necessary for UOBKH to process our personal information for the Purposes, without which UOBKH will not be able to provide the product and/or service that we have requested from UOBKH.

Where we have provided personal and financial information relating to others (e.g. joint-applicant, spouse, related parties and/or emergency contact persons) for the Purposes, we represent and warrant that we have their consent or that we are otherwise entitled to provide their information to UOBKH. We further understand that we may request for access to correction or deletion of our personal information or limit the processing thereof (including personal data of others provided by us) at any time hereafter and that any inquiries or complaints with respect to our personal information may also be channelled to UOBKH by submitting such request to UOBKH via post or email to the following address:

Customer Service
UOB Kay Hian (M) Sdn. Bhd.

Ground Floor, Menara Keck Seng
203, Jalan Bukit Bintang
55100 Kuala Lumpur
Tel: 03-21471888
E-mail: mycustomerservice@uobkayhian.com

24 NEW YORK STOCK EXCHANGE (NYSE) SUBSCRIBER AGREEMENT (APPLICABLE TO PROFESSIONAL SUBSCRIBER)

AGREEMENT FOR RECEIPT OF CONSOLIDATED NETWORK A DATA AND NYSE MARKET DATA (Professional Subscriber Agreement)
UOBKH agrees to make "Market Data" available to us pursuant to the terms and conditions set forth in this agreement. By executing this Agreement in the space indicated below, we ("Subscriber") agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of general applicability. Section 2 sets forth the special provisions of which apply insofar as Subscriber receives and uses Market Data made available pursuant to this Agreement as a Professional Subscriber.

SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

1. DEFINITIONS

(a) "Authorizing SRO" means each of the authorizing self-regulatory organizations (i.e., each CTA Plan Participant, each CQ Plan Participant and NYSE).

(b) "Interrogation," as used to differentiate devices and displays, refers to (i) displaying Market Data for a security in response to Subscriber's specific inquiries or (ii) displaying changes in Market Data as they occur for a limited number of securities specified by Subscriber.

(c) "Market Data" means (i) CTA Network A last sale information, (ii) CQ Network A quotation information, (iii) NYSE bond last sale information, (iv) NYSE bond quotation information, (v) NYSE index information and (vi) each other category of market information made available by NYSE as NYSE may designate from time to time. Each of the above categories includes all information that derives from the category's information. Stock and bond last sale prices and information deriving from those prices cease to be "Market Data" 15 minutes after the Authorizing SRO(s) make the prices available over their low speed data transmission facilities. NYSE may alter such period from time to time on 60 days' written notice to Subscriber.

(d) "NYSE Securities Information" means the Types of Market Data enumerated or referred to in clauses (iii)- (iv) of Paragraph 1(c).

(e) "Person" includes any natural person or proprietorship or any corporation, partnership or other organization.

(f) "Processor" means the processor under the CTA Plan and CQ Plan.

(g) "Subscriber Device" means a component of Subscriber Equipment* that provides an interrogation display,a tape display or both displays.

(h) "Subscriber Equipment" means any display device, computer, software, wires, transmission facility or other equipment by which Subscriber receives, displays or otherwise uses Market Data.

(i) "Tape," as used to differentiate devices and displays, refers to displaying on a current and continuous basis (i) last sale prices as made available over the data transmission facilities of one or more Authorizing SROs or as retransmitted by an authorized vendor or (ii) a subset of the prices so made available or retransmitted that Subscriber selects on the basis of, for example, transaction size or security.

(j) "Type of Market Data" means the Market Data in any of the categories enumerated or referred to in Paragraph 1(c).

2. PROPRIETARY NATURE OF DATA-Each Authorizing SRO asserts a proprietary interest in its "Relevant Market Data" (i.e., the Market Data that it furnishes to the Processor and in case of NYSE, that it otherwise makes available).

3. NYSE CAPACITY; ENFORCEMENT-Whenever this Agreement requires "NYSE" to take any action, or to receive any payment, information or notice, as to any Type of Market Data, NYSE acts on behalf of the Authorizing SRO(s) for the Type of Market Data. Any Authorizing SRO may enforce this Agreement as to its Relevant Market Data, by legal proceeding or otherwise, against Subscriber and may likewise proceed against any person that obtains its Relevant Market Data other than as this Agreement contemplates. Subscriber shall pay the reasonable attorneys' fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. CHARGES

(a) PAYMENT-Subscriber shall pay in United States dollars the applicable charge(s) as from time to time in effect, plus any applicable tax. Charges apply for receipt of Market Data whether or not used.

(b) BILLING-Subscriber will be billed in advance for recurring data and equipment charges on a periodic basis (monthly unless otherwise notified) based upon information that Subscriber or authorized vendors report. Subscriber will be billed upon incurrence for one-time charges, such as those relating to installations, relocations and provision of additional equipment facilities. Subscriber shall pay invoices promptly upon receipt. Errors in and omissions from invoices, and errors or delays in sending, or failures to send or receive, invoices, do not relieve Subscriber of its payment obligations.

5. DATA SECURITY

(a) RETRANSMISSION PROHIBITED-Subscriber shall use Market Data only for its individual use in its business. Subscriber shall neither furnish Market Data to any other person nor retransmit Market Data among its premises.

(b) CONTROL OF EQUIPMENT-Subscriber shall assure that it or its partners or officers and employees have sole control or physical possession of, and sole access to Market Data through, Subscriber Equipment.

(c) DISPLAYS ACCESSIBLE TO THE GENERAL PUBLIC-Notwithstanding the limitations of Paragraphs 5(a) and 5(b), Subscriber may install one or more Subscriber Devices on enclosed portions of premises to which the general public has access if Subscriber (i) controls the premises and access to them and (ii) gives NYSE written notice of the installation. Subscriber may permit individuals who are passing through or visiting the premises to operate or to view the devices on a sporadic basis, and for limited periods of time, during their temporary presence on the premises.

(d) EQUIPMENT SECURITY-Subscriber understands that this Paragraph 5 requires Subscriber to carefully locate and protect Subscriber Equipment. Subscriber shall abide by any written requirements that NYSE specifies to regulate the location or connection of Subscriber Equipment or to otherwise assure compliance with this Paragraph 5. Subscriber guarantees that any person installing or maintaining Subscriber Equipment will comply with this Paragraph 5.

(e) INSPECTION-At any reasonable time, Subscriber shall assure that authorized representatives of NYSE have access to the premises at which Subscriber Equipment is located, and, in the presence of Subscriber's officials, the rights to examine the equipment and to observe Subscriber's use of the equipment.

6. DATA NOT GUARANTEED-Neither NYSE, any other Authorizing SRO nor the Processor (the "disseminating parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any disseminating party. No disseminating party shall be liable in any way to Subscriber or to any other person for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission (ii) of nonperformance, or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party.

7. DISSEMINATION DISCONTINUANCE OR MODIFICATION-The Authorizing SROs may discontinue disseminating any Type of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages to Subscriber.

8. DURATION; SURVIVAL-Subject to Paragraph 7, either Subscriber or NYSE may terminate this Agreement on 30 days' written notice to the other. In addition, this Agreement terminates 90 days after Subscriber no longer has the ability to receive Market Data as contemplated by this Agreement. Withdrawal of an Authorizing SRO other than NYSE from the CTA Plan and the CQ Plan terminates this Agreement solely as to that Authorizing SRO. Withdrawal of NYSE from the CTA Plan and CQ Plan terminates this Agreement as to all other Authorizing SROs. Paragraphs 3, 5(d), 6, 15(c), 15(e) and 16(e) survive termination of this Agreement.

9. ENTIRE AGREEMENT: MODIFICATIONS-This writing contains the entire agreement between the parties in respect of its subject matter. This Agreement supersedes each previous agreement between Subscriber and NYSE pursuant to which Subscriber has been receiving Market Data except insofar as the earlier agreement covers receipt of Market Data through direct or indirect access to the high speed line described in the CTA Plan or the CQ Plan or any comparable high speed transmission facility that NYSE uses to make NYSE Securities Information available. The parties may only modify this Agreement by a writing signed by or on behalf of each of them.

10. ASSIGNMENTS-Subscriber may not assign all or part of this Agreement without the written consent of NYSE.

11. GOVERNING LAW; CONSTRUCTION-The laws of the State of New York govern this Agreement. It shall be interpreted in accordance with those laws. In prohibiting Subscriber from doing any act, this Agreement also prohibits Subscriber from doing the act indirectly (e.g., by causing or permitting any other person to the act).

12. APPLICABILITY OF 1934 ACT AND PLANS-This Agreement is subject to the Securities and Exchange Act of 1934, the rules under that act, the CTA Plan (as to CTA Network A last sale information) and the CQ Plan (as to CQ Network A quotation information).

13. NOTICES; NOTIFICATION OF CHANGES-The parties shall send communications relating to this Agreement to:

New York Stock Exchange LLC Subscriber (as above)
11 Wall Street
New York, New York 10005
Attention: Director of Market Data

Subscriber and NYSE may each change its address by written notice to the other. Subscriber shall give NYSE prompt written notice of any change in (a) the Subscriber information listed above, (b) any other information provided to NYSE in connection with initiating the receipt of any Type of Market Data, or (c) any description provided pursuant to Paragraph 15(d).

SECTION 2: SPECIAL PROVISIONS

This Part II applies only to the extent that Subscriber's activity or equipment falls within the scope of one or more of Paragraphs 14 through 16.

14. SECURITIES PROFESSIONALS: FURNISHING DATA TO CUSTOMERS AND BRANCH OFFICES

(a) SCOPE-This Paragraph 14 applies if Subscriber is a securities professional, such as a registered broker-dealer or investment adviser, and is an exception to Paragraphs 5(a), 5(b) and 5(c).

(b) LIMITED PROVISION OF DATA-Solely in the regular course of its securities business, Subscriber may occasionally furnish limited amounts of Market Data to its customers and clients and to its branch offices. Subscriber may so furnish Market Data to its customers and clients who are not on Subscriber's premises solely (i) in written advertisements, educational material, sales literature or similar written communications. or (ii) during telephonic voice communication not entailing the use of computerized voice synthesization or similar technology. Subscriber may so furnish Market Data to its branch offices solely (i) as provided in the preceding sentence, or (ii) through manual entry of the data over its teletype network. Subscriber shall not permit any customer or client to take physical possession of Subscriber Equipment. Subscriber shall abide by any additional limitations that NYSE specifies in writing.

15. REPORTING: RECORDS: EQUIPMENT DESCRIPTION

(a) SCOPE-This Paragraph 15 applies whenever an authorized vendor cannot know (e.g., by virtue of installing equipment or recognizing electronically a unique device identifier) all information necessary to bill Subscriber for applicable charge(s). For example, this Paragraph 15 typically applies to (i) Subscriber Devices not leased from NYSE or an authorized vendor, (ii) portable Subscriber Devices and Subscriber Devices that use portable components (e.g., software) to receive Market Data and (iii) Subscriber's receipt of Market Data through synthesized voice responses over telephones.

(b) REPORTING-Subscriber shall furnish to NYSE in writing such information, in such form and at such times, as NYSE may reasonably specify from time to time to permit billing of Subscriber for applicable charge(s). However, if an authorized vendor provides Market Data to any Subscriber Device, Subscriber shall furnish information regarding the device to the vendor instead of NYSE unless NYSE notifies Subscriber otherwise in writing.

(c) RECORDS-Subscriber shall maintain the records upon which it bases its reporting for two years following the period to which the records relate. Solely to monitor Subscriber's compliance with this Paragraph 15, authorized representatives of NYSE may examine and verify those records at any reasonable time in the presence of Subscriber's officials.

(d) EQUIPMENT DESCRIPTIONS-Upon NYSE's written request, Subscriber shall provide NYSE with a description acceptable to NYSE of any Subscriber Equipment that an authorized vendor or an Authorizing SRO does not supply.

(e) INDEMNIFICATION-Subscriber shall indemnify and hold harmless each Authorizing SRO from and against any liability, loss or damages caused by (i) any inaccuracy in or omission from, (ii) Subscriber's failure to furnish or to keep, or (iii) Subscriber's delay in furnishing or keeping, any report or record that this Paragraph 15 requires. Subscriber shall do so even if Subscriber depends on information from a third party and the third party caused the inaccuracy, omission, failure or delay. Without limiting the generality of the foregoing, if NYSE determines that, as a consequence of any such inaccuracy, omission, failure or delay, applicable Subscriber charges were not billed when incurred, Subscriber may be billed for those charges and Subscriber shall promptly pay those charges plus any applicable tax.

16. EQUIPMENT SUPPLIED BY AUTHORIZING SROS

(a) SCOPE: DEFINITION This Paragraph 16 applies to Subscriber Equipment that one or more Authorizing SROs supply ("SRO Equipment").

(b) OWNERSHIP-The Authorizing SRO(s) or their supplier(s) own SRO Equipment. Subscriber shall not relocate, remove or alter SRO Equipment, or attach to SRO Equipment any equipment other than authorized equipment that an authorized vendor supplies, without NYSE's written consent. Subscriber shall return SRO Equipment in the same condition as it was when installed except for normal wear and tear and for failures for which the Authorizing SROs are responsible under Paragraph 16(d).

(c) ACCESS TO PREMISES-Subscriber shall assure that authorized representatives of the Authorizing SRO's and of their suppliers and service contractors may install, repair, maintain, relocate and replace SRO Equipment, and may remove any SRO Equipment that Subscriber no longer wants or to which it is no longer entitled, at any reasonable time.

(d) SITE PREPARATION AND MAINTENANCE-Subscriber shall prepare the site for SRO Equipment in a manner acceptable to the Authorizing SROs and shall bear all costs of providing adequate space and power. The Authorizing SROs shall maintain SRO Equipment subject to applicable charges. Maintenance includes repair or replacement of failed SRO Equipment and parts as necessary. Extraordinary charges may apply if Subscriber caused the failure.

(e) WARRANTY AND SCOPE OF LIABILITY-THE AUTHORIZING SROS PROVIDE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Paragraph 16(d) sets forth the Authorizing SROs' entire liability for performance of SRO Equipment. The Authorizing SROs' liability to Subscriber for any liability, loss or damages relating to SRO Equipment other than for the cost of maintaining, repairing or replacing SRO Equipment, whether based in contract, in tort (including negligence and strict liability) or any other theory, shall in the aggregate not exceed the lesser of (i) $1000 or (ii) the total charges to Subscriber under this Agreement for the period preceding the breach or injury. The foregoing limitations do not apply to personal injury claims. In no event shall any Authorizing SRO be liable (i) for any indirect, incidental, special, consequential or punitive liability, loss or damages relating to SRO Equipment, regardless of the form of the action and foreseeability of the liability, loss or damages, or (ii) for any liability, loss or damages due to any "force majeure" (see Paragraph 6) or for any other cause beyond the reasonable control of the Authorizing SRO.

CERTIFICATION - By executing this Agreement, we hereby acknowledge that we have read the preceding terms and conditions that we understand them and that we hereby agree to comply with those terms and conditions.

25 NASDAQ SUBSCRIBER AGREEMENT

By executing this Agreement in the space indicated below, we ("Subscriber") have read the preceding terms and conditions that we understand them and that we hereby agree to comply with those terms and conditions.

1. USE OF DATA.

Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ or Securities and Exchange Commission ("SEC") Rule or any Financial Services Authority Rule ("FSA") or other applicable law, rule or regulation. Subscriber may not present the Information rendered in any unfair, misleading or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

a. Non-Professional or Private Subscriber — For Non-Professional or Private Subscriber, the Information is licensed only for personal use. By representing to Distributor that Subscriber is a Non Professional or Private Subscriber, or by continuing to receive the Information at a Non-Professional or Private Subscriber rate, Subscriber is affirming to Distributor and to NASDAQ that Subscriber meets the definition of Non-Professional or Business Subscriber as set forth in Section 14 of this Agreement. A Non-Professional or Private Subscriber shall comply promptly with any reasonable request from NASDAQ for information regarding the Non-Professional Subscriber's receipt, processing, display and redistribution of the Information.

b. Professional or Business Subscriber — For Professional or Business Subscriber, the Information is licensed for the internal business use and/or personal use of the Professional or Business Subscriber. Professional or Business Subscribers may, on a non-continuous basis, furnish limited amounts of the Information to customers in written advertisements, correspondence or other literature or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems or similar technologies. Upon request, Professional or Business Subscribers shall make its premises available to NASDAQ for physical inspection of Distributor's Service and of Professional or Business Subscriber's use of the Information (including review of any records regarding use of or access to the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement.

2. PROPRIETARY DATA.

NASDAQ grants to Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Distributor and thereafter, to use such Information as permitted under the terms of this Agreement and/or the NASDAQ Requirements. Subscriber acknowledges and agrees that NASDAQ has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ, and compilation or other rights to Information gathered from other sources. Subscriber further acknowledges and agrees that NASDAQ's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the Information through Subscriber, NASDAQ or its third-party information providers shall have the right to obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.

3. PAYMENT.

Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or NASDAQ (except for federal, state or local income taxes, if any, imposed on NASDAQ) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Subscriber. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Distributor's Service for failure to make payments shall not be considered an improper limitation of access by NASDAQ. For Professional or Business Subscribers, if any payment is due directly to NASDAQ under this Agreement, payment in full is due NASDAQ in immediately available funds, in the currency specified by NASDAQ by a check to NASDAQ, by electronic funds transfer to an institution of NASDAQ's choosing or by any other form of payment as specified by NASDAQ in Appendix 1, within fifteen (15) days of the date of an invoice, whether or not use is made of, or access is made to, the Information.

4. REPORTING.

Subscriber shall comply with all reporting requirements set forth in this Agreement. Except as otherwise detailed herein, Subscriber shall use best efforts to provide all reports within fifteen (15) days of the end of the applicable reporting period but no later than forty five (45) days from the end of the applicable reporting period. In the event of submission of applicable reporting pursuant to the Agreement, Nasdaq may Process Personal Data as part of the services or in support of its rights (including, but not limited to, its audit and usage review rights) under this Agreement. Subscriber shall provide to Nasdaq such Personal Data as reasonably requested by Nasdaq to perform the Services and enforce its rights (including, but not limited to, its audit and usage review rights) under this Agreement. The Parties agree to comply with provisions of the Data Processing Addendum (http://www.nasdaqtrader.com/content/AdministrationSupport/AgreementsData/GDA-DPA.pdf) with respect to any Personal Data Processed by Nasdaq, each acting reasonably and in good faith. With respect to individuals' whose Personal Data is Processed by Nasdaq, the current publicly-posted Privacy Policy (http://nasdaqtrader.com/Trader.aspx?id=Privacy) shall apply to such Processing. Subscriber agrees to refer any individual whose Personal Data may be processed by Nasdaq to the Privacy Policy with respect to the individual's rights with respect to such Processing by Nasdaq. Terms not otherwise defined in this Agreement shall be defined in the Data Processing Addendum.

5. AUDIT.

a. From time to time, and no more than once in any twelve (12) month period unless necessary due to suspected material non-compliance with this Agreement, NASDAQ, or its designee, may review Subscriber's: (i) records relating to the Information; (ii) reports and payments relating to the Information; and (iii) System and Service (and all instruments and apparatus used in connection therewith). For avoidance of doubt, NASDAQ shall not access, examine, observe, review or in any way gain disclosure to any information of Subscriber, which is protected under applicable banking secrecy regulations. NASDAQ will make reasonable efforts to provide at least thirty (30) days advance written notice of the audit, unless the audit is scheduled due to suspected material non-compliance. The audit shall occur during NASDAQ Market normal business hours, and conducted in locations where, as applicable, Distributor's records are kept, Subscriber's System is located, and/or Subscriber's uses the Information. NASDAQ shall comply with Subscriber's security policies while performing the audit which are provided to NASDAQ in advance in writing.

b. Subscriber shall provide reasonable cooperation to NASDAQ including: (i) promptly providing information or materials in response to any reasonable request; and (ii) making available for examination all records, reports, payments, and supporting documentation, and Subscriber's System

and Subscriber's Service necessary to reach a conclusion as to the accuracy and completeness of: (a) Subscriber 's reports to NASDAQ; (b) the payments connected therewith; (c) the approved System Description; and (d) compliance with this Agreement. c. NASDAQ shall endeavor to provide Subscriber with a preliminary audit response within ninety (90) days following the completion of any audit. NASDAQ shall discuss the outcome of any preliminary audit response in good faith with Subscriber or, at Subscriber's election, with Subscriber's designee.

d. After receipt of the preliminary audit response, Subscriber may elect, at Subscriber's sole cost and expense, to conduct a subsequent review. This subsequent review shall be completed and submitted to NASDAQ within ninety (90) days after the preliminary audit response is received by Subscriber.

e. If NASDAQ and Subscriber are not able to reach agreement concerning the preliminary audit response nor the subsequent review within: (i) sixty (60) days of Subscriber's submission or the subsequent review; or (ii) one hundred fifty (150) days of Subscriber's receipt of the preliminary audit response, provided that NASDAQ has proceeded with such examination and audit in good faith in accordance with the provisions hereof, then NASDAQ's determination (the "Final Audit") shall be deemed conclusive.

f. If the Final Audit determines an underreporting, underpayment or other financial non-compliance with this Agreement (and/or discloses additional underreported or underpaid amounts or other financial noncompliance), then such amounts shall be remitted to NASDAQ, together with applicable interest within sixty (60) days of the completion of the Final Audit. If Subscriber fails to remit such additional amounts to NASDAQ by the end of this sixty (60) day cure period, NASDAQ may upon advance notice to Subscriber, terminate as provided in Section 12 of this Agreement.

g. For any underreporting, underpayment or other financial non-compliance that is a result of a good faith error by Subscriber, Subscriber's liability shall be limited to unpaid fees, together with interest, for the three (3) years preceding the earlier of the date that: (i) Subscriber; (ii) Subscriber 's auditors; or (iii) NASDAQ first knew or determined that such underreporting, underpayment or other financial noncompliance has occurred, plus any costs and expenses as set forth in Section 5(h).

h. If any underreporting, underpayment or other Subscriber financial non-compliance is found to be equal to or greater than ten percent (10%) of the reported number of Reportable Units for any audited or unaudited period referred to herein, Subscriber shall, in addition to remitting the fees and applicable interest due relative to such underreporting, underpayment or other financial non- compliance, reimburse NASDAQ for any reasonable audit, legal or administrative costs and expenses incurred.

i. If the Final Audit reveals any material non-financial non-compliance with the NASDAQ Requirements, Subscriber shall submit all applicable materials demonstrating compliance with the NASDAQ Requirements, where reasonably practicable, within one hundred fifty (150) days after receipt of the preliminary audit response. If Subscriber fails to demonstrate compliance during this cure period, NASDAQ may, in its discretion at any time, with prior notice to Subscriber, terminate as provided in Section 12 of this Agreement.

j. If the Final Audit discloses an overpayment, then NASDAQ will apply the overpayment for the sixty(60) days prior to the end of the period being reviewed as a credit against amounts due from Subscriber.

k. If Subscriber 's payment of fees for Information is fixed, and does not fluctuate with the number of Reportable Units, NASDAQ will, in lieu of an audit, request relevant information or documentation related to Subscriber's use of the Information; provided, however, that NASDAQ shall retain the right, with reasonable Notice to Subscriber, during normal business hours, to conduct an audit on a confidential basis of any relevant documentation of Subscriber to ensure that Subscriber's use of the Information conforms to the NASDAQ Requirements. Such audit may only take place once per calendar year and only if such audit is deemed reasonably necessary by NASDAQ due to suspected noncompliance by Subscriber with the material provisions of this Agreement.

6. SYSTEM.

Subscriber acknowledges that NASDAQ, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Distributor's Service. Changes or the failure to make timely changes by Distributor or Subscriber may sever or affect Subscriber's access to or use of the Information. NASDAQ shall not be responsible for such effects. NASDAQ does not endorse or approve any equipment, Distributor or Distributor's Service.

7. EXCLUSIVE REMEDY.

NASDAQ shall endeavor to offer the Information as promptly and accurately as is reasonably practicable. In the event that the Information is not available as a result of failure by NASDAQ to perform its obligations under this Agreement, NASDAQ will endeavor to correct any such failure. If the Information is not available, is delayed, is interrupted, is incomplete, is not accurate or is otherwise materially affected for a continuous period of four (4) hours or more during the time that NASDAQ regularly transmits the Information due to the fault of NASDAQ (except for a reason permitted in this Agreement or in NASDAQ's agreement with the Distributor), Subscriber's or any other Person's exclusive remedy against NASDAQ shall be: a. If Subscriber or any other Person continues to receive the Information or any other data and/or information offered by NASDAQ, a prorated month's credit of any monies due, if any, for the affected Information directly to NASDAQ from Subscriber or, if applicable, from said other Person, for the period at issue; or b. If Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ, a prorated month's refund of any monies due for the affected Information directly to NASDAQ from Subscriber or, if applicable, from said other Person, for the period at issue. Such credit or refund shall, if applicable, be

requested in writing to NASDAQ with all pertinent details. Beyond the warranties stated in this section, there are no other warranties of any kind — express, implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose.

8. LIMITATION OF LIABILITY.

a. Except as may otherwise be set forth herein, NASDAQ shall not be liable to Subscriber, its Distributor or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ has been advised of the possibility of such damages. b. NASDAQ shall not be liable to Subscriber or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information that lasts less than four (4) continuous hours during the time that NASDAQ regularly transmits the Information or if the Information is materially affected for less than four (4) continuous hours during the time that NASDAQ regularly transmits the Information. c. If NASDAQ is for any reason held liable to Subscriber or to any other Person, whether in tort or in contract, the liability of NASDAQ within a single year of the Agreement (one year from the effective date of the Agreement) is limited to an amount of Subscriber's damages that are actually incurred by Subscriber in reasonable reliance (combined with the total of all claims or losses of Subscriber's Distributor and any other Person claiming through, on behalf of or as harmed by Subscriber) and which amount does not exceed the lesser of: i. For Subscriber or any other person that continues to receive the Information or any other data and/or Information offered by NASDAQ, a prorated month's credit of any monies due directly to NASDAQ from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue, or if Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ, a refund of any monies due directly to NASDAQ from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue; or ii. $500. d. This section shall not relieve NASDAQ, Subscriber or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. e. Subscriber and NASDAQ understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

9. DISCLAIMERS OF WARRANTIES.

NASDAQ and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

10.THIRD-PARTY INFORMATION PROVIDERS' LIMITATION OF LIABILITY.

NASDAQ's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of the Subscriber or any other Person seeking relief through Subscriber, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to Subscriber or any other Person seeking relief through Subscriber pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by Subscriber or any other Person seeking relief through Subscriber, as applicable.

11.CLAIMS AND LOSSES.

Subscriber will indemnify NASDAQ and hold NASDAQ and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement. Each party warrants and represents and will indemnify and hold harmless (and in every case, NASDAQ shall be permitted to solely defend and settle) another party (including NASDAQ) and their officers, directors, employees and other agents, against any Claims or Losses arising from, involving or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, workproduct or other legal privilege, or disclosure of information legally required to be kept confidential).

12.TERMINATION.

Subscriber acknowledges that NASDAQ, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In addition to terminations permitted under the Distributor's agreement, this Agreement may be terminated by Subscriber with thirty (30) days written notice to Distributor and by NASDAQ with thirty (30) days written notice either to Distributor or Subscriber. NASDAQ may also alter any term of this Agreement with ninety (90) days written notice either to Distributor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by the SEC in its regulatory authority, NASDAQ may terminate this Agreement with not less than three (3) days written notice to Subscriber provided either by NASDAQ or Distributor.

13. AMENDMENTS/AGREEMENT.

Except as may otherwise be set forth in this Agreement, NASDAQ may alter any term or condition of this Subscriber Agreement on ninety (90) days notice to Distributor, and any use of the Information after such date is deemed acceptance of the new term or condition. The means of notifying Subscriber of such new term or condition may include, but not be limited to, emailing such term or condition to the applicable Distributor or posting such alteration on the NASDAQTrader website or a successor site shall be as per the Summary. No failure on the part of NASDAQ, Distributor or Subscriber to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. Except as otherwise provided herein, no provision of this Agreement may be amended, modified or waived. If any of the provisions of this Agreement or application thereof to any individual, entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event of any conflict between the terms of this Agreement and of the Distributor's agreement, the terms of this Agreement shall prevail as between NASDAQ and Subscriber.

14. DEFINITIONS.

Act shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ Market in the United States. Affiliate shall mean any individual, corporation, company, partnership, limited partnership, limited liability company, trust, association or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party.

Claims or Losses — Any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or

incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation or other indirect loss or damage), and (b) administrative costs, investigatory costs, litigation costs and auditors' and attorneys' fees and disbursements (including in-house personnel).

Distributor shall mean Distributor and its Affiliates as identified in writing to NASDAQ.

Distributor's Service — The service from a distributor, including the data processing equipment, software and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

FSA shall mean a Financial Services Authority in Sweden, the United Kingdom, or other jurisdiction other than the United States. Information shall mean certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Distributor or from NASDAQ relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a NASDAQ Company; c) other information and data from a NASDAQ Company. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

NASDAQ shall collectively mean NASDAQ, Inc., a Delaware limited liability company and its subsidiaries and Affiliates (collectively "NASDAQ").

NASDAQ Markets shall mean the regulated securities and options exchange subsidiaries of NASDAQ and other regulated market subsidiaries of NASDAQ, including, but not limited to , The NASDAQ Stock Market ("NASDAQ"), the OMX Nordic Exchange ("OMX"), NASDAQ BX ("BX"), NASDAQ PHLX ("PHLX"), the Philadelphia Board of Trade ("PBOT"), NASDAQ CXC Limited ("NASDAQ Canada") and NASDAQ Europe. The NASDAQ Markets are each a "NASDAQ Market."

NASDAQ Requirements — All (i) rules, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC or an FSA, as may be applicable based upon the NASDAQ Market from which the Information is received ; (ii) the rules and regulations, disciplinary decision and rule interpretations applicable to NASDAQ Markets (iii) the NASDAQ Markets' decisions, policies, interpretations, operating procedures, specifications, requirements, and other documentation that is regulatory or technical in nature (including, but not limited to, user guides) published on the NASDAQTrader website located at www.NASDAQTrader.com or another website accessible by and made known to Distributor; and (iv) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions, and other requirements, whether promulgated by the United States, England, Sweden, Canada or any other applicable jurisdiction (including in the area of intellectual property); and (v) the successors, as they may exist at the time, of the components of the NASDAQ Requirements.

NASDAQ Trader shall mean the website located at www.NASDAQTrader.com or its successor site(s).

Or — Includes the word "and".

Person — Any natural person, proprietorship, corporation, partnership or other entity whatsoever.

Subscriber — When it appears alone, the word "Subscriber" encompasses all Non-Professional, Private, Professional and Business Subscribers. All subscribers are deemed Professional or Business unless they are qualified as Non-Professional or Private Subscriber.

NonProfessional Subscriber Any natural person who is NOT:

(a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association;

(b) engaged as an "investment advisor" as that term is defined in Section 202(a)(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act); or

(c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt.

Professional Subscriber - All other persons who do not meet the definition of Non-Professional Subscriber.

"System" shall mean any system NASDAQ has developed for the creation and/or dissemination of Information.

26 BURSA MALAYSIA-MARKET DATA SERVICE AGREEMENT

In consideration of UOB KAY HIAN (M) SDN BHD (the "Vendor") agreeing to make the Data available to you pursuant to the terms and conditions set forth in this Agreement ("Data Service"), you (the "User") hereby agree to comply with the following terms and conditions.

DEFINITIONS

"Agreement" means this Bursa Malaysia-Market Data Service Agreement (as may from time to time be varied or modified in accordance with its provisions) and includes all other documents or instruments made supplemental to it including but not limited to this Bursa Malaysia-Market Data Service Agreement.

"Data" means but is not limited to the real time trading data, stock summaries, orders, indices and news of listed securities and listed companies that are registered with or permitted to be traded on the Bursa Malaysia and any other information and data provided to the User pursuant to Data Service and this Agreement.

"Exchange" means the Bursa Malaysia.

"Intellectual Property" means all rights in the Data Service, trademark, service mark, copyright, patent, database, design, trade secret and any intellectual property rights, whether directly or indirectly related to the service provided hereunder and whether registered or not.

"Organisation" shall mean a company or institution and excludes its affiliated companies (including subsidiaries and related corporations) or institutions.

"User" means any client of the Vendor who is entitled to receive the Data Service from the Vendor.

TERMS AND CONDITIONS

1. **PROPRIETARY NATURE OF DATA** – The User understands and acknowledges that the Intellectual Property rights shall belong to the Exchange and Vendor and the User shall not reproduce, adapt, amend or do anything to the Exchange's or Vendor's Data or Intellectual Property. The User's responsibilities and obligations relating to Intellectual Property shall survive the termination of this Agreement.

2. **PERMITTED USE** – The User understands and acknowledges that the Vendor has been granted the right to distribute the Bursa Malaysia – Data by the Exchange and it shall only use the Data Service in the following manner:

(a) Within its Organisation and in the ordinary course of its own business (which shall not include dissemination to third parties); or

(b) For his/her personal use only and not for commercial use

And shall not disseminate, distribute, reproduce or publish the Data to any other person or entity in any manner whatsoever. The User agrees that it shall not use or permit the use of the Data or Data Services or any part thereof for any illegal purpose.

3. **DISSEMINATION, DISCONTINUANCE OR MODIFICATION** – The User understands and acknowledges that, at any time; the Vendor may discontinue, suspend, change or eliminate any transmission method and may change transmission speeds or other signal characteristic. The Vendor shall not liable for any resulting liability, loss or damages that may arise therefrom.

4. **DURATION; SURVIVAL** – This Agreement remains in effect for so long as the User has the ability to receive the Data Service as contemplated by this Agreement. In addition, the Vendor may terminate this Agreement (a) at any time at the Vendor's discretion or (b) immediately when the User fails to comply its obligations under this Agreement. In case the User breaches this Agreement, the Vendor is not required to return the fees which the User has already paid. This however shall not deprive the Vendor of the right to demand damages or act otherwise as provided by the law.

5. **DATA NOT GUARANTEED** – The User understands that the Vendor does not guarantee the timeliness, sequence, accuracy or completeness of the Data Service and/or Data. Neither does the Vendor guarantee that the Data Service will be free from all defects, whether such defects are a result of hardware, software or any communications devices. The User shall not hold the Vendor liable in any way (whether in tort or contract or otherwise) for (a) any defect, inaccuracy, interruption, error or delay in, or omission of any such Data, information or message; or (b) any loss or damage arising from or occasioned by any such defect, inaccuracy, error, delay or omission, non-performance or interruption in any Data, information or message, due to any negligent act or omission by the Vendor or due to any "force majeure" events or to any other cause beyond the reasonable control of the Vendor.

6. **FEES** – The User also acknowledges and understands that there are certain fees required to be paid in order to view/receive the Data. The fee shall be chargeable at the prescribed rate charged by Bursa Malaysia and subject to GST/SST if applicable payable in advance. The fee shall not be refunded on any unused portions of the subscription. The Vendor reserves the right to change the fee without prior notification to the User.

7. **DURATION OF DATA SERVICE** – Minimum duration shall be a period of 12 months which shall be renewed upon request by the User. In the event that the User wishes to terminate this Data Service, notification to terminate the service shall be given by the User to the Vendor at least one month prior to the expiry date.

8. **CONFIDENTIALITY** – The User shall not disclose any Data received to any other persons by any means unless required by operation of law. This duty to keep confidential any Data shall survive the termination of this Agreement.

9. **GOVERNING LAW AND JURISDICTION** – This Agreement is governed by and interpreted in accordance with the laws of Malaysia. The Malaysia courts shall have jurisdiction over any dispute arising from the performance or interpretation of this Agreement, without prejudice to the right of the Vendor to bring proceedings in any other court of competent jurisdiction.

10. **TAX** – Without prejudice to any other provision herein, the User shall be liable for any Malaysian goods and services tax payable in connection with or arising out of this Agreement or any services in connection therewith. The tax invoice will be issued, transmitted or made available to the User by electronic means and the User hereby agrees and consents to receiving such electronically transmitted tax invoice

UOB KAY HIAN (M) SDN BHD reserves the right to make changes to this Agreement without prior notice.