

**COVENANTS, TERMS AND CONDITIONS AND DECLARATION AND RISK DISCLOSURE STATEMENT FOR TRADING ACCOUNT APPLICATION (“T&C”) INDIVIDUAL APPLICANT (Hereinafter referred to as the Client once the Applicant is onboarded.)****1 DECLARATION AS PER BANK NEGARA MALAYSIA’S FOREIGN EXCHANGE ADMINISTRATIVE POLICY**

I hereby declare that I 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. I also understand that the same policy applies for my trading in securities listed in foreign Exchanges. Henceforth, all rules pertaining to investment in foreign currency assets are applicable.

In the event I am a Malaysian resident with domestic borrowing, I do solemnly declare that:

1. I 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 my relevant trading account(s);
  2. I shall be fully responsible to monitor my share trading, limits and ensure compliance of my 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 my domestic ringgit borrowings status should change, it is my 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 Securities (M) Sdn Bhd (“the Company”) Privacy Notice, I hereby solemnly:

1. declare that I 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 me;
2. consent, permit, agree and authorize the Company to have full access to my personal data and process my personal data information for the purposes stated in the Notice; and
3. undertake that I shall update and/or keep my personal data information up-to-date with UOBKH.

**3 PERSONAL INFORMATION COLLECTION STATEMENT CONCERNING NORTHBOUND CHINA CONNECT ORDERS****Processing of Personal Data**

I acknowledge and agree that in providing the Stock Connect Northbound Trading Service to me, UOB Kay Hian Securities (M) Sdn Bhd (“the Company”) shall be required to:

- (i) tag each of my orders submitted to the China Stock Connect System (“CSC”) with a Broker-to-Client Assigned Number (“BCAN”) that is unique to me or the BCAN that is assigned to my joint account with the Company if appropriate; and
- (ii) provide to the Hong Kong Exchanges and Clearing Limited (the “Exchange”) my assigned BCAN and such identification information (“Client Identification Data” or “CID”) relating to me as the Exchange may request from time to time under the Rules of the Exchange.

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

- (a) to disclose and transfer my 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 my 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 my 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 my 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 my 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 my 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, I acknowledge and agree that the Company may use my 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. I also acknowledge that despite any subsequent purported withdrawal of consent by me, my 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 my 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 my trading instructions or provide me with the Company's Stock Connect Northbound Trading Service.

**4**

#### **DECLARATION FOR UTRADE SERVICES**

In consideration of UOB Kay Hian Securities (M) Sdn Bhd ("the Company") extending the UTRADE Services to me, I 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. I shall subscribe the Company's UTRADE Services for a minimum of one (1) year and I 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 me where upon the duty of being updated as to the same or being aware of it from time to time falls within my own responsibility;
4. I understand and agree that all costs and charges incurred by me in using Company's UTRADE Services shall be borne by me and I authorised the Company to debit my Trading Account with the Company for charges (if any) without refund;
5. I understand and agree that the Company reserves the sole and absolute discretion right to reject, withdraw or terminate my application or usage of the Company's UTRADE Services without notice and assigning any reason thereto; and
6. I shall register online and activate the UTRADE account and shall thereupon give my consent and acceptance to all the Terms and Conditions of the Company's UTRADE Services online of which it shall be my responsibility to periodically check and keep updated from time to time.

**5**

#### **AUTHORISATION AND UNDERTAKING FOR MULTICURRENCY SETTLEMENT**

##### **AUTHORISATION**

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

##### **DECLARATION, UNDERTAKING AND ACKNOWLEDGMENT**

1. In consideration of the abovementioned authorization and request, I 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 I 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 my 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 me when I place my order cannot be changed once the contract has been booked out.
  - d) in the event I choose to settle in foreign currency but fail to make available the required fund, I agree that the trade settlement shall be by default currency of MYR and I 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, I 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 in consequence 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 my account with the Company.

**6**

**DECLARATION FOR ELECTRONIC PAYMENT**

I hereby:

1. affirm that all the information stated in the trading application form are correct as at the date of the form and I am the beneficial owner of the bank account number and account name as stated herein.
2. authorise the Company to credit into my bank account all my sale proceeds, contra gains, credit withdrawal and any sum standing to credit arising from my transaction(s) conducted through all the trading account(s) with the Company. Whilst the Company is authorised to pay direct to my bank account, I 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 me.
3. irrevocably authorise the Company to utilize the sale proceeds, contra gains and/or any sum standing to credit in my trading account(s) to set off against any amount due by me in any manner the Company deem fit.
4. irrevocably consent to disclose such of my personal information, as may be necessary to facilitate any payment that may be due to me in respect of the selling of securities, contra gains, credit withdrawal and any sum standing to credit in my trading account, directly into my 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**

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

1. consent to the issuance and delivery of contract notes and statements/advices to me 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 I 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 me via web portal, the Contract Note/Statement/advices shall be sent to me in a hardcopy form via the post.
5. agree that this instruction shall be valid until written revocation is given by me to the Company. I also understand that the Company may cancel this service without providing any reason and/or prior notice to me.
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 my above request. I 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 I have not willfully withheld any facts.

**8**

**ACKNOWLEDGEMENT AND DECLARATION BY APPLICANT**

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

1. confirm and declare that I 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 I may have requested to open now or in future;
2. acknowledge that I have received a copy of the **STRUCTURED WARRANTS RISK DISCLOSURE STATEMENT** and understand its contents which have been explained to me;
3. I 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 me;
4. declare that I 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 my applications shall constitute a valid agreement binding on me 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 I 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 I do not apply or sign up 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 me;
6. agree that the Company reserves the right to reject this application without assigning any reasons whatsoever;
7. understand that the information supplied by me 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 me;
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 I 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 my 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.**

I 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 Individual Applicant, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary;
- b) I 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). An individual whose total net personal assets, or total net joint assets with his or her spouse, exceeds RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
  - ii). An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding 12 months; or
  - iii). An individual who, jointly with his or her spouse, has a gross annual income of RM400,000 or its equivalent in foreign currencies per annum in the preceding 12 months.

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

- If I 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), I shall separately inform the Company.
- 12.1 Accordingly, I hereby irrevocably and unconditionally undertake to indemnify 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 my declaration as herein contained.
  - 12.2 I make this declaration conscientiously believing the same to be true and accurate.
  - 12.3 I acknowledge that I have received a copy of the LEAP MARKET RISK DISCLOSURE STATEMENT and understand its contents which have been explained to me.
  - 12.4 I understand and agree that the Company reserves the right to reject, withdraw or terminate my application without notice and assigning any reason thereto.

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

I 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 Individual Applicant, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary;
- b) I hereby declare that I have fulfilled one of following qualifying criteria:
  - (i) I 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:
    - An individual whose total net personal assets, or total net joint assets with his or her spouse, exceeds RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
    - An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding 12 months; or
    - An individual who, jointly with his or her spouse, has a gross annual income of RM400,000 or its equivalent in foreign currencies per annum in the preceding 12 months.

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

If I 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), I shall separately inform the Company.

- (ii) I have a Margin Account;
  - (iii) I have executed at least 5 transactions in exchange traded derivatives or structured warrants within the preceding 12 months; or
  - (iv) I 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, I hereby irrevocably and unconditionally undertake to indemnify 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 my declaration as herein contained.
- 13.2 I make this declaration conscientiously believing the same to be true and accurate.
- 13.3 I acknowledge that I have received a copy of the LEVERAGED & INVERSE EXCHANGE TRADE FUNDS RISK DISCLOSURE STATEMENT and understand its contents which have been explained to me.
- 13.4 I understand and agree that the Company reserves the right to reject, withdraw or terminate my application without notice and assigning any reason thereto.

**9 INTRADAY SHORT SELLING DECLARATION BY APPLICANT**

In consideration of UOB Kay Hian Securities (M) Sdn Bhd ("the Company") extending Intraday Short Selling ("IDSS") facility to me, I 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 Individual Applicant, which shall have the sole discretion to reject or to impose such additional conditions or restrictions as it may deem necessary;
2. I hereby declare that I am fulfill the criteria to execute IDSS and declare as follows:
  - a) I have opened a securities trading account with the Company;
  - b) I 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 me are not closed off by the end of the day.
  - c) I fully understand the requirements and bound by the Rules of Bursa Securities in relation to IDSS;
  - d) I am 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, I hereby irrevocably and unconditionally undertake to indemnify the Company and keep the Company fully and effectively indemnified against all liabilities whether actual or contingent, claims, demands, losses, penalties, proceedings, damages and/or expenses that the Company may incur or suffer, whether arising directly or indirectly as a result of my declaration as herein contained.
4. I make this declaration conscientiously believing the same to be true and accurate.
5. I acknowledge that I have received a copy of the INTRADAY SHORT SELLING RISK DISCLOSURE STATEMENT and understand its contents which have been explained to me.

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

**10 COVENANTS AND UNDERTAKINGS**

**To** : UOB Kay Hian Securities (M) Sdn Bhd<sup>(194990-K)</sup>

Dear Sirs,

**Re** : Covenants and Undertakings

I hereby :

1. request to open trading account(s) (Trading Account) with the Company in my name or in such other name as I may request as indicated in page 1 of this Application for the purpose of trading in securities;
2. undertake to abide by all laws relating to my trading activities with the Company 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 my Trading Account whether or not on BMSB or other approved Exchanges;
3. further agree to comply with the rules, directives, policies and conditions set by the Company (whether notified to me or not) relating to the operation of my Trading Account which may be varied from time to time;
  4. declare all particulars and information given in this application form are true and correct. I have not withheld any material facts or information and shall inform the Company if there is any change in the particulars or information provided herein. I hereby authorise the Company 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 the Company shall deem fit;
  5. undertake to furnish the Company with such additional particulars and information as the Company may require at any time and from time to time;
  6. declare and agree that my application herein is subject to the Company's approval and the Company are absolutely entitled to reject my application or impose such conditions or restrictions as the Company may deem fit without giving any reason therefore;
  7. agree that the acceptance and continuance of any or all my Trading Account shall be entirely at the Company's sole and absolute discretion;
  8. authorise the Company to verify and exchange information contained in this application form and any information relating to my 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 my Trading Account with the Company as long as I shall remain the company's client;
  9. without prejudice to Clause 8 above, should I 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, I 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 my Trading Account with the Company or my Trading Account with such related companies including but not limited to information and/or documents relating to the conduct of my 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 my Trading Account with the Company or closure of my Trading Account with its related companies; and
  10. declare that I am over 18 years old and have not been a bankrupt and there is no pending claim or action or proceeding or litigation case and/or bankruptcy proceedings against me on any debt due. I am also not a defaulter under the Rules of BMSB or do I have any criminal and/or adverse credit records.

## **11 TERMS AND CONDITIONS OF THE TRADING ACCOUNT**

This document and the Client's Application Form for Individual Applicant collectively form the Agreement between the Client ("I/me") and Company. The Terms and Conditions herein shall include but not limited to the Covenants and Undertaking in the Application Form for Individual Applicant and/or the agreement(s) executed between the Client 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 the Client and the Company.

### **A). GENERAL TERMS**

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

1. authorise the Company to sell or buy securities at my or my dealer representative's instruction. I hereby warrant that my dealer representative shall have actual/ostensible authority to sell out/buy in securities on my 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. I hereby warrant that I further authorise the Company to sell out or buy in any securities as may be required to clear my trade with the Company. I 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 my dealer's representative ;
2. declare that I have the financial means to settle all my purchase contracts. I 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 its absolute discretion. I also undertake to inform the Company of any material facts that may adversely affect my financial position and/or my creditworthiness from time to time;
3. agree that my Trading Account is/are 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 my trading limit(s) without further references to me and such changes shall be binding upon my Trading Account;
4. agree that any trading in a Trading Account utilising share margin financing facility granted by the Company or by a third party shall be subjected to such additional terms and condition as may be contained in the respected facility agreement and letter of offer. I further agree that I shall also be subjected to any additional terms governing my usage of other products of the Company such as UTRADE, External Margin, Day Trade or such other products which the Company may introduce from time to time;
5. undertake to pay any security deposit (for Islamic trading account shall be put with Islamic financial institutions) required of me in relation to any of my Trading Account including without limitation deposit for purchase contracts made/transacted by me and/or on my 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 me or otherwise) shall 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 me as a client that I agree therefore to waive and relinquish in favour of Company any and all entitlement to interest/return accruing to my share of funds in such trust account. I, 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 shall 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 my 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 my outstanding position with the Company, at any time without any further reference to me 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 I may incur or suffer by reason of such disposal and I shall be liable for and pay all contra losses arising there from. I 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 my CDS account for selling order on the due date. Should I fail to comply, the Company shall effect a "buy-in" in accordance with FDSS and I 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 my 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 the Company's administrative charges and expenses, and all charges imposed by the Appropriate Authorities having jurisdiction over my Trading Account with the Company;
10. if at any time the Company shall determine that I shall enter into additional legal arrangement with the Company or execute additional legal documents with the Company, then the Company may forthwith require me to enter or execute the same at my sole costs and expenses;
11. authorise the Company to charge, mortgage, pledge, hypothecate and/or deposit with any bank, financial institution or person as security in any manner or for any reason whatsoever any securities purchased/deposited without prejudice to my right to recover the same within reasonable time after giving the Company notice of my /our intention to take possession those securities by me in my margin account;
12. agree that this Trading Account together with all my other Trading Account (subject to such maximum number of Trading Account that the Company at its discretion may from time to time allow) with different Dealer's Representatives in the Company shall be linked to my one CDS Account;
13. agree that though my one CDS account may be linked to my various Trading Account with the Company, should I decide to contra my trades, I shall only conduct my sale transaction through the same Dealer's Representative from whom I purchased the securities in question. In the event of my failure to abide by the aforesaid rule, the Company is authorised to net-off my sale transaction through the 2nd Dealer's Representative against my purchase transaction through the 1st Dealer's Representative. In such circumstances, I further agree that the Company is at liberty to impose a service charge at a rate to be fixed by the Company which may be varied from time to time (with or without notice to me). I agree and authorised the Company to deduct the aforesaid service charge from the sale proceeds. Any shortfall between the purchase price and sale proceeds shall be a debt due from me and without demand, be forthwith payable to the Company;
14. 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 me under any one or more of my other Trading Account with the Company):
  - All shares and/or other securities from time to time deposited in or credited to my CDS account in relation to or for the purpose of my Trading Account;
  - 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 me with the Company as authorized depository agent; and
  - All monies including all dividends from time to time declared in respect of shares and/or other securities now and hereafter standing to my credit with the Company under my Trading Account as well as all monies whatsoever now and hereafter from time to time standing to my credit with the Company under all my other Trading Account with the Company;
15. irrevocably and unconditionally authorise the Company with or without notice to apply and/or transfer any of my securities, assets, cash or the other property relating to Non-margin or Margin Agreement made between us and to utilise my sale proceeds, contra gains or any sum standing to my credit in any Trading Account held in the Company to settle any outstanding purchases or debt to the Company or its related companies whether under any of my Trading Account or other Trading Account for which I may be a guarantor 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 or different Trading Account maintained at the Company. I acknowledge and agree that all payments shall be deemed received by the Company only upon issuance of the Company's official receipts. Should I 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 my liabilities whether liquidated or otherwise remain outstanding and whether such liabilities are in respect of any moneys payable hereunder or otherwise howsoever due from me to the Company, the Company are hereby authorised to realise or sell any of my 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 me, sell and/or otherwise dispose of all or any securities standing to the credit of any of my CDS account(s) and/or withhold at the Company's sole and absolute discretion any of my securities including paid shares in my Trading Account and any securities in my CDS and refuse to act on my instructions to effect transfer/withdrawal of securities held in any of my CDS account(s) in the event that there is an outstanding debt or purchases due to the Company or its related companies whether due under any of my Trading Account or other Trading Account for which I may be a guarantor. 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 whether due under my Trading Account for which I may be a guarantor 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 Shariah principles, whether imposed by the Company or otherwise);
18. agree that the Company may suspend any or all of my Trading Account and other Trading Account for which I may be a guarantor maintained anywhere

with the Company which includes any branches in the event that there is an outstanding debt due to the Company or its related companies whether due under my Trading Account or other Trading Account for which I may be a guarantor or for any other reason whatsoever that the Company may deem fit and I further agree that I shall have no claims whatsoever against the Company whether in contract or in tort for any losses suffered by me 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 my Trading Account including legal fees incurred by the Company on a solicitor and client basis in the enforcement of any of my obligations and liabilities in connection therewith. I 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 me). I 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 my indebtedness to the Company shall be binding and conclusive evidence in any legal proceedings against me;
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 me and I acknowledge and understand that not all trades shall be executed concurrently with the order issued by me and that quoted prices may change before the order is executed due to market circumstances. I further agree that all orders issued by me whether in reliance on investment information obtained from the Company, the Company's authorised agents or Dealer's Representatives(s) or otherwise are at my own sole risk and that I shall have no claims whatsoever against the Company whether in contract or in tort for any losses incurred by me as a result thereof;
22. 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 me of any entitlements in relation to the securities in my 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 me 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 the Company's electronic devices and/or mobile phone ) unless I have otherwise authorised the Company in writing to release the aforesaid documents to my Dealer's Representative or agents in which the receipt by my Dealer's Representative or agents shall be deemed received by me;
23. 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 me or printed on its over-leaves or a notice placed at the Company's premises or other means deemed appropriate by the Company and I further agree that such notice shall be deemed sufficient notice to me under this Clause;
24. 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 execution by the Company of any buy or sell orders given by the Client or any other party or parties having access to the Service whether with or without the Client's consent or any breach or violation by the Client (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 me and/or my default of the terms and conditions contained herein. The Company's 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 my Trading Account;
25. acknowledge that my Trading Account is subject to periodic review and that the Company is entitled at the Company absolute discretion at any time suspend and/or close or terminate my Trading Account with or without giving any reason whatsoever;
26. 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;
27. that I have no claim whatsoever against the Company for any payments in respect of securities sold by me in the event I had authorised my dealer's representative or any other person to collect payments on my behalf from the Company;
28. confirm that I am solely responsible for conducting, monitoring, managing and otherwise dealing with my Trading Account and I hereby acknowledge that where trading is carried out through my appointed dealer's representative, the Company are not responsible for any actions of my dealer's representative. All transactions done through my dealer's representative shall be at my sole risk and the indemnity under the foregoing provisions shall apply in the Company's favour;
29. 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;
30. shall forthwith notify the Company in writing of any change in address on my part. Should I fail to notify the Company or should the Company fail to receive my 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;
31. the Company are authorised to disclose any information on me to any relevant authorities;
32. I 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 my Account with Bursa Depository, and in particular, with relation to the portfolio held in my Trading Account. The authorization shall continue to be valid unless revoked by me in writing. I shall hereby release



- Bursa Depository from any losses and/or liabilities arising from or in connection with this authorisation;
33. the Company may at the Company's 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 me and I agree that any variation, modification or amendment as updated at Utrade homepage from time to time shall be binding on me;
  34. agrees that in the event that the Company fail to comply with any of the Bursa Malaysia Securities Berhad's rules, the Company shall still have the right to sue me and I shall not use that as a defence against me;
  35. confirm that I understand the full contents herein and the risk and obligations associated with trading in securities. I also confirm that I have full authority to enter into this contract and that any deficiency in my authority and/or legal standing shall not absolve me from my liabilities stated herein;
  36. agrees to submit to the exclusive jurisdiction of the Courts of Malaysia but the Company shall 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 the Client and the Company shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia;
  37. agrees that for any disputes on my trading account, I shall submit official notice to the Company. Only in the event where Company does not respond to my official notice on my disputes within 90 days, I shall bring to the notice of Securities Industry Dispute Resolution Center (SIDREC);
  38. 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;
  39. agree and acknowledge that the terms and conditions stated herein shall be binding on my estate, successor, liquidator, receiver, representative and assignee and shall not be prejudiced or affected by any change in the constitutions related to my interest. These terms and conditions shall survive any changes or successions in the Company's business and shall be binding; in the case of the client or firm, upon the partners jointly and severally and upon their personal representatives; and in case of the client being an individual, upon the client's personal representatives, receiver or trustee whether in bankruptcy or otherwise;
  40. any references to the words denoting to the I/ me and the Applicant refers to the Account Holder and shall have the same meaning;
  41. any references to the words denoting neuter gender shall include all gender; and
  42. declare that I have read, fully understood and agreed to be bound by terms, conditions, covenants and undertakings herein stated.

**B). 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 me, I hereby irrevocably and unconditionally further agree, covenant, undertake and declare that:

**1. Discretionary Financing and/or Extended Contra Account (DF)**

- 1.1. 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.
- 1.2. The Company may allow me to use discretionary financing to settle my/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.
- 1.3. I 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.
- 1.4. I further agree that my 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 my trading limit without further reference to me and such changes shall be binding upon my Discretionary Financing account.
- 1.5. In the event that I wish to use the Discretionary Financing facility to effect settlement of my outstanding purchase contract(s), I shall notify my dealer's representative latest by the contract due date as may be determined by Bursa Securities or the company, and I hereby unconditionally and irrevocably authorize my dealer's representative to notify the Company on the same date.
- 1.6. Should I fail to settle my 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 I shall be deemed to have given my consent to the Company to do so.
- 1.7. 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 my 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.

**2. Settlement by way of cash/cheque**

- 2.1. 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.

**3. Settlement by way of "Contra"**

- 3.1. In the event that I 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:
  - i. The difference resulting from a contra must be settled between myself 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;
  - ii. 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;
  - iii. The Company has the right to utilize any credit balance and/or shares in the client's account;

- iv. The contra losses shall automatically be netted off with any contra gains without giving any notice to me;
- v. 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 I fail to settle the contra losses within the settlement period as mentioned in 3(i) above.

#### **4. Selling Out**

- 4.1. In the event that I 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 me;
- 4.2. In relation to paragraph 4.1 above, the Company may, at any time after the institution of a selling out, sue me 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 me as liquidated damages;
- 4.3. In the event of my death between the time of my placing of order to buy but before the securities are paid, the Company's right to institute selling out proceedings against me shall not be impaired and that my 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;

#### **5. Discretionary Financing Fees (DF Fees)**

- 5.1. the Company shall be entitled to charge me 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;

#### **6. Changes in the Company/Client**

- 6.1. I agree and acknowledge that the terms and conditions stated herein shall be binding on my estate, successor, liquidator, receiver, representative and assignee and shall not be prejudiced or affected by any change in the constitutions related to my 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 the client's personal representatives, receiver or trustee whether in bankruptcy or otherwise).

#### **7. Termination of DF Account**

- 7.1. 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 the DF Account with the Client 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:-
  - i. in the event I have committed an act of bankruptcy or becomes mentally incapacitated or dies;
- 7.2. 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:
  - i. I have been adjudged bankrupt or a receiving order has been made against me if I made any consumption or arrangement with or assignment for the benefit of my creditor;
  - ii. element of fraud is detected;
  - iii. I 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;
  - iv. the Company is of the opinion in good faith that such termination is necessary and desirable to protect the Company's interest.

#### **8. Other Terms**

- 8.1. 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;
- 8.2. Discretionary Financing facility should not be granted to me if I am the persons fall under the categories of persons being restricted from obtaining margin financing facilities as mentioned in the Rules of Bursa Securities. Therefore, I hereby solemnly declare that, upon applying for such financing facilities, I am not the person(s) as mentioned above;
- 8.3. Further to paragraph 8.2 above, I shall be obliged to declare to the Company that should I am the person(s) fall under the aforesaid categories subsequent to me obtaining approval for such financing facility as and when I become one. Thereafter, my Discretionary Financing facility shall be ceased and I shall be held liable to any losses, inclusive of any charges and/or cost, that may be incurred;
- 8.4. The Company is authorised to apply, transfer, use and/or set-off any of my 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 my account, whether individual or joint or from any of my account to any account guaranteed by me at any time or from time to time without notice at the absolute discretion of the Company.
- 8.5. Notwithstanding the provisions above, the Company, at its absolute discretion, reserves its rights:
  - (i) to reject my application or impose such conditions or restrictions as the Company may deem fit without giving any reason therefore;
  - (ii) to disallow me from utilizing the Discretionary Financing to settle any of my outstanding purchase contract even after my application for Discretionary Financing has been consented by me and duly approved by the Company and I shall not hold the Company liable for any losses and/or costs that I may incur;
  - (iii) to discontinue the Discretionary Financing facility, that has been duly approved, to me solely at the Company's discretion;
  - (iv) to institute selling out on or demand the settlement of my 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;

- (v) 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 my outstanding purchase contract(s) can be forced sell and I 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
- (vi) 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 me and I shall abide by all the said alterations, waivers and variations at all times.

## **9. 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 my 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.

## **C). 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 me I hereby irrevocably and unconditionally further agree, covenant, undertake and declare that:

### **1. Collateralised Trading Facility**

- 1.1. The Collateralised Account shall be utilised by me or on my 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. I declare that I am 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.
- 1.2. I hereby agree and covenant that I may choose to convert an existing trading account to a Collateralised Account subject to there being sufficient collateral in my account or open a new account under the Company's Nominees account. The Nominees account shall only be activated upon the clearance of monies deposited or shares pledged into the Company's Nominees accounts in my name.
- 1.3. The Company reserves the right to reject any application without assigning any reasons whatsoever.

### **2. Collaterals**

- 2.1. I hereby acknowledge that the Collateral can be in the form of cash, cash plus shares or shares only.
- 2.2. 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.
- 2.3. 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.
- 2.4. The trading limit for the collateralised 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
- 2.5. The Company reserves the right at its absolute discretion to impose maximum and minimum trading limits as and when it deems fit.
- 2.6. 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 be limited only to the principal amount of the Account.

### **3. Operation of Collateralised Account**

- 3.1. I hereby covenant that all settlements of trade shall be in accordance with Bursa's rules.
- 3.2. Any proceeds (whether sales or contra gains) shall only be paid to me provided the position of the my account is satisfactory and that there are no outstanding contra losses or interest/late payment charge or bills.
- 3.3. Trades done must be within the limits given. My 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.
- 3.4. My 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.
- 3.5. Any overdue amount must be promptly settled upon demand, failing which cash collateral shall be first used and applied to settle any outstanding amount and if insufficient, shares collateral shall be forced sold and the proceeds shall be used to settle the remaining outstanding amount.
- 3.6. The Company have the rights to force sell my share collateral if the outstanding amount due from me 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")
- 3.7. The facility provided can be withdrawn at the Company's absolute discretion.

### **4. Nominee Services (for nominee account only)**

- 4.1. I 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.

### **5. Charges**

- 5.1. The CDS opening account fees and CDS transfer fees shall be borne by me.
- 5.2. 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 shall be borne by me.

### **6. Right to Retain Collateral Lien**

- 6.1. I hereby irrevocably give my consents to the Company to retain such collateral shares and/or such monies standing to the credit of my Collateralised Account for as long as I shall at my absolute discretion think fit until all liabilities, whether certain or contingent, shall have been fully discharged and satisfied.
- 6.2. Bursa Rules for Lien On Securities shall and shall apply in this context whereby:
  - a) the Company shall, in respect of any purchase of securities by me, have a lien on all securities for the time being held by the Company in my

name in whatsoever form.

- b) in the event any monies shall be owing to the Company by me in respect of a purchase of any securities, I shall be deemed to have given my 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 me.
- c) upon the Company giving reasonable notice to me, the Company may at its sole discretion sell such securities in the name of me 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 me.

#### **7. Rights to Liquidate CDS shares and Set-Off**

7.1. I 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 my 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:-

- a) the principal outstanding sum due from me to the Company arising from the Collateralised Account followed by all interest/late payment charges payable by me to the Company and broker charges;
- b) 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; and
- c) any remaining balance upon the deduction of all the above shall be paid to me.

#### **8. Debiting the Collateralised Account**

8.1. The Company shall have the rights, at any time to debit my 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 me to the Company.

#### **9. Notification Statements**

9.1. 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 me to the Company shall be conclusive and binding on me.

#### **10. Termination of Collateralised Account**

10.1. 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 my 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:-

- (i) the Company having exercised their right of set off pursuant to paragraph 3 above and here remains a shortfall due and outstanding from me to the Company in the Collateralised Account; or
- (ii) in the event I have committed an act of bankruptcy or becomes mentally incapacitated or dies;

10.2. 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:

- (i) I have been adjudged bankrupt or a receiving order has been made against me if I made any consumption or arrangement with or assignment for the benefit of my creditor;
- (ii) element of fraud is detected
- (iii) I have been in breach of this terms and conditions, rules and regulations of the Bursa and the provision in the Securities Commission Act 1993.
- (iv) the Company is of the opinion that such termination is necessary and desirable to protect the Company's interest

#### **11. Exemption/Exclusion Liability**

11.1. 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.

11.2. In any event, the Company shall not be liable for any loss or damage which I may sustain from the suspension of securities, selling of securities in settlement of losses, termination or resignation of dealer representatives handling my 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

#### **12. Modification**

12.1. Notwithstanding the provision herein contained, the Company may in its absolute discretion:-

- a) vary the terms and conditions herein and/or under and in respect of the Collateralised Account; and/or
- b) increase, decrease or vary the limit of the Collateralised Account.

#### **13. Assignment**

13.1. The Company shall be at liberty at any time with or without my 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 me.

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

#### **14. Notice**

14.1. 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 my address last known to the Company shall be deemed to have been received by the me

or my 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 me, if sent by telegram, twenty-four (24) hours after transmission, and if sent by telex or facsimile, forthwith transmission.

## **15. Authorisation**

- 15.1. I hereby authorise the Company to force sell at any time without having to refer to my shares in my 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
- 15.2. I 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.

## **D). TERMS & CONDITIONS FOR FOREIGN TRADING**

UOB Kay Hian Securities (M) Sdn Bhd (“the Company”) in collaboration with its appointed Market Data Provider offers trading in foreign securities 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 (“I/me”) directly if the I have sign up for Online Trading likewise I may opt to trade through their Dealers Representative.

In consideration of the Company providing the Foreign Trading service for foreign securities, I 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 Individual and/or the agreement(s) executed between me 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 me and the Company.

### **1. Definition**

“Exchange” in the case of foreign securities 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 me may be bound or which applies to any of the Transactions and Transactional Services;

“Foreign Securities” means Securities 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, shall make or has made available from time to time to me that shall enable me 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 shall enable me to gain access to the Online Trading.

### **2. Rules Governing Foreign Transactions**

- 2.1. In addition to Bursa Rules, I agree that my transactions 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. I hereby give consent to the Company to provide, where required, the information relating to my account to the relevant party.
- 2.2. The Company is entitled and hereby authorised by me, 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, my positions or any other action taken in the event that any exchange declares an emergency.

### **3. Market Data Provider/Foreign Exchanges**

- 3.1. I 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 my trading in foreign securities. In relation to Online Services, the Company may in its absolute discretion, determine and vary the frequency, manner of use or availability thereof to me from time to time.
- 3.2. I comprehend the Company may be obliged to regard itself as being primarily responsible for the execution of my 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. I acknowledge that the Company is not obligated to provide me 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 me/us expended by the Company to effect payment and settlement in respect of my/our orders and instructions that have been executed.

### **4. Market Data and Execution Delay**

- 4.1. Though the Company provides a platform for trading in foreign securities by means of Market Data Provider, I acknowledge that there may be delays in stocks quotes and execution of orders. While the Company shall take reasonable care to mitigate any such delay, I 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 me in reliance upon the information provided or for any interruption of any data or information provided therein.

### **5. Trading Limit**

- 5.1. The Company may in its absolute discretion determine and vary the available trading limit based on my collateral (cash deposit or pledged shares) maintained with the Company for dealing in foreign securities. I further agree that the Company shall have the right at any time to refuse my orders or limit the purchases/sales ordered by me.

**6. Settlement Date**

6.1. I acknowledge that the delivery and settlement between the Company and me in respect of transactions in the securities 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.

**7. Restricted Trading Days**

7.1. My foreign securities trading may be restricted to days when the Malaysian exchange, Bursa Malaysia, is open for trading. Therefore I may be unable to trade in securities when Bursa Malaysia, is closed for trading notwithstanding that the relevant exchange on which I 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 me, or profit or advantage of which I may be deprived, which arises from the restricted trading days.

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

8.1. I agree that all transactions in the securities and monetary obligations relating to my 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 my Account in Ringgit Malaysia.

8.2. 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. I 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.

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

9.1. I 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 my account or transaction effected by me, any forex exchange gain/loss and any fines or other penalties imposed by any competent authority.

**10. Acknowledgement of Risk**

10.1. I acknowledge that there are risks associated with dealings in securities 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. I further confirm that the Company shall not be responsible in any manner whatsoever for the decision taken by me to deal in foreign securities.

**11. Automatic Liquidation**

11.1. I agree that if I do not pay for any securities which I purchase 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 me. 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 shall not be liable to me with respect to securities purchase transactions on which I have defaulted on for any loss suffered by me 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.

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

**12. Rights of Set-Off**

12.1. I further acknowledge and agrees that the Company has the right:

- a) to consolidate all or any one of my liabilities to the Company;
- b) 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 my 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.

**13. Nominee/Custodian**

13.1. I recognise and consent to the Company to hold all securities purchased for me 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, I 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 my 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 my account.

13.2. Without prejudice to the terms for the provision of Nominee/Custodian services with respect to the securities set out in paragraph above, I acknowledge and consent to the fact that any securities belonging to me 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.

13.3. 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 me and/or the Company.

**14. Utilisation of Securities**

14.1. I agree that:

- (a) any transfer of securities from my 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 me; and
- (b) the Company shall at all times have a general lien over any and all securities held by the Company for me as security for any outstanding obligation owed by me 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 my obligations to the Company.

#### **15. Exclusion of Liability**

15.1. I 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 me, or profit or advantage of which I may be deprived, which arises from or in connection with:-

- (a) the insolvency of any Brokers, Nominee, Custodian, Sub-Nominee and Sub-Custodian; or
- (b) 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
- (c) any act carried out upon my instructions to the Broker, Nominee, Custodian, agent or delegate

15.2. The Company shall not be liable or have any responsibility to me for any loss or damage incurred or suffered by me 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.

#### **16. No Guarantee or Warranty**

16.1. I 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 me/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 my transactions.

#### **17. Authorisation**

17.1. 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 me and/or the Company.

#### **18. Termination**

18.1. I 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 me 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 me and/or liquidate the securities to settle any outstanding amounts without further notice to me. The remaining amount shall be refunded to me in such manner as I shall direct. The remaining securities belonging to me shall be transferred to such account with such custodian or otherwise dealt with in the manner as I shall specify at my own cost and expense subject to the laws, regulations and rules of the relevant jurisdiction.

#### **19. Variations**

19.1. 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. I agree 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 my monthly statement of account which such variations shall be deemed to be binding on me.

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

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

1. I shall agree to the terms and conditions relating to the Service as herein after provided, and I 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 my 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.
2. 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 me and shall revert to sending the statements in paper format to my 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 me, UOBKH will cease to provide me with printed and mailed contracts and statements.
3. I am 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.
4. I may terminate the Service at any time by submitting a request in writing via post or email. I understand that UOBKH will revert to sending the statements in paper format to the last mailing address appearing on UOBKH's records.
5. I will be required to check all eContracts or eStatements for any unauthorized transactions. If I should be aware of any unauthorized transaction(s) on any of the eContracts or eStatements, I 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 I 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 I access or open the eContract and/or eStatement.

6. I acknowledge that UOBKH will use my best endeavours to ensure the security of the Service. Notwithstanding the foregoing, I 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. I further acknowledge that the use of and the transmission of information via email may not be guaranteed to be secure. I acknowledge that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and I acknowledge that transmission may be disrupted, interrupted, delayed or incorrect. I 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.
7. I shall not hold UOBKH responsible for any consequences that may arise as a result of any online communication between me and UOBKH which may be lost in transmission (whether in whole or in part).
8. I 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 me, whether by mail, facsimile, e-mail notification or otherwise or by placing prominent notices at UOBKH's branches and/or UOBKH's website and I agree to be bound by the same.

## 12

## FOREIGN SECURITIES RISK DISCLOSURE STATEMENT

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

1. This statement is provided to me 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. I shall undertake such transactions only if I understand and am comfortable with the extent of my exposure to the risks.
3. I shall carefully consider whether such trading is suitable for me in light of my experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for me, I 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 my investment products or monies held in foreign countries. There is also the risk of my 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 me regarding transaction prices and the time I have to settle my trade on such foreign markets. These may affect the information available to me regarding transaction prices and the time I have to settle my trade on such foreign markets.
  - (b) Foreign markets may be subject to rules which may offer different investor protection as compared to Malaysia. Before I start to trade, I shall be fully aware of the types of redress available to me 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 my 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 I have invested and the funds arising from my 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 I 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) I may have to pay additional costs such as fees and broker's commissions for transactions in foreign exchanges. In some jurisdictions, I may also have to pay a premium to trade certain listed foreign securities. Therefore, before I begin to trade, I shall obtain a clear explanation of all commissions, fees and other charges for which I shall be liable. These charges shall affect my net profit (if any) or increase my 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 my 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 my consent and/or may result in difficulties in recovering my 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.

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

1. This statement is provided to the Applicant ("I/me") in accordance with the directive of the Bursa Malaysia Securities Berhad.
2. The purpose of this statement is to inform me that the risk of loss in purchasing structured warrants can be substantial. I should therefore assess if the purchase of structured warrants is suitable for me in light of my financial circumstances. In deciding whether to purchase structured warrant, I 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 my 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 me. 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. I should therefore carefully study the terms and conditions of any structured warrant before I decide to purchase. If I am in doubt in relation to any aspect of this statement or the terms of a structured warrant, I should consult my Dealers Representative.

### 14 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 me that apart from the normal risks involved in trading in securities, trading securities in the LEAP Market comes with other additional risks. I should NOT invest in the securities offered unless I am a sophisticated investor and I fully understands and is prepared to take the risks. I should assess whether the purchase of the securities is suitable for me in light of my knowledge, financial means, investment objectives and the risks I am 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, I should be aware that there is a higher risk of business failures which may adversely impact my investments should I 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 my 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. I may not be able to exit my 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. I 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 I decide to invest.

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

1. This statement is provided to the Applicant ("I/me") 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. I should have full understanding of the requirements pertaining to Intraday Short Selling before engaging in the same. I should independently evaluate my 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: I should assess the investment risks arising from price fluctuation if I 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 I may have to purchase the securities at a very high price in order to cover a short position.
  - B. Trading costs: I 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) I should assess the securities I 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 me 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 me.
5. This brief statement cannot disclose all the risks and other significant aspects of executing Intraday Short Selling. I 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 I am in doubt in relation to any aspect of this statement, I should consult my dealer's representative.

## **16 RISK DISCLOSURE STATEMENT ON SECURITIES BORROWING(NOT APPLICABLE FOR ISLAMIC STOCKBROKING)**

- 1. This statement is provided to me in accordance with Rule 7.18(4)(d) of these Rules.
- 2. The purpose of this statement is to inform me that the risk of loss in borrowing securities for the purposes permitted under these Rules can be substantial. I should assess if borrowing securities is suitable for me in light of my own financial circumstances. In deciding whether to borrow securities I 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. I should therefore carefully study the terms, conditions, the rules and regulations pertaining to [borrowing of securities before engaging in this activity. If I am in doubt in relation to any aspect of this statement, I should consult my dealer's representative.

## **17 LEVERAGED AND INVERSE EXCHANGE TRADED FUNDS RISK DISCLOSURE STATEMENT**

- 1. This statement is provided to the Applicant (“I/me”) in accordance with the directives of the Rules of Bursa Malaysia Securities Berhad.
- 2. The purpose of this statement is to inform me that the risk of loss in purchasing leveraged and inverse Exchange Traded Funds (“L&I ETFs”) units can be substantial. I should assess if the purchase of L&I ETFs units is suitable for me in light of my financial position, risk tolerance and investment experience while taking into account the following risks before deciding whether to invest in L&I ETFs:
  - (i). I am subject to the risk of losing the full purchase price of the L&I ETFs units;
  - (ii). I 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;
  - (iv). Placing of contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit my 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 me as well as for me. It could lead to large losses as well as gains;
  - (vi). It is in my 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 I engage in purchase of L&I ETF units using margin financing or short sale of L&I ETF units, I may gain higher profits when the price movement conforms to expectations, or may otherwise suffer bigger losses. I 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. I should carefully study the requirements pertaining to L&I ETFs and the content of the prospectus of L&I ETFs before I decide to purchase. If I’m in doubt in relation to any aspect of this statement or the terms of L&I ETFs, I should consult my dealer’s representative.

## **18 APPLICABLE COVENANTS FOR ACCOUNTS BEING REFERRED BY MARKETING REPRESENTATIVE (“MR”)**

In the event that I am referred by a Marketing Representative (“MR”), I further agree that I 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 me and providing me with specific recommendation;
  - (iii). to take my orders, execute trades, handle or accept my monies or give transactional advice to me.
2. The MR is only permitted to carry out referral and marketing activity which includes –
  - (i). arranging for me to meet with or speak to the Company;
  - (ii). forwarding my particular to the Company;
  - (iii). providing me with factual information relating to products and services offered by the Company including conducting presentations; or
  - (iv). providing me the support services such as forwarding information on performance of stocks to me.
3. The MR has made appropriate disclosures to me which includes the following:
  - (i). That he/she is carrying out referral and marketing activities on behalf of the Company; and
  - (ii). Inform me that he/she is not allowed to give advice or provide recommendation in relation to the regulated activity.
4. The MR must refer me to a licensed person if I ask for specific recommendation or advice on a capital market product.

Thus, I 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 I suffer any losses or loss of opportunity cost in my trading and/or investment in view of my reliance on the proscriptive conduct of the MR which I am made aware of.

19

**MEMORANDUM OF DEPOSIT FOR COLLATERALISED ACCOUNT**

**To : UOB Kay Hian Securities (M) Sdn Bhd**

Dear Sirs,

I hereby disclose that : -

- i) all the stock, shares and securities held from time to time in my trading account which have been fully paid for in my Central Depository System (CDS) account, and/or any nominee/custody account of which I am the beneficiary (hereinafter referred to as the "Share Securities"); and
- ii) any monies held by the Company from time to time for me or on my behalf, in trust, and/or in respect of any account which I 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 my own assets or assets of which I have power of attorney.

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

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

1. I am 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 me to the Company, including but not limited to any monies now or hereinafter due under my 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 me 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, I shall have no recourse against the Company and/or the Company's nominees in respect of any loss that I 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 me 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 my 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 my 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. I shall immediately upon the Company's request and at my 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 my 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 my 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 I 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 my Trading

Account.

8. the Company are entitle to add, amend, delete or otherwise vary the terms and conditions herein at its absolute discretion, and I 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) I 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 me 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 me/us if not objected to by me/us in writing within the next business day after the same is deemed to have been received by me/us.
10. any notices, demands and/or other correspondences sent to me by ordinary post to my 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.

20

#### LETTER OF AUTHORISATION

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

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

- (i) to give instruction in writing for settlement of my 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 for withdrawal of cheques and to receive cheques issued in my favour;
- (iv) to give written instruction for subscription of entitlement rights issues and to authorise the Company to debit my account for the said subscription together with handling charges;
- (v) to give written instruction for closing of trading account and/or margin account and/or any other account I may have with the Company;
- (vi) to act on my 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.

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

I understand that this authorisation could give rise to risks of loss, misappropriation and/or mishandling and do hereby undertake full responsibility for the same. I declare that the Company shall not be held liable or responsible to me 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. I shall not make any claim against the Company for all and any matters relating to this Letter of Authorisation.

I 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

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

21

#### PRIVACY NOTICE AND CONSENT

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

- i. I 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 my 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 my personal data for the following purposes (“Purposes”):

- (a) The processing of my application for facilities/services;
- (b) Carrying out my 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 my ongoing credit worthiness;
- (e) Operating internal controls including determining amounts owed to or by me, payment to or collection of such amounts from me and from any persons providing security for my obligations and enforcing any charge or other security granted by or for me 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
- (o) For any other purposes that is incidental or ancillary or in furtherance to the above purposes.

I hereby further consent and agree to UOBKH disclosing my 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, I further consent to the disclosure and/or transfer of my 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 my personal information for the Purposes only. I understand and acknowledge that it will be necessary for UOBKH to process my personal information for the Purposes, without which UOBKH will not be able to provide the product and/or service that I have requested from UOBKH.

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

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

Ground Floor, Menara Keck Seng  
203, Jalan Bukit Bintang  
55100 Kuala Lumpur  
Tel: 1-800-88-7233 / 03-21471900  
Fax: 03-21471901

E-mail: [contact@utrade.com.my](mailto:contact@utrade.com.my)