

UOB KAY HIAN SECURITIES (M) SDN BHD (194990-K)

A Participating Organisation of Bursa Malaysia Securities Berhad

A Trading Participant of Bursa Malaysia Derivatives Berhad

UOB Kay Hian

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TERMS AND CONDITIONS OF THE TRADING ACCOUNT (INDIVIDUAL)

This document and the Client's Application Form for Individual Applicant collectively form the Agreement between the Client and UOB Kay Hian Securities (M) Sdn. Bhd (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 you 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 you within twenty-four (24) hours of such revocation. I hereby warrant that I further authorise you to sell out or buy in any securities as may be required to clear my trade with you;
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 their 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) will be commingled with funds of other clients of the Company (where applicable in a trust account in accordance with the provisions of CMSA). Consequently, it would be administratively difficult and counter-productive to attempt to allocate the respective interest entitlement (if the trust account be interest bearing) / return entitlement (if the Islamic trust account bearing any return on the account) on an individual basis. It is a condition for Company accepting 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 will and does materially rely on the effectiveness of such agreement) to such waiver and relinquishment. Company may, however at its discretion, pay from time to time, such portion of any actual interest/return it may receive with respect to such funds after deducting administrative charges as it deems appropriate;
6. undertake to make payments within the time stipulated under the Fixed Delivery and Settlement System (FDSS) imposed by BMSB, for shares and/or other securities purchased on 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 therefrom. 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 will 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 you all charges that may be imposed by you absolutely in relation to any debit balance outstanding in my Trading Account with you including without limitation interest/late payment charge at such rate as you shall determine, handling fee and service charges;
9. shall upon notice from you, forthwith pay all stamp duties, fees, costs, charges and expenses in connection with or incidental to this Application and agreements made thereunder, and all solicitors fee (on solicitors and clients basis), bank or financial institution or your administrative charges and expenses, and all charges imposed by the Appropriate Authorities having jurisdiction over my Trading Account with you;
10. if at any time you shall determine that I shall enter into additional legal arrangement with you or execute additional legal documents with you, then you may forthwith require me to enter or execute the same at my sole costs and expenses;
11. authorise you 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 you 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 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 you, you 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 your 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 will 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 you due to failure in your 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 their 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. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist thereafter notwithstanding the suspension, termination or closure of my Trading Account;

25. acknowledge that my Trading Account is subject to periodic review and that the Company is entitled at your absolute discretion at any time suspend and/or close or terminate 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 you 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 you;
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, you 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 your 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. will forthwith notify you in writing of any change in address on my part. Should I fail to notify you or should you fail to receive my notification, any notice send by you to the address last known to you shall be deemed to be sufficiently given. Any notice given by you shall be deemed effected upon the expiry of three (3) days from the date of posting by ordinary post;
31. you 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. you may at your absolute discretion vary, modify and amend all the terms and conditions at any time or from time to time or impose additional terms and provisions as you shall think fit without further references to me and I agree that any variation, modification or amendment 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 will 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 will be at liberty to settle any disputes that may arise out of or in connection with the Foreign Securities Account in any court in any jurisdiction. All transactions, terms and conditions herein and agreements between 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 Client 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 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 will 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 the Client is a company, enters into liquidation by passing of a resolution or by presentation of a court petition or a manager and/or receiver is appointed of the undertaking or property of the Client or any part thereof; or
- ii. in the event the Client is an individual, commits 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. the Client has been adjudged bankrupt or a receiving order has been made against the Client if the Client makes any consumption or arrangement with or assignment for the benefit of the Client's creditor;
- ii. in case of a corporation, be wound up or have a receiver or manager appointed;
- iii. element of fraud is detected;
- iv. the Client is in breach of this terms and conditions, rules and regulations of the Bursa Malaysia and the provision in the Securities Commission Act 1993;
- v. the Company is of the opinion 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 the address of the Client 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 the Client or on the Client's 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. The Client declare that they are aware that this account does not constitute a Margin Account Facility and all transactions are subjected to the normal rules under the Fixed Delivery and Settlement System or any other system as imposed by the authorities.
- 1.2. The Client hereby agrees and covenants that the Client may choose to convert an existing trading account to a Collateralised Account subject to there being sufficient collateral in his account or open a new account under the Company's Nominees account. The Nominees account will only be activated upon the clearance of monies deposited or shares pledged into the Company's Nominees accounts in the name of the Client.
- 1.3. The Company reserves the right to reject any application without assigning any reasons whatsoever.

2. Collaterals

- 2.1. The Client hereby acknowledges 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. The Client hereby covenants that all settlements of trade will be in accordance with Bursa's rules.
- 3.2. Any proceeds (whether sales or contra gains) will only be paid to client provided the position of the client's 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. Accounts will be suspended when paragraph 3.4 occurs and will continue to be suspended until additional collateral is pledged or outstanding position is cleared.
- 3.4. Accounts will 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 will be first used to settle the outstanding amount and if insufficient, shares collateral will be sold and the proceeds will be used to settle the remaining outstanding amount.
- 3.6. The Company have the right to force sell the Client's share collateral if the outstanding amount due from the Client 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. The Client hereby agrees and confirms 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 will be borne by the Client.
- 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 will be borne by the Client.

6. Right to Retain Collateral Lien

- 6.1. The Client hereby irrevocably gives its consents to the Company to retain such collateral shares and/or such monies standing to the credit of the Client in the Collateralised Account for as long as the Client shall in its 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 will apply in this context whereby:
 - a) the Company shall, in respect of any purchase of securities by the Client, have a lien on all securities for the time being held by the Company in the Client's name in whatsoever form.
 - b) in the event any monies shall be owing to the Company by the Client in respect of a purchase of any securities, the Client shall be

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

- c) upon the Company giving reasonable notice to the Client, the Company may at its sole discretion sell such securities in the name of the Client 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 the Client.

7. Rights to Liquidate CDS shares and Set-Off

7.1. The Client hereby agrees and confirms 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 concurrence of the Client 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 the Client to the Company arising from the Collateralised Account followed by all interest/late payment charges payable by the Client 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 the Client.

8. Debiting the Collateralised Account

8.1. The Company shall have the right, at any time to debit the Client's 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 the Client 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 the Client to the Company shall be conclusive and binding on the Client.

10. Termination of Collateralised Account

10.1. 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 Collateralised Account with the Client 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 the Client to the Company in the Collateralised Account; or
- (ii) in the event the Client is a company, enters into liquidation by passing of a resolution or by presentation of a court petition or a manager and/or receiver is appointed of the undertaking or property of the Client or any part thereof; or
- (iii) in the event the Client is an individual, commits 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) the Client has been adjudged bankrupt or a receiving order has been made against the Client if the Client makes any consumption or arrangement with or assignment for the benefit of the Client's creditor
- (ii) in case of an organisation, be wound up or have a receiver or manager appointed
- (iii) element of fraud is detected
- (iv) the Client is in breach of this terms and conditions, rules and regulations of the Bursa and the provision in the Securities Commission Act 1993.
- (v) 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.

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

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

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 the address of the Client last known to the Company shall be deemed to have been received by the Client or his personal representative if sent by post at the expiration of forty-eight (48) hours after it has been posted, notwithstanding that it is returned undelivered, if sent by hand, immediately upon delivery by messenger or upon personal collection by the Client, if sent by telegram, twenty-four (24) hours after transmission, and if sent by telex or facsimile, forthwith transmission.

15. Authorisation

15.1. The Client hereby authorise the Company to force sell at any time without having to refer to the Client's shares in the Client's 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. The Client 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 (“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 (“Client”) directly if the Client sign up for Online Trading likewise the Client may opt to trade through their Dealers Representative.

In consideration of the Company providing the Foreign Trading service for foreign securities, the Client 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 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.

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 the Client 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, will make or has made available from time to time to the Client that will enable the Client to effect the Transactions and/or obtain market information and data, news, quotations, research information and analysis, alerts and any other information or publication whether in respect of the Transactions or otherwise;

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

2. Rules Governing Foreign Transactions

2.1. In addition to Bursa Rules, the Client agrees that his 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. The Client hereby gives consent to the Company to provide, where required, the information relating to his account to the relevant party.

2.2. The Company is entitled and hereby authorised by the Client, to take any action or refrain from taking any action which the Company considers appropriate for the purpose of complying with the Foreign Rules. The Company nor any of their respective officers, directors or employers shall not be held liable on any action taken to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, his positions or any other action taken in the event that any exchange declares an emergency.

3. Market Data Provider/Foreign Exchanges

3.1. The Client shall be bound by any other terms and conditions of agreements executed between the Company and the Market Data Provider and/or relevant foreign exchange in relation to services rendered to facilitate his trading in foreign securities. In relation to Online Services, the Company may in its absolute discretion, determine and vary the frequency, manner of use or availability thereof to the Client from time to time.

3.2. The Client comprehend the Company may be obliged to regard itself as being primarily responsible for the execution of his orders. Therefore the Company may, but is not obliged to take such measures (including effecting payment and settlement in respect of the orders which have been executed) as far as may be necessary to ensure non-default of the Company’s own primary responsibility as aforesaid. The Client acknowledges that the Company is not obligated to provide the Client 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, the Client acknowledges that there may be delays in stocks quotes and execution of orders. While the Company will take reasonable care to mitigate any such delay, the Client 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 the Client 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 the Client’s collateral (cash deposit or pledged shares) maintained with the Company for dealing in foreign securities. The Client further agrees that the Company shall have the right at any time to refuse his orders or limit the purchases/sales ordered by him.

6. Settlement Date

6.1. The Client acknowledges that the delivery and settlement between the Company and the Client 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. The Client’s foreign securities trading may be restricted to days when the Malaysian exchange, Bursa Malaysia, is open for trading. Therefore the Client may be unable to trade in securities when Bursa Malaysia, is closed for trading notwithstanding that the relevant exchange on which the Client wishes 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 the Client, or profit or advantage of which the Client may be deprived, which arises from the restricted trading days.

8. Settlement Currency and Foreign Exchange Risks

8.1. The Client agrees that all transactions in the securities and monetary obligations relating to the Client’s 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 the Client’s 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. The Client 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. The Client 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 the Client's account or transaction effected by the Client, any forex exchange gain/ loss and any fines or other penalties imposed by any competent authority.

10. Acknowledgement of Risk

10.1. The Client acknowledges 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. The Client further confirms that the Company shall not be responsible for the decision taken by the Client to deal in foreign securities.

11. Automatic Liquidation

11.1. The Client agrees that if he does not pay for any securities which he purchases or settle any other transaction with respect to securities by the settlement date of the purchase contract, the Company has the right to liquidate and impose charges on any or all of these transactions without further notice to the Client. The Company may, but need not, exercise this right on any day after the day on which the right to liquidate first arose. The Company will not be liable to the Client with respect to securities purchase transactions on which the Client has defaulted on for any loss suffered by the Client 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, the Client agrees to pay interest/late payment charge to the Company on all monies due and payable by the Client under his account or with respect to the transactions in the securities by the Client at the prevailing rate of the Company. Such interest/late payment charge will be payable both before as well as after judgment.

12. Rights of Set-Off

12.1. The Client further acknowledges and agrees that the Company has the right:

- a) to consolidate all or any one of the Client's 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 the Client's 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. The Client recognise and consent to the Company to hold all securities purchased for him either directly through a Nominee or Custodian (who may effect such holding through a Sub- Nominee or Sub-Custodian). Such Nominee/Custodian and/or such Sub-Nominee or Sub-Custodian may or may not be within Malaysia and in the latter case, the Client 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 the Client's 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 the Client's 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, the Client acknowledge and consent to the fact that any securities belonging to the Client 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 the Client and/or the Company.

14. Utilisation of Securities

14.1. The Client agrees that:

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

15. Exclusion of Liability

15.1. The Client acknowledges 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 the Client, or profit or advantage of which he 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

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

16. No Guarantee or Warranty

16.1. The Client acknowledges 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 the Client's 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 the Client and/or the Company.

18. Termination

18.1. The Client agrees 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 the Client 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 the Client and/or liquidate the securities to settle any outstanding amounts without further notice to the Client. The remaining amount shall be refunded to the Client in such manner as the Client shall direct. The remaining securities belonging to the Client shall be transferred to such account with such custodian or

otherwise dealt with in the manner as the Client shall specify at the cost and expense of the Client 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. The Client agrees that the Company may at its absolute discretion vary or add to the terms and conditions herein. Without limitation to the foregoing, such notices may be included as part of the Client's monthly statement of account which such variations shall be deemed to be binding on the Client.

TERMS AND CONDITIONS OF THE TRADING ACCOUNT (CORPORATE)

This document and the Client's Application Form For Corporate/Institutional/Association Applicant collectively form the Agreement between the Client and UOB Kay Hian Securities (M) Sdn. Bhd (Company). The Terms and Conditions herein shall include but not limited to the Covenants and Undertaking in the Application Form For Corporate/Institutional/Association Applicant and/or the agreement(s) executed between 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, we hereby further agree to the following:

1. authorise you to sell or buy securities at our Authorised Person's instruction. We hereby warrant that our Authorised Person shall have actual/ostensible authority to sell out/buy in securities on our behalf until such authority is expressly revoked and notice of such revocation is given in writing to you within twenty-four (24) hours of such revocation. We hereby warrant that we further authorise you to sell out or buy in any securities as may be required to clear our trade with you;
2. declare that we have the financial means to settle all our purchase contracts. We undertake to make immediate payment when the payment is due and the Company shall be entitled to apply such payment in any manner as the Company deem fit at their absolute discretion. We also undertake to inform the Company of any material facts that may adversely affect our financial position and/or our creditworthiness from time to time;
3. agree that our Trading Account is subjected to trading limit(s) set by the Company and the Company may as they deem fit, from time to time, at its absolute discretion increase and/or decrease our trading limit(s) without further references to us and such changes shall be binding upon our Trading Account;
4. undertake to pay any security deposit (for Islamic trading account shall be put with Islamic financial institutions) required of us in relation to any of our Trading Account including without limitation deposit for purchase contracts made/transacted by us and/or on our behalf and that for deposit in cash, as a general rule, the fund in the possession or control of Company (whether held in a trust account or subject to a trust in favour of us or otherwise) will be commingled with funds of other clients of the Company (where applicable in a trust account in accordance with the provisions of CMSA). Consequently, it would be administratively difficult and counter-productive to attempt to allocate the respective interest entitlement (if the trust account be interest bearing)/return entitlement (if the Islamic trust account bearing any return on the account) on an individual basis. It is a condition for Company accepting us as a client that we agree therefore to waive and relinquish in favour of Company any and all entitlement to interest/return accruing to our share of funds in such trust account. We, by applying to open an account with Company and be a client of Company and/or accessing or using any of Company's services shall therefore be deemed to agree (and Company will and does materially rely on the effectiveness of such agreement) to such waiver and relinquishment. Company may, however at its discretion, pay from time to time, such portion of any actual interest/return it may receive with respect to such funds after deducting administrative charges as it deems appropriate;
5. undertake to make payments within the time stipulated under the Fixed Delivery and Settlement System (FDSS) imposed by BMSB, for shares and/or other securities purchased on our behalf regardless whether those shares and/or other securities are suspended, failing which the Company reserves the right, in accordance to FDSS, to dispose the same to clear our outstanding position with the Company, at any time without any further reference to us at any price and on such terms and conditions as the Company deems fit. The Company shall not be responsible for any loss or damages which we may incur or suffer by reason of such disposal and we shall be liable for and pay all contra losses arising therefrom. We shall also be responsible to settle any shares and/or other securities failed to be disposed of by the Company for whatever reason;
6. agree and undertake to ensure that the shares and/or other securities are available for delivery in our CDS account for selling order on the due date. Should we fail to comply, the Company will effect a "buy-in" in accordance with FDSS and we undertake to indemnify and pay the Company for all losses incurred in such events;
7. agree to pay to you all charges that may be imposed by you absolutely in relation to any debit balance outstanding in our Trading Account with you including without limitation interest/late payment charge at such rate as you shall determine, handling fee and service charges;
8. shall upon notice from you, forthwith pay all stamp duties, fees, costs, charges and expenses in connection with or incidental to this Application and agreements made thereunder, and all solicitors fee (on solicitors and clients basis), bank or financial institution or your administrative charges and expenses, and all charges imposed by the Appropriate Authorities having jurisdiction over our Trading Account with you;
9. if at any time you shall determine that we shall enter into additional legal arrangement with you or execute additional legal documents with you, then you may forthwith require us to enter or execute the same at our sole costs and expenses;
10. agree and covenant that the Company shall have a first, continuing and paramount lien, including but not limited to the following for all losses and other charges incurred under the Trading Account, which are due to the Company (from time to time incurred by us under any one or more of our other Trading Account with the Company):
 - All shares and/or other securities from time to time deposited in or credited to our CDS account in relation to or for the purpose of our Trading Account;
 - All shares and other securities from time to time deposited in or credited to all other CDS account now and from time to time hereafter opened by us with the Company as authorized depository agent; and
 - All monies including all dividends from time to time declared in respect of shares and/or other securities now and hereafter standing to our credit with the Company under our Trading Account as well as all monies whatsoever now and hereafter from time to time standing to our credit with the Company under all our other Trading Account with the Company;
11. irrevocably and unconditionally authorise the Company with or without notice apply and/or transfer any of our securities, assets, cash or the other property relating to our Trading Account(s) and to utilise our sale proceeds or any sum standing to our credit in any Trading Account(s) held in the Company to settle any outstanding purchases or debt to the Company or its related companies whether under any of our Trading Account(s) in any manner the company deems fit and whether the transaction are effected on the same Exchange or different Exchanges and whether effected under the same Trading Account(s) or different Trading Account maintained at the Company. We acknowledge and agree that all payments shall be deemed received by the Company only upon issuance of the Company's official receipts. Should we make payment by cheques, same must be crossed "A/C Payee Only" and issued in favour of the Company;
12. in the event that any of our liabilities whether liquidated or otherwise remain outstanding and whether such liabilities are in respect of any moneys payable hereunder or otherwise howsoever due from us to you, you are hereby authorised to realise or sell any of our securities or assets in order to set-off, reduce or settle such liabilities or part thereof;
13. expressly and unconditionally authorise the Company at its absolute discretion without notice to us, sell and/or otherwise dispose of all or any securities standing to the credit of any of our CDS account(s) and/or withhold at your sole and absolute discretion any of our securities including paid shares in our Trading Account(s) and any securities in our CDS and refuse to act on our instructions to effect transfer/withdrawal of securities held in any of our CDS account(s) in the event that there is an outstanding debt or purchases due to the Company or its related companies under any of our Trading Account(s). In the event that there is a sale or disposal in the aforesaid manner, the Company is irrevocably authorised to utilise the sale proceeds to settle the outstanding debt due to the Company or its related companies in any manner and order as the Company deems fit. The term "outstanding debt" wherever mentioned shall mean the principal debt, interest payable including compound interest and any other charges which shall also include levies, fines or penalties whether imposed by the Company or otherwise (For Islamic Stockbroking, subject always to the principles of Shariah, the term "outstanding debt" wherever mentioned shall mean the principal debt, late payment charges and any other charges which shall also include levies, fines or penalties, in accordance with the principles of Shariah whether imposed by the Company or otherwise);

14. agree that the Company may suspend our Trading Account maintained with the Company in the event that there is an outstanding debt due to the Company or its related companies or for any other reason whatsoever that the Company may deem fit and we further agree that we shall have no claims whatsoever against the Company whether in contract or in tort for any losses suffered by us as a result of the Company exercising its rights under this Clause;
15. agree to pay the Company without demand, all outstanding debt arising from transactions effected for our Trading Account including legal fees incurred by the Company on a solicitor and client basis in the enforcement of any of our obligations and liabilities in connection therewith. We further agree to pay interest (including compound interest)/late payment charge (non-compounding) at the rate fixed by the Company (for Islamic stockbroking window, as approved by the Shariah Advisor, subject to the Resolution of Shariah Advisory Council (SAC) of Securities Commission (SC)), which may be varied from time to time (with or without notice to us). We also expressly agree that such rate of interest/late payment charge shall continue to apply to post-judgment debts;
16. agree that in the absence of manifest error, an unsigned computer generated statement of account or a manually prepared statement of account duly signed by any of the Company's authorised staff showing our indebtedness to the Company shall be binding and conclusive evidence in any legal proceedings against us;
17. agree that all orders for sale and purchase of the securities whether made orally, through telephone, fax or any other electronic media without further confirmation, shall be conclusively binding on us and we acknowledge and understand that not all trades will be executed concurrently with the order issued by us and that quoted prices may change before the order is executed due to market circumstances. We further agree that all orders issued by us whether in reliance on investment information obtained from the Company, the Company's authorised agents or Dealer's Representatives(s) or otherwise are at our own sole risk and that we shall have no claims whatsoever against the Company whether in contract or in tort for any losses incurred by us as a result thereof;
18. declare that posting by ordinary mail or communication by electronic means including but not limited to Internet, electronic messaging system via mobile phone, facsimile or telex or telegraph by the Company to us of any entitlements in relation to the securities in our CDS Account, statements of accounts, contract notes, contra statements, cheques, notices, correspondences and/or other documents shall be deemed to have been duly received by us if sent by the Company to the postal or electronic address or mobile number last known to the Company (notwithstanding its subsequent return by the post office or the system administrator of the relevant internet service provider or mobile service provider and/or non receive by you due to failure in your electronic devices and/or mobile phone) unless We have otherwise authorised the Company in writing to release the aforesaid documents to our Dealer's Representative or agents in which the receipt by our Dealer's Representative or agents shall be deemed received by us;
19. that any notice given may take any form including without limitation to any electronically produced unsigned notice printed on the statement of account, contract notes, contra statements, any other documents sent by the Company to us or printed on their over-leaves or a notice placed at the Company's premises or other means deemed appropriate by the Company and we further agree that such notice shall be deemed sufficient notice to us under this Clause;
20. undertake (for Islamic Stockbroking-subject to the principles of Shariah) at all times to fully indemnify and keep the Company fully indemnified against all actions, suits, proceedings, penalties, fees, fines, debts, expenses, claims, legal fees, interest, demands, costs, charges, losses or damages which the Company may sustain or suffer or incur due to execution by the Company of any buy or sell orders given by 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 us and/or our default of the terms and conditions contained herein. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist thereafter notwithstanding the suspension, termination or closure of our Trading Account;
21. acknowledge that our Trading Account is subject to periodic review and that the Company is entitled at your absolute discretion at any time suspend and/or close or terminate our Trading Account with or without giving any reason whatsoever;
22. 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;
23. that we have no claim whatsoever against you for any payments in respect of securities sold by us in the event we had authorised our dealer's representative or any other person to collect payments on our behalf from you;
24. confirm that we am/are solely responsible for conducting, monitoring, managing and otherwise dealing with our Trading Account and we hereby acknowledge that where trading is carried out through our appointed authorised person, you are not responsible for any actions of our authorised person. All transactions done through our appointed authorised person shall be at our sole risk and the indemnity under the foregoing provisions shall apply in your favour;
25. 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;
26. will forthwith notify you in writing of any change in address on our part. Should we fail to notify you or should you fail to receive our notification, any notice send by you to the address last known to you shall be deemed to be sufficiently given. Any notice given by you shall be deemed effected upon the expiry of three (3) days from the date of posting by ordinary post;
27. you are authorised to disclose any information on us to any relevant authorities;
28. we hereby authorize Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") to disclose to the Company, and/or its agents, service providers and sub-contractors of the Company on information and/or documents pertaining to the affairs of our Account with Bursa Depository, and in particular, with relation to the portfolio held in our Trading Account. The authorization shall continue to be valid unless revoked by us in writing. We shall hereby release Bursa Depository from any losses and/or liabilities arising from or in connection with this authorization;
29. you may at your absolute discretion vary, modify and amend all the terms and conditions at any time or from time to time or impose additional terms and provisions as you shall think fit without further references to us and we agree that any variation, modification or amendment shall be binding on us;
30. agree that in the event that the Company fail to comply with any of the Bursa Malaysia Securities Berhad's rules, the Company will still have the right to sue us and we shall not use that as a defence against us. Without prejudice to the aforesaid, you may use the non compliance of the Bursa Malaysia Securities Berhad's rules in your defence against the Company only if the non compliance did not result from carrying out your instructions and is due to the gross negligence and default on the part of Company that caused direct losses and damages to be suffered by you;
31. confirm that we understand the full contents herein and the risk and obligations associated with trading in securities. We also confirm that we have full authority to enter into this contract and that any deficiency in our authority and/or legal standing shall not absolve us from our liabilities stated herein;
32. agree to submit to the exclusive jurisdiction of the Courts of Malaysia but the Company will be at liberty to settle any disputes that may arise out of or in connection with the Foreign Securities Account in any court in any jurisdiction. All transactions, terms and conditions herein and agreements between the Client and the Company shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia;
33. agree that for any disputes on our trading account, we shall submit official notice to the Company. Only in the event where Company does not respond to our official notice on our disputes within 90 days, we shall bring to the notice of Securities Industry Dispute Resolution Center (SIDREC);

34. 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;
35. agree and acknowledge that the terms and conditions stated herein shall be binding on our successor, liquidator, receiver, representative and assignee and shall not be prejudiced or affected by any change in the constitutions related to our interest. These terms and conditions shall survive any changes or successions in the Company's business and shall be binding upon the partners jointly and severally and upon their personal representatives;
36. any references to the words denoting to the Client and the Applicant refers to the Account Holder and shall have the same meaning;
37. declare that we 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

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

1. Discretionary Financing

- 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 us to use discretionary financing to settle our outstanding purchase position in relation to contract(s) from the market day after contract due date to be determined by Bursa Malaysia Securities Berhad ("Bursa Securities") from time to time ("Discretionary Financing"), or any contract due date as determined by company, whichever is earlier.
- 1.3. We shall solely use the Discretionary Financing for ready basis contract unless otherwise determined by the Rules and guidelines of Bursa Securities, or company from time to time.
- 1.4. We further agree that our Discretionary Financing shall be subject to a trading limit(s) set by the Company and the Company may as it deem fit, from time to time, at its absolute discretion set a maximum and minimum trading limit and shall have absolute right to increase and/or decrease our trading limit without further reference to us and such changes shall be binding upon our Discretionary Financing account.
- 1.5. In the event that we wish to use the Discretionary Financing facility to effect settlement of our outstanding purchase contract(s), we shall notify our dealer's representative latest by the contract due date as may be determined by Bursa Securities or the company, and we hereby unconditionally and irrevocably authorize our dealer's representative to notify the Company on the same date.
- 1.6. Should we fail to settle our outstanding purchase contract(s) by the contract due date and fail to notify the Company or its representatives as mentioned in paragraph 1.5 above, the Company shall at its sole and absolute discretion utilize the Discretionary Financing facility and we shall deemed to have given our consent to the Company to do so.
- 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 our account shall be in accordance with FDSS due date or any other date as may be determined by Bursa Securities or the company from time to time.

2. Settlement by way of cash/cheque

- 2.1. Settlement of the outstanding purchase position of the contract shall be effected not later than 12.30p.m. on the contract due date.

3. Settlement by way of "Contra"

- 3.1. In the event that we opt to settle the outstanding purchase contract(s) by way of setting off against the subsequent sale contract(s) of the same securities ("Contra") which is subject to the Company's consent at its discretion by contract due date, or any market day that is determined by Bursa Securities or the company from time to time, the following guidelines shall be applied:
 - i. The difference resulting from a contra must be settled between ourself and the Company not later than any due date as determined by the Company from time to time or any other market day as may be determined by Bursa Securities from time to time;
 - 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 will automatically be netted off with any contra gains without giving any notice to us;
 - 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 we 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 us for the difference between the contract price and the market price together with all consequential losses and expenses, and all damages which the Company may sustain shall be recoverable from us as liquidated damages;
- 4.3. In the event we cease business (for any reason) between the time of our placing of order to buy but before the securities are paid, the Company's right to institute selling out proceedings against us shall not be impaired and that our executors or administrators, as the case may be, shall be liable to pay for all losses and expenses incurred by the Company as a result of the selling out;

5. Discretionary Financing Fees (DF Fees)

- 5.1. the Company shall be entitled to charge us Discretionary Financing Fee, at the rate to be determined by the Company at its discretion from time to time, for each outstanding purchase position in relation to a contract for which the Company provides Discretionary Financing;

6. Changes in the Company / Client

- 6.1. We agree and acknowledge that the terms and conditions stated herein shall be binding on our estate, successor, liquidator, receiver, representative and assignee and shall not be prejudiced or affected by any change in the constitutions related to 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 the Client is a company, enters into liquidation by passing of a resolution or by presentation of a court petition or a manager and/or receiver is appointed of the undertaking or property of the Client or any part thereof; or
 - ii) in the event the Client is an individual, commits 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) the Client has been adjudged bankrupt or a receiving order has been made against the Client if the Client makes any consumption or

- arrangement with or assignment for the benefit of the Client's creditor;
- ii) in case of a corporation, be wound up or have a receiver or manager appointed;
- iii) element of fraud is detected;
- iv) the Client is in breach of this terms and conditions, rules and regulations of the Bursa Malaysia and the provision in the Securities Commission Act 1993;
- v) the Company is of the opinion 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 us if we are the persons fall under the categories of persons being restricted from obtaining margin financing facilities as mentioned in the Rules of Bursa Securities. Therefore, we hereby solemnly declare that, upon applying for such financing facilities, we are not the person(s) as mentioned above;
- 8.3. Further to paragraph 8.2 above, we shall be obliged to declare to the Company that should we are the person(s) fall under the aforesaid categories subsequent to us obtaining approval for such financing facility as and when we become one. Thereafter, our Discretionary Financing facility shall be ceased and we shall be held liable to any losses, inclusive of any charges and/or cost, that may be incurred;
- 8.4. The Company is authorised to apply, transfer, use and/or set-off any of our securities, or contracts relating thereto, contra gain and/or any credit balance in relation thereto, cash, sale proceeds or any other property therein, interchangeably between any of our account, whether individual or joint or from any of our account to any account guaranteed by us at any time or from time to time without notice at the absolute discretion of the Company.
- 8.5. Notwithstanding the provisions above, the Company, at its absolute discretion, reserves its rights:
 - i) to reject our application or impose such conditions or restrictions as the Company may deem fit without giving any reason therefore;
 - ii) to disallow us from utilizing the Discretionary Financing to settle any of our outstanding purchase contract even after our application for Discretionary Financing has been consented by us and duly approved by the Company and we shall not hold the Company liable for any losses and/or costs that we may incur;
 - iii) to discontinue the Discretionary Financing facility, that has been duly approved, to us solely at the Company's discretion;
 - iv) to institute selling out on or demand the settlement of our outstanding contract(s), including any additional costs that may be imposed by the Company, at any time before the last market day of Discretionary Financing as may be determined by Bursa Securities from time to time or any contract due date as determined by company whichever earlier after the Discretionary Financing is effected without giving any prior notice;
 - 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 our outstanding purchase contract(s) can be forced sell and we shall unconditionally and irrevocably agree and undertake to fully settle all the losses and any other additional cost that may be imposed by the Company; and
 - 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 us and we shall abide by all the said alterations, waivers and variations at all times.

9. Notice

- 9.1. 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 be sent by prepaid post or delivered personally to the address of the Client 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 we hereby irrevocably and unconditionally further agree, covenant, undertake and declare that:

1. Collateralised Trading Facility

- 1.1. The Collateralised Account shall be utilised by the Client or on the Client's 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. The Client declare that they are aware that this account does not constitute a Margin Account Facility and all transactions are subjected to the normal rules under the Fixed Delivery and Settlement System or any other system as imposed by the authorities.
- 1.2. The Client hereby agrees and covenants that the Client may choose to convert an existing trading account to a Collateralised Account subject to there being sufficient collateral in his account or open a new account under the Company's Nominees account. The Nominees account will only be activated upon the clearance of monies deposited or shares pledged into the Company's Nominees accounts in the name of the Client.
- 1.3. The Company reserves the right to reject any application without assigning any reasons whatsoever.

2. Collaterals

- 2.1. The Client hereby acknowledges 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 limited only to the principal amount of the Account.

3. Operation of Collateralised Account

- 3.1 The Client hereby covenants that all settlements of trade will be in accordance with Bursa's rules.
- 3.2 Any proceeds (whether sales or contra gains) will only be paid to client provided the position of the client's 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. Accounts will be suspended when paragraph 3.4 occurs and will continue to be suspended until additional collateral is pledged or outstanding position is cleared.
- 3.4 Accounts will 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 will be first used to settle the outstanding amount and if insufficient, shares collateral will be sold and the proceeds will be used to settle the remaining outstanding amount.
- 3.6 The Company have the right to force sell the Client's share collateral if the outstanding amount due from the Client 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. The Client hereby agrees and confirms 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 will be borne by the Client.

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 will be borne by the Client.

6. Right to Retain Collateral Lien

6.1. The Client hereby irrevocably gives its consents to the Company to retain such collateral shares and/or such monies standing to the credit of the Client in the Collateralised Account for as long as the Client shall in its 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 will apply in this context whereby:

- a) the Company shall, in respect of any purchase of securities by the Client, have a lien on all securities for the time being held by the Company in the Client’s name in whatsoever form.
- b) in the event any monies shall be owing to the Company by the Client in respect of a purchase of any securities, the Client shall be deemed to have given his consent to the Company borrowing on such securities (for Islamic Stockbroking-based on the Shariah principles of SBBA), and for such purpose pledging the securities or any of them to the extent of the amount outstanding on the Collateralised Account and without obligation to retain in its possession or control securities of like character or amount for such period until the monies owing are fully paid by the Client.
- c) upon the Company giving reasonable notice to the Client, the Company may at its sole discretion sell such securities in the name of the Client 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 the Client.

7. Rights to Liquidate CDS shares and Set-Off

7.1. The Client hereby agrees and confirms 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 concurrence of the Client 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 the Client to the Company arising from the Collateralised Account followed by all interest/late payment charges payable by the Client to the Company and broker charges; and
- 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;
- c) any remaining balance upon the deduction of all the above shall be paid to the Client.

8. Debiting the Collateralised Account

8.1. The Company shall have the right, at any time to debit the Client’s 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 the Client 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 the Client to the Company shall be conclusive and binding on the Client.

10. Termination of Collateralised Account

10.1. 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 Collateralised Account with the Client 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:-

- a) the Company having exercised their right of set off pursuant to paragraph 3 above and here remains a shortfall due and outstanding from the Client to the Company in the Collateralised Account; or
- b) in the event the Client is a company, enters into liquidation by passing of a resolution or by presentation of a court petition or a manager and/or receiver is appointed of the undertaking or property of the Client or any part thereof; or
- c) in the event the Client is an individual, commits 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) the Client has been adjudged bankrupt or a receiving order has been made against the Client if the Client makes any consumption or arrangement with or assignment for the benefit of the Client’s creditor;
- ii) in case of an organisation, be wound up or have a receiver or manager appointed;
- iii) element of fraud is detected;
- iv) the Client is in breach of this terms and conditions, rules and regulations of the Bursa and the provision in the Securities Commission Act 1993;
- v) 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.

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

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

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 the address of the Client last known to the Company shall be deemed to have been received by the Client or his personal representative if sent by post at the expiration of forty-eight (48) hours after it has been posted, notwithstanding that it is returned undelivered, if sent by hand, immediately upon delivery by messenger or upon personal collection by the Client, if sent by telegram, twenty-four (24) hours after transmission, and if sent by telex or facsimile, forthwith transmission.

15. Authorisation

15.1. The Client hereby authorise the Company to force sell at any time without having to refer to the Client's shares in the Client's 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. The Client 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 ("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 ("Client") directly if the Client sign up for Online Trading likewise the Client may opt to trade through their Dealers Representative.

In consideration of the Company providing the Foreign Trading service for foreign securities, the Client hereby undertake and agree at all times to abide by the terms and conditions contained herein which shall form part of and are to be read collectively with the Covenants and Undertaking in the Application Form for Corporate/Institution/Association Applicant and/or the agreement(s) executed between 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.

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 the Client 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, will make or has made available from time to time to the Client that will enable the Client to effect the Transactions and/or obtain market information and data, news, quotations, research information and analysis, alerts and any other information or publication whether in respect of the Transactions or otherwise;

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

2. Rules Governing Foreign Transactions

2.1. In addition to Bursa Rules, the Client agrees that their 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. The Client hereby gives consent to the Company to provide, where required, the information relating to his account to the relevant party.

2.2. The Company is entitled and hereby authorised by the Client, to take any action or refrain from taking any action which the Company considers appropriate for the purpose of complying with the Foreign Rules. The Company nor any of their respective officers, directors or employers shall not be held liable on any action taken to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, his positions or any other action taken in the event that any exchange declares an emergency.

3. Market Data Provider/Foreign Exchanges

3.1. The Client shall be bound by any other terms and conditions of agreements executed between the Company and the Market Data Provider and/or relevant foreign exchange in relation to services rendered to facilitate his trading in foreign securities. In relation to Online Services, the Company may in its absolute discretion, determine and vary the frequency, manner of use or availability thereof to the Client from time to time.

3.2. The Client comprehend the Company may be obliged to regard itself as being primarily responsible for the execution of his orders. Therefore the Company may, but is not obliged to take such measures (including effecting payment and settlement in respect of the orders which have been executed) as far as may be necessary to ensure non-default of the Company's own primary responsibility as aforesaid. The Client acknowledges that the Company is not obligated to provide the Client 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, the Client acknowledges that there may be delays in stocks quotes and execution of orders. While the Company will take reasonable care to mitigate any such delay, the Client 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 the Client 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 the Client's collateral (cash deposit or pledged shares) maintained with the Company for dealing in foreign securities. The Client further agrees that the Company shall have the right at any time to refuse his orders or limit the purchases/sales ordered by him.

6. Settlement Date

6.1. The Client acknowledges that the delivery and settlement between the Company and the Client 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. The Client's foreign securities trading may be restricted to days when the Malaysian exchange, Bursa Malaysia, is open for trading. Therefore the Client may be unable to trade in securities when Bursa Malaysia, is closed for trading notwithstanding that the relevant exchange on which the Client wishes 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 the Client, or profit or advantage of which the Client may be deprived, which arises from the restricted trading days.

8. Settlement Currency and Foreign Exchange Risks

8.1. The Client agrees that all transactions in the securities and monetary obligations relating to the Client's 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 the Client's 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. The Client 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. The Client 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 the Client's account or transaction effected by the Client, any forex exchange gain/ loss and any fines or other penalties imposed by any competent authority.

10. Acknowledgement of Risk

10.1. The Client acknowledges 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. The Client further confirms that the Company shall not be responsible for the decision taken by the Client to deal in foreign securities.

11. Automatic Liquidation

11.1. The Client agrees that if they do not pay for any securities which their purchases or settle any other transaction with respect to securities by the settlement date of the purchase contract, the Company has the right to liquidate and impose charges on any or all of these transactions without further notice to the Client. The Company may, but need not, exercise this right on any day after the day on which the right to liquidate first arose. The Company will not be liable to the Client with respect to securities purchase transactions on which the Client has defaulted on for any loss suffered by the Client 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, the Client agrees to pay interest/late payment charge to the Company on all monies due and payable by the Client under his account or with respect to the transactions in the securities by the Client at the prevailing rate of the Company. Such interest/late payment charge will be payable both before as well as after judgment.

12. Rights of Set-Off

12.1. The Client further acknowledges and agrees that the Company has the right:

- (a) to consolidate all or any one of the Client's 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 the Client's 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. The Client recognise and consent to the Company to hold all securities purchased for him either directly through a Nominee or Custodian (who may effect such holding through a Sub- Nominee or Sub-Custodian). Such Nominee/Custodian and/or such Sub-Nominee or Sub-Custodian may or may not be within Malaysia and in the latter case, the Client 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 the Client's 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 the Client's 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, the Client acknowledge and consent to the fact that any securities belonging to the Client 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 the Client and/or the Company.

14. Utilisation of Securities

14.1. The Client agrees that:

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

15. Exclusion of Liability

15.1. The Client acknowledges 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 the Client, or profit or advantage of which he 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

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

16. No Guarantee or Warranty

16.1. The Client acknowledges 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 the Client's 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 the Client and/or the Company.

18. Termination

18.1. The Client agrees 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 the Client 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 the Client and/or liquidate the securities to settle any outstanding amounts without further notice to the Client. The remaining amount shall be refunded to the Client in such manner as the Client shall direct. The remaining securities belonging to the Client shall be transferred to such account with such custodian or otherwise dealt with in the manner as the Client shall specify at the cost and expense of the Client 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. The Client agrees that the Company may at its absolute discretion vary or add to the terms and conditions herein. Without limitation to the foregoing, such notices may be included as part of the Client's monthly statement of account which such variations shall be deemed to be binding on the Client.